



AGENDA

REGULAR MEETING OF THE HEMET CITY COUNCIL

September 27, 2016

6:30 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. Public Employee Appointment
Pursuant to Government Code section 54957
Title: *Battalion Chief*
 2. Conference with Legal Counsel - Anticipated Litigation
Three (3) matters of Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) & (3)
 3. 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*
-

REGULAR SESSION

7:00 p.m.

City of Hemet City Council Chambers
450 E. Latham Avenue

Call to Order

Roll Call

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

Invocation

Pledge of Allegiance

City Attorney Closed Session Report

4. Public Employee Appointment
Pursuant to Government Code section 54957
Title: *Battalion Chief*
 5. Conference with Legal Counsel - Anticipated Litigation
Three (3) matters of Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) & (3)
 6. 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*
-

Presentation

7. Certificate of Achievement for Excellence in Financial Reporting
-

City Council Business

Notice to the Public

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

Consent Calendar

8. **Recommendation by Mayor Wright** – Library Board Appointment
 - a. Appoint Betty Anne Day to Seat 4 on the Library Board in order to fill a term expiration. The term will expire June 30, 2019.
9. **Recommendation by Council Member Krupa** – Park Commission Appointment
 - a. Appoint Nicole Tamez to Seat 1 on the Park Commission in order to fill a term expiration. The term will expire April 1, 2018.
10. **Approval of Minutes** – September 13, 2016
11. **Receive and File** – Warrant Register
 - a. Warrant register dated September 6, 2016 in the amount of \$3,510,809.66. Payroll for the period of August 15, 2016 to August 28, 2016 was \$611,001.48.
12. **Receive and File** – Investment Portfolio as of June 2016
13. **Recommendation by City Manager** – Updating the Classification of Battalion Chief and Appropriate Funding
 - a. Approve amending the City’s Classification Plan to update the classification of Battalion Chief; and
 - b. Establish the salary range for the position; and
 - c. Adopt a resolution establishing benefits for the Battalion Chief classification; and
 - d. De-authorize three (3) Administrative Captain positions; and
 - e. Authorize three (3) Battalion Chief positions; and
 - f. Authorize the Deputy City Manager/Administrative Services Director to increase General Fund appropriations by \$18,596 to fund three (3) Battalion Chief positions. **Resolution Bill No. 16-071**
14. **Recommendation by Community Development** - Zoning Ordinance Amendment No. 15-009
 - a. Adopt 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. **Ordinance Bill No. 16-062**
15. **Recommendation by Police** – State Homeland Security Grant Program (SHSP) – Authorized Agent
 - a. Adopt a resolution for Authorized Agent of the State Homeland Security Grant Program. **Resolution Bill No. 16-070**
16. **Recommendation by Police** – 2016/17 California State Office of Traffic Safety – Selective Traffic Enforcement Program (STEP) Grant
 - a. Accept the 2016/17 California State Office of Traffic Safety (OTS) Grant in the amount of \$110,000; and
 - b. Upon receipt of the award, authorize the finance department to establish an expenditure account and budget for the grant performance period.

17. **Recommendation by Fire** – City Wide Department and Employee Participation in The Great California ShakeOut Drill
 - a. Adopt a resolution ordering full City of Hemet Department and employee participation in The Great California ShakeOut on October 24, 2016 at 10:00 am.
Resolution Bill No. 16-069

18. **Recommendation by Public Works** – Supplemental Appropriation for Fencing Maintenance
 - a. Authorize the Deputy City Manager/Administrative Services Director to record a supplemental appropriation in Facility Maintenance Fund 685-4560-2460 in the amount of \$1000,000 for security fencing repairs at City properties; and
 - b. Authorize the City Manager to award and execute purchase orders in support of the project.

19. **Recommendation by Public Works** – First Amendment to the Agreement for Landscape Maintenance Services between the City of Hemet and Adame Landscape, Inc.
 - a. Approve the First Amendment to the Agreement for Landscape Services with Adame Landscape, Inc. update the Scope of Work and adjusting the “not to exceed” compensation amount of \$759,735.00; and
 - b. Authorize the City Manager to execute the First Amendment to Agreement for Landscape Maintenance Services with Adame Landscape, Inc.; and
 - c. Authorize the City Manager to approve purchase orders for turf replacement projects in an amount not to exceed \$132,000.00; and
 - d. Authorize the City Manager to initiate future district maintenance at district 47 upon final acceptance of the right-of-way improvements.

20. **Recommendation by Engineering** – McSweeney Farms Phase II Tract Maps
 - a. Adopt a resolution approving Subdivision Improvement Agreements, Improvement Securities and Final Tract Map No. 33824, 33824-1, 33824-2, 33825 and 33825-1 located at the southeast corner of Domenigoni Parkway/Gibbel Road and State Street within the McSweeney Farms Specific Plan Area. **Resolution Bill No. 16-072**; and
 - b. Authorize the City Manager to sign the Subdivision Improvement 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.

Discussion/Action Item

21. Emergency Medical Service (EMS) Cost Recovery – Scott Brown, Fire Chief
Discussion regarding this item, with possible direction to staff
 22. Park Maintenance Service Level Review – Kristen Jensen, Public Works Director
Discussion regarding this item, with possible direction to staff
-

City Council Reports

23. 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)
7. Homeless Task Force

F. Ad-Hoc Committee Reports

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

G. City Manager Meyerhoff

1. Manager's Reports
 2. Staff Spotlight
 3. Public Safety Update
 5. City Council Meeting Schedule for November and December 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, October 11, 2016 at 7:00 p.m. for consideration of items placed on that agenda. The next regular meeting will be held October 25, 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.



AGENDA # 8

Staff Report

To: Honorable Mayor and Members of the City Council

From: Mayor Wright

Date: September 27, 2016

RE: Library Board Appointment

RECOMMENDATION:

Mayor Wright respectfully recommends that the City Council appoint Betty Anne Day to Seat 4 on the Library Board in order to fill a term expiration. The term will expire June 30, 2019.

BACKGROUND:

Ms. Day has lived in the community for 7 years. Ms. Kuehl has been a library volunteer since 2002, for Hemet Public Library since 2009. Ms. Day volunteers because of her passion for reading, love of libraries and family tradition of community volunteering. Ms. Day's education and her previous experience on boards and commission will be an asset to the Hemet Library Board. I highly recommend the appointment of Betty Ann Day to the Library Board.

Respectfully submitted,

Bonnie Wright
Mayor



CITY OF HEMET
Application for Appointment
to Volunteer Commissions/Board/Committee

COMMISSION/BOARD/COMMITTEE that you wish to apply for:

HEMET PUBLIC LIBRARY BOARD OF TRUSTEES

NAME: BETTY ANNE DAY

ADDRESS: 2215 ROSE AVE

CITY: HEMET CA ZIP: 92545-4759

TELEPHONE: 951-925-5811 / 910-616-6602 CELL

Past Experience and/or Education: _____

CSUSB BA BUSINESS/MARKETING 1988

AIR COMMAND AND STAFF College (SEMINAR) 1997

Other Boards and/or Commissions on which you have served: _____

MT SAN JACINTO NATIONAL ALLIANCE ON MENTAL ILLNESS

ADVISORY COUNCIL TO Supt of Schools, WILMINGTON NC

Organizations you have belonged to TOASTMASTERS (ATM BRONZE)

GIRL SCOUT LEADER (CT) HAPPY HARMONIZERS CHORAL GROUP

How long have you lived in the community? 7 years 0 months

On a separate sheet of paper, please describe briefly why you wish to be appointed to this Commission.

Return to:
 City Clerk
 City of Hemet
 445 E. Florida Avenue
 Hemet, CA 92543

Betty Ann Day 8/29/16
 Signature Date

All applicants must be residents of the City of Hemet or Sphere of Influence when applicable. The Library Board and Planning Commission members are required to file the California Fair Political Practices Commission Statement of Economic Interests as outlined in the City of Hemet's Conflict of Interest Code.

City Clerk
City of Hemet
445 E. Florida Avenue
Hemet, CA 92543

RE: Application for Hemet Public Library Board of Trustees

The Blythe Public Library was my passport to the world. I come from a farming family in an even smaller town, Vanndale, Arkansas, and had very little exposure to larger cities or other countries. At the library, I could check out any book I was capable of reading and carrying home. My sister, cousin, and I walked from Eucalyptus Avenue to and from the library on Saturdays and it was the highlight of our week. The book series that sticks in my memory is the Wizard of Oz – the Harry Potter of the 1950's.

Every time I've moved, getting my library card is the first thing I do to get settled in the community. In 2002 I started volunteering at the New Hanover County Public Library in Wilmington NC and immediately found myself in an environment that nurtured my soul.

When I returned to California in 2009 so my mother could stay in her own home until she died, I emailed the Hemet Public Library before I left North Carolina asking to be added as a volunteer. I'm at the library every Wednesday-Saturday unless something very important can only be done on one of those days. I arrive before the doors open to help get the DVDs into secure carousels and stay until everything I can do is finished.

After joining the Friends of the Library (FOL), I worked in the bookstore, on book sales, and attended every meeting of the FOL until my car died. Since I could neither repair nor replace the car, I learned how to take the bus. Although the 1:30 pm time slot for the FOL meeting no longer works with the bus schedule, the 10 am meeting of the Library Board works beautifully because I am already at the library every Friday at that time.

My parents set an example of community volunteering and the Library Board is one area where I can continue that tradition.

Thank you for considering my application,

A handwritten signature in cursive script that reads "Betty Anne Day". The signature is written in black ink and is positioned above the printed name and contact information.

Betty Anne Day
2215 Rose Avenue
Hemet CA 92545-4759
951-925-5811/910-616-6602 cell



AGENDA # 9

Staff Report

To: Honorable Mayor and Members of the City Council

From: Council Member Krupa

Date: September 27, 2016

RE: Park Commission Appointment

RECOMMENDATION:

Council Member Krupa respectfully recommends that the City Council appoint Nicole Tamez to Seat 1 on the Park Commission in order to fill an unscheduled vacancy. The year term will expire April 1, 2018.

BACKGROUND:

Ms. Tamez has lived in the community for 15 years. She has volunteered in the community and is interested in an opportunity to help beautify Hemet. I highly recommend the appointment of Nicole Tamez to the Park Commission.

Respectfully submitted,



Linda Krupa
Council Member



CITY OF HEMET
Application for Appointment
to Volunteer Commissions/Board/Committee

COMMISSION/BOARD/COMMITTEE that you wish to apply for:

Parks Commission

NAME: Nicole Tamez

ADDRESS: 125 Ibiza Ln.

CITY: Hemet ZIP: 92545

TELEPHONE: 951-282-8461

Past Experience and/or Education: BA from CSUSB

Volunteer - WVHS Band Booster Board (secretary)

Volunteer - McSweeney PTA (secretary)

Other Boards and/or Commissions on which you have served: _____

State Park Ad-hoc committee

Organizations you have belonged to PTA, PTSA, WVHS BBB

How long have you lived in the community? 15 years _____ months

On a separate sheet of paper, please describe briefly why you wish to be appointed to this Commission.

Return to:
City Clerk
City of Hemet
445 E. Florida Avenue
Hemet, CA 92543

Nicole Tamez 9/8/16
Signature Date

All applicants must be residents of the City of Hemet or Sphere of Influence when applicable. The Library Board and Planning Commission members are required to file the California Fair Political Practices Commission Statement of Economic Interests as outlined in the City of Hemet's Conflict of Interest Code.

Mrs. Nicole Tamez

125 Ibiza Ln.

Hemet, CA 92545

September 8, 2016

City of Hemet

Attn: City Clerk

445 E Florida Ave.

Hemet, CA 92543

To Whom it may concern,

My name is Nicole Tamez and I am interested in being on the Parks Commission. I believe I would do a very good job on the Commission because I'd be bringing a fresh perspective and opinion of a local parent. I've been volunteering in the community for 12 years. First starting out on my son's PTA Board then switching (after several years) to my daughter's Band Booster Board. I am currently on the Skate Park Ad Hoc committee and was invited to attend one of the first Downtown Harvard development meetings. I truthfully believe that's where I first decided I would enjoy this committee so much. The discussion was about trees, plants, and planter areas and I thought how great it would be to help beautify the city. Thank you for considering me and I look forward to hearing from you.

Sincerely,

Nicole Tamez

951-282-8461

NTamez28@yahoo.com



#10

MINUTES

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

Call to Order

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

Roll Call

PRESENT: Council Members Krupa, Milne and Mayor Wright

ABSENT: Council Member Youssef and Mayor Pro Tem Raver, excused

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

Closed Session

Notice of Opportunity for Public Comment

There were no public comments presented.

The City Council recessed to Closed Session at 6:00 p.m.

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

Mayor Wright called the meeting to order at 7:05 p.m.

Roll Call

PRESENT: Council Members Krupa, Milne and Mayor Wright

ABSENT: Council Member Youssef and Mayor Pro Tem Raver

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

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

Invocation

Invocation was given by Irene Barnhouse, Hemet-San Jacinto Interfaith Council.

Pledge of Allegiance

Pledge of Allegiance was led by Council Member Milne.

City Attorney Closed Session Report

6. Conference with Legal Counsel - Anticipated Litigation

Three (3) matters of Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) & (3)

The City Council continued one matter of Anticipated Litigation. The City Council received a briefing from the City Attorney on one matter of Anticipated Litigation. The City Council gave the City Attorney approval to file a Nuisance Abatement action against 2100 E. Florida Avenue. There was no additional reportable action.

7. 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

The City Council received a briefing from the City's representative regarding Consent Calendar Item No. 13. There was no additional reportable action.

8. Threat to Public Services or Facilities
Pursuant to Government Code section 54957
Consultation with: Police Chief Brown

The City Council received a briefing from Police Chief Brown. There was no additional reportable action.

9. 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

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

10. 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

The City Manager discussed the listed properties with the City Council. There was no additional reportable action.

City Council Business 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.

Item Nos. 12 and 13 were removed from the Consent Calendar. Council Member Krupa moved and Council Member Milne seconded a motion to approve the remaining Consent Calendar items as presented. Motion carried 3-0.

Item No. 12

Council Member Krupa, requested an explanation for the high dollar amount of the August 8th warrant register.

Jessica Hurst, the City made a pre-payment to CalPERS to receive a greater discount than the amount of money earned in a savings account. The City’s CalPERS employer contributions will be lower throughout the year.

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

Item No 13

Jessica Hurst, handed out a revised copy of the MOU and a list of the minor typographical and formatting changes that were made subsequent to the posting of the agenda.

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

Communications from the Public

Marie McDonald, Hemet, we intend to work hard to make sure that Measure U passes in November. Ms. McDonald requested that the City Council deal with the homeless now. There are some in dire need of mental health and medical care. Ms. McDonald acknowledged that Mayor Wright has been working with members on a regional level, but recommended that a public forum be held on a local level and local non-profits be included.

Larry Graves, Hemet West, announced that the Homeowners Association is having a Measure "U" Rally on September 23rd, the theme will be "Taking a Bite out of Crime". The Homeowners Association will be hosting a Candidate Forum for Hemet Unified School Board, Riverside County Supervisor District 3 and Hemet City Council District 3 on October 3rd at 10:00 a.m.

Public Hearing

16. **Formation of City of Hemet Landscape Maintenance District No. 103, Redline Express Car Wash** – Deputy City Manager/Administrative Services Director Hurst
- Conduct a public hearing; and
 - Open and tally the ballots; and
 - Adopt a resolution approving the Engineer's Report and the levy and collection of assessments for Fiscal Year 2017-2018. **Resolution No. 4705**

Jessica Hurst, Deputy City Manager/Administrative Services Director, on July 26th the City Council adopted resolutions to initiate proceedings to form Hemet Landscape District No. 103 and declaring its intention to levy and collect the assessments. These assessments pay for the landscape maintenance within the District's boundaries. The Engineer's Report describes the District and the budget.

Council Member Milne, requested additional clarification on the parcels being assessed.

Ms. Hurst, this assessment is for the landscaping at Redline Express Car Wash only. The property owner, as conditions of approval, has agreed to establish this district. The assessments will be paid through the property tax.

Mayor Wright declared the Public Hearing opened at 7:23 p.m.

There were no public comments presented at this time.

Mayor Wright declared the Public Hearing closed at 7:24 p.m.

There were no protest ballots received.

Council Member Krupa moved and Council Member Milne seconded a motion to adopt Resolution No. 4705. Motion carried 3-0.

17. **Zoning Ordinance Amendment No. 15-009** – Community Development Director Elliano
- Conduct a public hearing; and
 - 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
 - Adopt a resolution amending the single-family residential guidelines as recommended by the Planning Commission. **Resolution No. 4706**

Deanna Elliano, Community Development Director, gave the City Council a powerpoint presentation regarding ZOA 15-009. The proposed ordinance amends Article XI (Single-Family Residential Zones) and other associated sections of the zoning ordinance to update the development standards for single family residential uses. The proposed resolution amends the Single-Family Residential Design Guidelines to maintain consistency with the zoning ordinance as amended by ZOA 15-009. In January 2012, the City Council adopted a comprehensive update to the zoning ordinance into compliance through a series of amendments. The recommended actions are a component of the General Plan Consistency Zoning Program. To date the following zoning chapters have been updated: Agriculture, Multi-Family, Manufacturing, Institutional, Open Space, and Specific Plan Zone. This is the last zoning ordinance amendment to start the zoning map updates. This action will establish zoning consistency with the General Plan and enable staff to initiate a comprehensive update to the zoning map and zoning districts. This will also clarify code provisions, update language to correspond with the latest planning practices, and ensure consistency between the various sections of the zoning code. Minor changes are proposed for the single-family residential zones, primarily reorganization and clean-up. This will relocate three provisions from the Single-Family Residential Guidelines to the zoning ordinance. Mobile home and park development standards are being updated to ensure compliance with state law. Hillside Development standards are being relocated from Single-Family Residential zones to a separate article so they will apply to all hillside development. The references to County zoning for annexed properties are being removed. The R-1 Districts are being clarified: R-1-6 (6,000); R-1-7.2 (7,200); R-1-10 (10,000); R-1-20 (20,000); R-1-40 (40,000); and RR (Rural Residential – 20,000+). This amendment will update terminology, streamline the land use matrix for Permitted Uses, add references to applicable code sections and reformat and clarify the text to make the development standards easier to understand and follow. The Zoning Ordinance establishes regulations that guide development and provide operational standards for the uses. These are mandatory unless a variance or waiver is granted. The Guidelines provide examples of design solutions that help implement the regulatory provisions in the zoning ordinance. Guidelines are not mandatory and allow for flexibility and originality in project design. The Planning Commission recommended that the following be shifted from Guidelines to the Zoning Ordinance to encourage improvements to the City's new housing developments: Projects of 5+ lots – 25% shall be one-story dwellings;

Shift from guidelines to zoning ordinance

Recommended by the planning commission to encourage improvements to the city's new housing developments;

- ❖ Projects of 5+ lots: 25% should be one-story dwellings;
- ❖ Projects of 2+ lots: facades shall have trim features, different building material for contrast, and alternative garage orientation; and
- ❖ All projects: 5% of lot area shall be provided for a flat, useable rear yard.

The text was updated to add references to the State Law provisions that govern mobile home and recreational vehicle park development and operations. Criteria was added to the granting of conditional use permits for new parks, demonstrating the compatibility of the new park to the neighborhood in which it is located and its consistency with the General Plan. There were no changes proposed to the development standards that apply to existing parks. Currently the hillside development standards are located in Article XI (SFR Zones) and, therefore, only apply to single-family residential development. The proposed amendment relocates those development standards to a new article in the zoning ordinance so that they apply to any type

of development proposed for the hillsides. It also updates the maximum density for the slop ranges to correspond to those in the General Plan. The proposed amendments maintain consistency with the zoning ordinance, as recommended by the Commission. A provision is added that encourages integrating basic accessibility features into newly built homes. When funding is available, staff would like to initiate a comprehensive update to the Single-Family Residential Design Guidelines that were last updated in 2005. The Planning Commission held work studies in February, April, and June 2016 to discuss the appropriate zoning and development standards for single family residential uses. Public comment was taken at each meeting. A duly noticed Planning Commission public hearing was held on August 2, 2016. No comments were received. This public hearing was noticed on September 2, 2016, no comments have been received. The proposed actions continued the City's Consistency Zoning efforts by implementing the vision and intent of the General Plan, and it's residential land use categories. The amendments ensure compliance with state law. There is no fiscal impact to the City from adoption of the ordinance and resolution. The next steps are to update the zoning map to demonstrate consistency with the General Plan land use map. Work studies on the necessary zone changes begin at the next Planning Commission meeting. We anticipate several work studies and then a public hearing on the proposed zone changes. The Planning Commission recommendations will be presented to the City Council for consideration at a public hearing in early 2017. Staff is recommending that the City Council introduce Ordinance Bill No. 16-062 approving Zoning Ordinance Amendment No. 15-009 and adopt Resolution No. 4706 approving the amendments to the Single-Family Residential Design Guidelines.

Council Member Milne, expressed concern with encroaching on private property rights. Council Member asked how the City's guidelines compare to other cities, we do not want to be the hardest City to do business with.

Ms. Elliano, the Standards are considered acceptable and consistent with neighboring cities. Some cities do not require a minimum of single story and each city has its own character. In Hemet we have larger lot sizes. The market shows a desire for single story homes. The Guidelines are flexible.

Council Member Milne, asked about the impact on Mobile Home Parks.

Ms. Elliano, currently there are 49 Mobile Home and/or RV Parks in Hemet. These parks are located in every zone. These amendments will try to bring them into conformance. State Law requires Mobile Home parks to be permitted in any residential zone, however, we can apply density parameters. The proposed requirement is that they must be compatible with the surrounding neighborhood. The proposed amendments are for new parks only, it will not affect existing parks. The proposed amendments include designators for senior parks, in case they try to transition to all age parks.

Mayor Wright, asked what percentage of the City is zone Rural Residential.

Ms. Elliano, approximately 10%. Esplanade, Park Hill, Southeast Hemet still have large lot semi-rural areas.

Mayor Wright declared the Public Hearing opened at 7:50 p.m.

There were no public comments presented at this time.

Mayor Wright declared the Public Hearing closed at 7:50 p.m.

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

The Ordinance was read by title only.

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 begin 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 Council adoption.

Jessica Hurst, Deputy City Manager/Administrative Services Director, gave the City Council a powerpoint presentation on the Retiree Medical Other Post-Employment Benefit (OPEB) Trust, Options for Future Funding. The City of Hemet retiree medical plan was discontinued for future employees in 1998 and is referred to as a “closed plan”. There are approximately 225 retirees and 40 active employees are eligible for the City’s retiree medical program. The program will sunset in another 40 years or so, when the last eligible retiree exits the plan. The retiree medical plan is currently funded on a pay-as-you-go basis. This has led to an unfunded liability in the amount of \$87 million as of the October 2015 actuarial report, an amount that is likely to decrease when the next actuarial valuation is prepared in January 2017, due to the reduction of the highest costing medical plans. It is assumed that the cost of retiree medical will continue to rise. This unfunded liability will be on the face of the City’s financial statements due to GASB 74 requirements. There are three common ways to fund OPEB costs: Pay-as-you-go; Debt; or Pre-funded Trust. Staff is recommending an OPEB Trust which is an irrevocable account established for the purpose of saving and paying for OPEB liabilities. There are no funding requirements for an OPEB trust and investments can be actively or passively managed. Benefits of an OPEB trust are higher earnings than currently seen through the City’s operating accounts and, due to the higher discount rate, a lower actuarial unfunded liability. Any remaining assets when the closed plan comes to an end will be returned to the City. With regular funding it is possible the future full annual cost of OPEB could be paid directly from the trust. Three OPEB trust providers have been compared: PARS, ICMA and CERBT. PARS has been offering OPEB trusts the longest and is probably the most well-known provider. ICMA offers greater options for public agencies to create their own investment strategy or select an established investment strategy from a menu of options. CERBT is a program created by CalPERS and managed by CalPERS investment staff that manages the PERS retirement funds. The CERBT program was started in 2007 with one investment strategy which has since grown to 3 strategies. A chart showing the plan comparisons was displayed. There are three main areas of focus when comparing an OPEB trust administrator: Administration Fee; Rate of return; and Standard deviation. The Administration fee is calculated as a percentage of the assets invested in the trust. The rate of return is the anticipated long-term earnings rate for the fund. The standard deviation is used to calculate the range of returns that can be expected for each investment strategy. Government Code Section 53622 governs the trust and allows the City to delegate its investment responsibility the OPEB administrator. All three OPEB administrators confirmed there are no fixed fees charged over the life of the trust. The only fees are the percentage of asset fees. Provide to the City Council was portfolio fact sheets for the investment strategies for each administrator including historical returns, breakdown of the investments within each strategy, and a list of agencies that currently contract with PARS and CERBT. Staff is requesting direction regarding the establishment of an OPEB Trust, the preferred plan

administrator and the investment risk level. Staff is recommending that the City Council set a policy for regular funding of the trust. At a minimum an initial deposit of 50% of the fund balance in the OPEB fund is recommended. Other options are to designate a set amount or percentage of budget savings each year to continue funding the trust.

Council Member Krupa, recommended that any plan managed by CalPERS be removed from the options. Council Member Krupa asked if the process can begin without choosing a strategy. I personally want Council Member Youssef's input.

Ms. Hurst, the City can set a strategy and change it at any time.

The City Council and staff discussed the plan administrators and strategy options. The money placed into the trust is to remain, until there is no longer an unfunded liability. Any change to that will require a vote of the City Council

Council Member Milne, expressed concern with the lack of communication from ICMA and is not in favor of any plan administrator associated to CalPERS.

The City Council gave direction to staff to workstudy the options, including investment history and administrative fee comparisons.

City Council Reports

19. CITY COUNCIL REPORTS AND COMMENTS

A. Council Member Krupa

1. Riverside Conservation Authority (RCA)

Council Member Krupa attended the meeting on September 12th. The RCA approved a resolution changing the application of fee credits and waivers for cell criteria refinements and new development. The changes set a standard that all cities can use, increased the waiver limit for individual cities to \$200,000.00 worth of development and added a new sentence to the agreement stating that the Board will mediate all disagreements between RCA staff and the cities.

2. Ramona Bowl Association

2nd Annual "Boo at the Bowl" will be October 29th, 30th and 31st.

3. Riverside Transit Agency (RTA)

4. Watermaster Board

5. Library Board

Next meeting September 16, 2016. The Library received an \$18,000 grant from the State Library Association for Literacy. If the City charged out of town residents for Library cards we would not be eligible for this grant.

6. League of California Cities

7. Riverside County Transportation Commission (RCTC)

Next meeting September 14, 2016

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)

Mayor Wright attended the Western Science Center's "Science Under the Stars" event.

The Soboba Band of Luiseno Indian's will hold their annual Pow Wow on September 17th. T.H.E. Center's "End of Summer Bash" is September 17th.

F. Ad-Hoc Committee Reports

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

Council Member Krupa, working with staff on the MOU. Paul Jones will be giving a report to the City Council in October.

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

The City Council changed the Homeless Ad-Hoc Committee to a Homeless Task Force. Interest letters are been received and will be considered.

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

Staff has met with the BIA, a panel will be developed and a meeting scheduled.

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

The Committee will be touring surrounding Skate Parks on September 17th.

G. City Manager Meyerhoff

- 1. Manager's Reports
- 2. Staff Spotlight

City Manager Meyerhoff read two letters to Greg Holyoak and the Corporation Yard complimenting the employees for their appearance and a job well done.

- 3. Public Safety Update

Fire Chief Brown, gave the City Council an update on current Fire Department vacancies and current recruitments.

Police Chief Brown, also gave the City Council an update on vacancies and current recruitments in the Police Department.

- 4. Update on Future Agenda Items

Park Maintenance Scope of Work will be on September 27th City Council Agenda.

Battalion Chief Job Description will be on the September 27th City Council Agenda.

5. State of the City, September 22, 2016

The State of the City Breakfast will be held at Four Season Community Center on Thursday, September 22nd at 7:30 a.m.

Future Agenda Items

Oversight Committee for Measure U

Status of CIP Water Improvement plan

Adjournment

Adjourned at 8:23 p.m. to Tuesday, September 27, 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 27, 2016

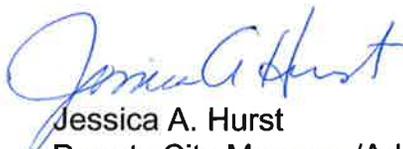
RE: Warrant Register

The City of Hemet's warrant register dated September 6, 2016 in the amount of \$3,510,809.66 is currently posted on the City's website in the Finance Department section, under *Financial Information*. Payroll for the period of August 15, 2016 to August 28, 2016 was \$611,001.48

CLAIMS VOUCHER APPROVAL

"I, Jessica A. Hurst, Deputy City Manager/Administrative Services, do hereby certify that to the best of my knowledge and ability, that the warrant register posted on the city's website is a true and correct list of warrants for bills submitted to the City of Hemet, and the payroll register through the dates listed above, and that there will be sufficient monies in the respective funds for their payment."

Respectfully submitted,



Jessica A. Hurst
Deputy City Manager/Administrative Services

JAH: mh

CITY OF HEMET
VOUCHER/WARRANT REGISTER
FOR ALL PERIODS

CLAIMS VOUCHER APPROVAL

I, JESSICA A. HURST, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND ABILITY, THAT THE WR POSTED ON THE CITY WEBSITE IS A TRUE AND CORRECT LIST OF WARRANTS FOR BILLS SUBMITTED TO THE CITY OF HEMET THROUGH THE DATES LISTED ABOVE, AND THAT THERE WILL BE SUFFICIENT MONIES IN THE RESPECTIVE FUNDS FOR THEIR PAYMENT.

JESSICA A. HURST
DCM/ADMINISTRATIVE SERVICES



AGENDA

12

Staff Report

TO: Honorable Mayor and members of the City Council
FROM: Judith L. Oltman, City Treasurer
DATE: September 27, 2016
RE: Investment Portfolio as of June 2016

RECOMMENDED ACTION:

Receive and file.

ANALYSIS:

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

On 6/14/16 we purchased a 5 year/3 month call FFCB #2291 for \$1,000,000 at 1.67% and on 6/30/16 our FHLB #2289 was called.

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

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

Respectfully Submitted,


Judith L. Oltman
City Treasurer

attachment

CITY OF HEMET, CALIFORNIA
Monthly Report of Investment Activities

JUNE 2016

| INVESTMENT CLASSIFICATIONS | MONTHLY ACTIVITY | CONSOLIDATED BALANCE |
|--|---|--|
| PORTFOLIO AS OF MAY | 66,407,125.59 | |
| CERTIFICATES OF DEPOSIT Placed this month Matured this month Balance | | 7,676,000.00 |
| LOCAL AGENCY INVESTMENT FUND: City of Hemet Deposits Withdrawals Balance | | 20,341,766.04 |
| BANK OF NEW YORK MELLON Custodial Acct. Deposits Withdrawals Balance | 1,076,108.23 -1,076,108.23 | 1,219,032.68 |
| CITIBANK: Money Market Account Deposits Withdrawals Balance | 76,131.02 | 206,331.07 |
| CITIBANK: Money Market Account 3 Deposits Withdrawals Balance | 4,285,478.26 -1,400,000.00 | 15,402,021.28 |
| MUNICIPAL BONDS & NOTES Deposits Withdrawals Balance | | 20,523,583.80 |
| GOVERNMENT AGENCIES 2258 1.0% FNMA 4/30/18 2260 1.0% FNMA 5/21/18 2261 1.17% FHLB 6/13/18 2288 1.50% FNMA 3/16/16 2289 1.80% FHLB 3/30/21 2290 2.0% FHLB 4/29/21 2291 1.67% FFCB 6/14/21 | -1,000,000.00 1,000,000.00 | 500,000.00 500,000.00 500,000.00 1,000,000.00 500,000.00 1,000,000.00 |
| PORTFOLIO BALANCE AS OF JUNE 2016 | 69,368,734.87 | 69,368,734.87 |

| INTEREST EARNINGS | 15-16 FISCAL YEAR-TO-DATE | |
|--|---------------------------|-------------------|
| EARNINGS BALANCE AS S OF JUNE 1, 2016 | | 497,132.18 |
| CERTIFICATES OF DEPOSIT INT. | 16,457.10 | |
| OTHER GOVERNMENT SECURITIES | 63,082.50 | |
| CITIBANK MONEY MARKET ACCOUNT | 22.79 | |
| CITIBANK MONEY MARKET ACCOUNT 3 | 1,927.11 | |
| BANK OF NY MONEY MARKET ACCT. | 3.33 | |
| ACCRUED INTEREST | 183,741.81 | |
| PREPAID INTEREST | -8,075.00 | |
| LOCAL AGENCY INVESTMENT FUNDS | | |
| LAIF ACCRUED INTEREST | 27,674.54 | |
| CITY OF HEMET INTEREST | | |
| MONTHLY EARNINGS TOTAL | 284,834.18 | 284,834.18 |
| MEMO ONLY: | | |
| BANK CHARGES & INVESTMENT PREMIUMS | -175,668.41 | |
| 15-16 YEAR-TO-DATE INTEREST EARNINGS | | 781,966.36 |

CITY OF HEMET
Portfolio Management
Portfolio Summary
June 30, 2016

| Investments | Par Value | Market Value | Book Value | % of Portfolio | Term | Days to Maturity | YTM 360 Equiv. | YTM 365 Equiv. |
|--------------------------------|----------------------|----------------------|----------------------|-----------------------|-------------|-------------------------|-----------------------|-----------------------|
| Certificates of Deposit - Bank | 1,733,000.00 | 1,735,921.76 | 1,733,000.00 | 2.49 | 1,619 | 296 | 1.452 | 1.473 |
| Managed Pool Accounts | 20,341,766.04 | 20,341,766.04 | 20,341,766.04 | 29.25 | 1 | 1 | 0.454 | 0.460 |
| Passbook/Checking Accounts | 16,827,385.03 | 16,827,385.03 | 16,827,385.03 | 24.20 | 1 | 1 | 0.408 | 0.414 |
| Local Government Bonds | 12,523,583.80 | 13,065,436.80 | 12,650,132.12 | 18.19 | 2,303 | 1,787 | 2.450 | 2.484 |
| Medium Term Notes | 8,000,000.00 | 8,217,940.00 | 8,052,077.54 | 11.58 | 1,786 | 1,201 | 1.900 | 1.927 |
| Federal Agency Issues - Coupon | 4,000,000.00 | 4,001,640.00 | 4,000,000.00 | 5.75 | 1,826 | 1,361 | 1.419 | 1.439 |
| Negotiable CDs | 5,943,000.00 | 6,109,315.64 | 5,943,000.00 | 8.55 | 1,880 | 1,047 | 1.780 | 1.805 |
| Investments | 69,368,734.87 | 70,299,405.27 | 69,547,360.73 | 100.00% | 932 | 640 | 1.167 | 1.183 |

| Cash and Accrued Interest | | | | | | | | |
|-----------------------------------|----------------------|----------------------|----------------------|--|------------|------------|--------------|--------------|
| Accrued Interest at Purchase | | 25,611.35 | 25,611.35 | | | | | |
| Subtotal | | 25,611.35 | 25,611.35 | | | | | |
| Total Cash and Investments | 69,368,734.87 | 70,325,016.62 | 69,572,972.08 | | 932 | 640 | 1.167 | 1.183 |

| Total Earnings | June 30 Month Ending | Fiscal Year To Date | Fiscal Year Ending |
|---------------------------------|-----------------------------|----------------------------|---------------------------|
| Current Year | 70,628.11 | 1,239,573.65 | 1,239,573.65 |
| Average Daily Balance | 69,799,270.54 | 61,612,723.20 | |
| Effective Rate of Return | 1.23% | 2.01% | |

JUDITH L. OLTMAN, TREASURER

Reporting period 06/01/2016-06/30/2016

Run Date: 09/20/2016 - 13:20

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

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

| CUSIP | Investment # | Issuer | Average Balance | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | S&P | YTM 365 | Days to Maturity | Maturity Date |
|---------------------------------------|--------------|--------------------------------|----------------------|---------------|----------------------|----------------------|----------------------|-------------|-----|--------------|------------------|---------------|
| Certificates of Deposit - Bank | | | | | | | | | | | | |
| 06740KEX1 | 3146 | BARCLAYS BANK DE | | 12/07/2011 | 247,000.00 | 248,198.67 | 247,000.00 | 1.900 | | 1.902 | 159 | 12/07/2016 |
| SYS3174 | 3174 | BANK OF HEMET | | 09/06/2013 | 494,000.00 | 494,000.00 | 494,000.00 | 0.500 | | 0.500 | 67 | 09/06/2016 |
| SYS3144 | 3144 | BANK OF THE WEST | | 10/12/2011 | 249,000.00 | 249,805.14 | 249,000.00 | 1.750 | | 1.750 | 103 | 10/12/2016 |
| SYS3136 | 3136 | CIT BANK | | 08/24/2011 | 247,000.00 | 247,505.63 | 247,000.00 | 1.800 | | 1.800 | 54 | 08/24/2016 |
| SYS2231 | 3190 | CITADEL FEDERAL CREDIT UNION | | 10/20/2015 | 249,000.00 | 249,000.00 | 249,000.00 | 2.000 | | 2.000 | 1,572 | 10/20/2020 |
| 36160WVR7 | 3132 | G.E. Capital Financial, Inc. | | 08/12/2011 | 247,000.00 | 247,412.32 | 247,000.00 | 1.850 | | 1.850 | 42 | 08/12/2016 |
| Subtotal and Average | | | 1,733,000.00 | | 1,733,000.00 | 1,735,921.76 | 1,733,000.00 | | | 1.473 | 296 | |
| Managed Pool Accounts | | | | | | | | | | | | |
| SYS1001 | 1001 | LOCAL AGENCY INVESTMENT FUND | | | 20,341,766.04 | 20,341,766.04 | 20,341,766.04 | 0.460 | | 0.460 | 1 | |
| Subtotal and Average | | | 20,341,766.04 | | 20,341,766.04 | 20,341,766.04 | 20,341,766.04 | | | 0.460 | 1 | |
| Passbook/Checking Accounts | | | | | | | | | | | | |
| SYS5009 | 5009 | BANK OF NEW YORK | | | 1,219,032.68 | 1,219,032.68 | 1,219,032.68 | | | 0.000 | 1 | |
| SYS5001 | 5001 | Citibank | | | 206,331.07 | 206,331.07 | 206,331.07 | 0.150 | | 0.150 | 1 | |
| SYS5004 | 5004 | CITIBANK3 | | | 15,402,021.28 | 15,402,021.28 | 15,402,021.28 | 0.450 | | 0.450 | 1 | |
| Subtotal and Average | | | 16,543,967.76 | | 16,827,385.03 | 16,827,385.03 | 16,827,385.03 | | | 0.414 | 1 | |
| Local Government Bonds | | | | | | | | | | | | |
| 044555PA2 | 5025 | ASHLAND OREGON | | 10/23/2014 | 1,145,000.00 | 1,184,479.60 | 1,134,572.27 | 2.800 | AA | 2.926 | 2,953 | 08/01/2024 |
| 048339SE6 | 5018 | ATLANTIC CITY N.J. | | 06/02/2014 | 465,000.00 | 475,997.25 | 478,200.81 | 3.953 | A | 2.075 | 639 | 04/01/2018 |
| 048339SF3 | 5019 | ATLANTIC CITY N.J. | | 06/02/2014 | 440,000.00 | 455,180.00 | 458,085.29 | 4.253 | A | 2.651 | 1,004 | 04/01/2019 |
| 04780NHS9 | 5030 | ATLANTA DEVELOPMENT AUTHORITY | | 07/09/2015 | 825,000.00 | 845,443.50 | 828,646.21 | 2.518 | A | 2.400 | 1,461 | 07/01/2020 |
| 13124MAH8 | 5026 | CALLEGUAS CA MUNI WATER DIST | | 10/23/2014 | 745,000.00 | 757,769.30 | 756,162.78 | 2.601 | AAA | 2.201 | 1,461 | 07/01/2020 |
| 156792GW7 | 5027 | CERRITOS COMMUNITY COLLEGE DIS | | 12/01/2014 | 1,260,000.00 | 1,343,714.40 | 1,270,317.76 | 2.971 | AA | 2.821 | 2,222 | 08/01/2022 |
| 404476HH9 | 5022 | HABERSHAM COUNTY HOSPITAL AUTH | | 08/13/2014 | 795,000.00 | 813,610.95 | 798,315.12 | 2.250 | | 2.080 | 945 | 02/01/2019 |
| 413450HY6 | 5034 | HARPER CREEK COMM. SCH. DIST. | | 10/06/2015 | 600,000.00 | 633,396.00 | 605,180.95 | 2.743 | | 2.550 | 1,765 | 05/01/2021 |
| 544587C30 | 5036 | L.A. MUNI IMPROVEMENT CORP | | 11/30/2015 | 520,000.00 | 549,546.40 | 531,045.01 | 3.146 | | 2.620 | 1,584 | 11/01/2020 |
| 45462TEJ7 | 5032 | INDIANA BOND BANK | | 09/15/2015 | 990,000.00 | 1,030,669.20 | 1,000,571.61 | 2.710 | AA | 2.501 | 2,024 | 01/15/2022 |
| 650035J66 | 5015 | NEW YORK STATE REVENUE BONDS | | 03/25/2014 | 500,000.00 | 511,620.00 | 499,357.92 | 2.000 | | 2.050 | 987 | 03/15/2019 |
| 64971WMC1 | 5031 | NEW YORK CITY TRANSITIONA; FIN | | 08/03/2015 | 1,000,000.00 | 1,065,070.00 | 1,015,498.73 | 2.840 | | 2.560 | 2,222 | 08/01/2022 |
| 73474TAG5 | 5033 | PORT OF MORROW ORE TRANS FAC | | 09/14/2015 | 740,000.00 | 779,878.60 | 748,372.51 | 2.737 | | 2.500 | 1,888 | 09/01/2021 |
| 767169DY8 | 5028 | RIO RANCHO | | 02/12/2015 | 498,583.80 | 525,761.60 | 501,242.32 | 3.200 | A | 3.122 | 2,892 | 06/01/2024 |
| 786134VB9 | 5029 | SACRAMENTO CO. SANITATION DIST | | 03/02/2015 | 1,000,000.00 | 1,061,750.00 | 1,017,854.26 | 2.810 | AA | 2.451 | 1,979 | 12/01/2021 |
| 13063CKL3 | 5017 | STATE OF CALIFORNIA | | 05/16/2014 | 1,000,000.00 | 1,031,550.00 | 1,006,708.57 | 2.250 | | 2.000 | 1,034 | 05/01/2019 |

Portfolio COFH

AP

PM (PRF_PM2) 7.3.0

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

| CUSIP | Investment # | Issuer | Average Balance | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | S&P | YTM 365 | Days to Maturity | Maturity Date |
|---------------------------------------|--------------|-------------------------------|----------------------|---------------|----------------------|----------------------|----------------------|-------------|-----|--------------|------------------|---------------|
| Subtotal and Average | | | 12,651,539.12 | | 12,523,583.80 | 13,065,436.80 | 12,650,132.12 | | | 2.484 | 1,787 | |
| Medium Term Notes | | | | | | | | | | | | |
| 037833AQ3 | 5016 | APPLE | | 05/15/2014 | 1,000,000.00 | 1,029,110.00 | 1,003,777.22 | 2.100 | | 1.960 | 1,039 | 05/06/2019 |
| 084670BL1 | 5023 | BERKSHIRE HATHAWAY | | 08/14/2014 | 1,000,000.00 | 1,030,330.00 | 1,002,950.99 | 2.100 | | 2.000 | 1,139 | 08/14/2019 |
| 14912L6B2 | 5020 | CATERPILLAR | | 06/09/2014 | 1,000,000.00 | 1,026,800.00 | 1,002,227.68 | 2.100 | A | 2.020 | 1,073 | 06/09/2019 |
| 36962G7G3 | 5014 | G.E. CAPITAL CORP. | | 03/14/2014 | 500,000.00 | 516,975.00 | 505,439.52 | 2.300 | | 1.932 | 927 | 01/14/2019 |
| 02665WAZ4 | 5035 | AMERICAN HONDA FINANCE | | 10/23/2015 | 1,000,000.00 | 1,038,580.00 | 1,012,211.52 | 2.450 | | 2.144 | 1,546 | 09/24/2020 |
| 68389XAN5 | 5010 | ORACLE | | 03/28/2013 | 500,000.00 | 501,770.00 | 500,313.21 | 1.200 | | 1.150 | 471 | 10/15/2017 |
| 90261XHE5 | 5024 | UBS AG STAMFORD CT | | 08/18/2014 | 500,000.00 | 511,355.00 | 501,244.30 | 2.375 | | 2.290 | 1,139 | 08/14/2019 |
| 92826CAB8 | 5037 | VISA INC | | 12/15/2015 | 1,000,000.00 | 1,031,080.00 | 1,002,067.24 | 2.200 | | 2.151 | 1,627 | 12/14/2020 |
| 94974BFG0 | 5013 | WELLS FARGO | | 04/26/2013 | 500,000.00 | 502,800.00 | 501,114.90 | 1.500 | | 1.350 | 564 | 01/16/2018 |
| 94974BGR5 | 5038 | WELLS FARGO | | 04/01/2016 | 1,000,000.00 | 1,029,140.00 | 1,020,730.96 | 2.550 | A | 1.776 | 1,620 | 12/07/2020 |
| Subtotal and Average | | | 8,052,664.28 | | 8,000,000.00 | 8,217,940.00 | 8,052,077.54 | | | 1.927 | 1,201 | |
| Federal Agency Issues - Coupon | | | | | | | | | | | | |
| 3133EGEX9 | 2291 | FEDERAL FARM CREDIT BANKS | | 06/14/2016 | 1,000,000.00 | 1,000,430.00 | 1,000,000.00 | 1.670 | AA | 1.670 | 1,809 | 06/14/2021 |
| 313383GY1 | 2261 | FEDERAL HOME LOAN BANK | | 06/13/2013 | 500,000.00 | 500,030.00 | 500,000.00 | 1.170 | | 1.170 | 712 | 06/13/2018 |
| 3130A7J55 | 2290 | FEDERAL HOME LOAN BANK | | 04/29/2016 | 500,000.00 | 500,575.00 | 500,000.00 | 2.000 | | 2.000 | 1,763 | 04/29/2021 |
| 3135G0WN9 | 2258 | FEDERAL NTL MORTGAGE ASSOC. | | 04/30/2013 | 500,000.00 | 500,095.00 | 500,000.00 | 1.000 | | 1.000 | 668 | 04/30/2018 |
| 3135G0XG3 | 2260 | FEDERAL NTL MORTGAGE ASSOC. | | 05/21/2013 | 500,000.00 | 500,090.00 | 500,000.00 | 1.000 | | 1.000 | 689 | 05/21/2018 |
| 3136G3AN5 | 2288 | FEDERAL NTL MORTGAGE ASSOC. | | 03/16/2016 | 1,000,000.00 | 1,000,420.00 | 1,000,000.00 | 1.500 | | 1.500 | 1,719 | 03/16/2021 |
| Subtotal and Average | | | 4,533,333.33 | | 4,000,000.00 | 4,001,640.00 | 4,000,000.00 | | | 1.439 | 1,361 | |
| Negotiable CDs | | | | | | | | | | | | |
| 02437PAG8 | 3173 | AMERICAN NATIONAL BANK DALLAS | | 08/12/2013 | 248,000.00 | 248,233.89 | 248,000.00 | 1.250 | | 1.251 | 407 | 08/12/2017 |
| 02587DWK0 | 3184 | AMERICAN EXPRESS CENTURIAN | | 11/28/2014 | 247,000.00 | 258,382.92 | 247,000.00 | 2.200 | | 2.012 | 1,246 | 11/29/2019 |
| 02587CAW0 | 3180 | AMERICAN EXPRESS FSB | | 08/21/2014 | 247,000.00 | 256,913.49 | 247,000.00 | 2.100 | | 2.101 | 1,146 | 08/21/2019 |
| 05580ACF9 | 3187 | BMW BANK OF NORTH AMERICA, UT | | 07/17/2015 | 247,000.00 | 260,469.45 | 247,000.00 | 2.250 | | 2.253 | 1,477 | 07/17/2020 |
| 0606247B3 | 3176 | BANK OF BARODA N.Y. | | 11/12/2013 | 248,000.00 | 256,161.21 | 248,000.00 | 2.150 | | 2.151 | 865 | 11/13/2018 |
| 856284-E3-4 | 3147 | BANK OF INDIA NEW YORK | | 04/27/2012 | 248,000.00 | 249,981.05 | 248,000.00 | 2.000 | | 2.001 | 300 | 04/27/2017 |
| 14042E4P2 | 3186 | CAPITAL ONE NA | | 07/15/2015 | 247,000.00 | 260,948.04 | 247,000.00 | 2.300 | | 2.303 | 1,475 | 07/15/2020 |
| 140420SQ4 | 3185 | CAPITAL ONE | | 06/24/2015 | 247,000.00 | 259,845.38 | 247,000.00 | 2.200 | | 2.202 | 1,454 | 06/24/2020 |
| 17037TDV6 | 3169 | CHOICE FINANCIAL GROUP | | 11/20/2012 | 248,000.00 | 247,821.79 | 248,000.00 | 1.000 | | 1.001 | 507 | 11/20/2017 |
| 20033AAG13 | 3168 | COMENITY CAPITAL BANK | | 10/25/2012 | 249,000.00 | 248,867.38 | 249,000.00 | 1.050 | | 1.065 | 481 | 10/25/2017 |
| 20451PEN2 | 3175 | COMPASS BANK | | 09/25/2013 | 247,000.00 | 253,907.38 | 247,000.00 | 2.000 | | 2.001 | 816 | 09/25/2018 |

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

| CUSIP | Investment # | Issuer | Average Balance | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | S&P | YTM 365 | Days to Maturity | Maturity Date |
|-----------------------------|--------------|-------------------------|----------------------|---------------|----------------------|----------------------|----------------------|-------------|-----|--------------|------------------|---------------|
| Negotiable CDs | | | | | | | | | | | | |
| 20786AAL9 | 3177 | CONNECTONE BANK N.J. | | 12/13/2013 | 247,000.00 | 253,556.54 | 247,000.00 | 1.850 | | 1.851 | 895 | 12/13/2018 |
| 2546714X5 | 3181 | DISCOVER BANK | | 08/27/2014 | 247,000.00 | 256,964.55 | 247,000.00 | 2.100 | | 2.101 | 1,152 | 08/27/2019 |
| 29976DNY2 | 3166 | EVERBANK | | 10/15/2012 | 248,000.00 | 247,707.26 | 248,000.00 | 1.000 | | 1.001 | 472 | 10/16/2017 |
| 373128DS3 | 3167 | GEORGIA BANK AND TRUST | | 10/17/2012 | 249,000.00 | 248,706.50 | 249,000.00 | 1.000 | | 1.014 | 473 | 10/17/2017 |
| 38148JBU4 | 3183 | GOLDMAN SACHS | | 11/05/2014 | 247,000.00 | 257,804.37 | 247,000.00 | 2.150 | | 2.151 | 1,219 | 11/02/2019 |
| 40434AZA0 | 3189 | HSBC BANK USA NA | | 09/25/2015 | 248,000.00 | 255,758.68 | 248,000.00 | 2.500 | | 2.502 | 3,373 | 09/25/2025 |
| 48124JSB5 | 3171 | JP MORGAN CHASE BANK | | 01/28/2013 | 248,000.00 | 248,097.71 | 248,000.00 | 0.850 | | 0.850 | 576 | 01/28/2018 |
| 628779FJ4 | 3178 | NBT BANK | | 06/06/2014 | 247,000.00 | 254,179.15 | 247,000.00 | 1.800 | | 1.801 | 1,070 | 06/06/2019 |
| 700654AV8 | 3182 | PARK NATIONAL BANK | | 09/26/2014 | 249,000.00 | 257,945.23 | 249,000.00 | 2.100 | | 2.099 | 998 | 03/26/2019 |
| 74267GUQ8 | 3179 | PRIVATEBANK & TRUST CO. | | 07/21/2014 | 247,000.00 | 255,956.66 | 247,000.00 | 2.000 | | 2.001 | 1,116 | 07/22/2019 |
| 795450XG5 | 3191 | SALLIE MAE | | 12/09/2015 | 247,000.00 | 260,836.57 | 247,000.00 | 2.200 | | 2.202 | 1,622 | 12/09/2020 |
| 87165FJG0 | 3188 | SYNCHRONY BANK | | 07/31/2015 | 247,000.00 | 260,961.13 | 247,000.00 | 2.300 | | 2.303 | 1,491 | 07/31/2020 |
| 909557CL2 | 3170 | UNITED BANKERS' BANK | | 11/29/2012 | 249,000.00 | 249,309.31 | 249,000.00 | 1.100 | | 1.115 | 516 | 11/29/2017 |
| Subtotal and Average | | | 5,943,000.00 | | 5,943,000.00 | 6,109,315.64 | 5,943,000.00 | | | 1.805 | 1,047 | |
| Total and Average | | | 69,799,270.54 | | 69,368,734.87 | 70,299,405.27 | 69,547,360.73 | | | 1.183 | 640 | |

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

| CUSIP | Investment # | Issuer | Average Balance | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | S&P | YTM 365 | Days to Maturity |
|-------|--------------|-----------------------------------|----------------------|------------------------------|----------------------|----------------------|----------------------|-------------|-----|--------------|------------------|
| | | Average Balance | 0.00 | Accrued Interest at Purchase | | 25,611.35 | 25,611.35 | | | | 0 |
| | | | | Subtotal | | 25,611.35 | 25,611.35 | | | | |
| | | Total Cash and Investments | 69,799,270.54 | | 69,368,734.87 | 70,325,016.62 | 69,572,972.08 | | | 1.183 | 640 |

LIBRARY
Portfolio Management
Portfolio Summary
June 30, 2016

| Investments | Par Value | Market Value | Book Value | % of Portfolio | Term | Days to Maturity | YTM 360 Equiv. | YTM 365 Equiv. |
|----------------------------------|---------------------|---------------------|---------------------|----------------|--------------|------------------|----------------|----------------|
| Federal Agency Coupon Securities | 1,000,000.00 | 1,000,780.00 | 1,000,000.00 | 100.00 | 1,826 | 1,761 | 1.356 | 1.375 |
| Investments | 1,000,000.00 | 1,000,780.00 | 1,000,000.00 | 100.00% | 1,826 | 1,761 | 1.356 | 1.375 |

| Total Earnings | June 30 Month Ending | Fiscal Year To Date | Fiscal Year Ending |
|---------------------------------|----------------------|---------------------|--------------------|
| Current Year | 1,145.83 | 2,329.86 | 2,329.86 |
| Average Daily Balance | 1,000,000.00 | | |
| Effective Rate of Return | 1.39% | | |

JUDITH L. OLTMAN, TREASURER

LIBRARY
Portfolio Management
Portfolio Details - Investments
June 30, 2016

| CUSIP | Investment # | Issuer | Average Balance | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | YTM 365 | Days to Maturity | Maturity Date |
|---|--------------|------------------------|---------------------|---------------|---------------------|---------------------|---------------------|-------------|--------------|------------------|---------------|
| Federal Agency Coupon Securities | | | | | | | | | | | |
| 3130A7GZ2 | 3306 | FEDERAL HOME LOAN BANK | | 03/30/2016 | 500,000.00 | 500,255.00 | 500,000.00 | 1.250 | 1.250 | 1,733 | 03/30/2021 |
| 3136G3MW2 | 3307 | FEDERAL NATL MORTGAGE | | 05/25/2016 | 500,000.00 | 500,525.00 | 500,000.00 | 1.500 | 1.500 | 1,789 | 05/25/2021 |
| Subtotal and Average | | | 1,000,000.00 | | 1,000,000.00 | 1,000,780.00 | 1,000,000.00 | | 1.375 | 1,761 | |
| Total and Average | | | 1,000,000.00 | | 1,000,000.00 | 1,000,780.00 | 1,000,000.00 | | 1.375 | 1,761 | |

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

| Issuer | CUSIP | Investment # | Security Type | Par Value | Current Rate | Date Due | Date Received | Interest | | Variance |
|------------------------------|------------|--------------|---------------|--------------|--------------|------------|-----------------|------------------|------------------|----------|
| | | | | | | | | Amount Due | Amount Received | |
| AMERICAN EXPRESS CENTURIAN | 02587DWK0 | 3184 | NC2 | 247,000.00 | 2.200 | 05/28/2016 | 06/07/2016 | 2,709.56 | 2,709.56 | - |
| | | | | | | | Subtotal | 2,709.56 | 2,709.56 | |
| BARCLAYS BANK DE | 06740KEX1 | 3146 | BCD | 247,000.00 | 1.900 | 06/07/2016 | 06/08/2016 | 2,352.93 | 2,352.93 | - |
| | | | | | | | Subtotal | 2,352.93 | 2,352.93 | |
| BANK OF HEMET | SYS3174 | 3174 | BCD | 494,000.00 | 0.500 | 06/06/2016 | 06/09/2016 | 209.78 | 209.78 | - |
| | | | | | | | Subtotal | 209.78 | 209.78 | |
| BANK OF THE WEST | SYS3144 | 3144 | BCD | 249,000.00 | 1.750 | 06/12/2016 | 06/14/2016 | 370.09 | 370.09 | - |
| | | | | | | | Subtotal | 370.09 | 370.09 | |
| CAPITAL ONE | 140420SQ4 | 3185 | NC2 | 247,000.00 | 2.200 | 06/24/2016 | 06/28/2016 | 2,724.44 | 2,724.44 | - |
| | | | | | | | Subtotal | 2,724.44 | 2,724.44 | |
| CATERPILLAR | 14912L6B2 | 5020 | MTN | 1,000,000.00 | 2.100 | 06/09/2016 | 06/14/2016 | 10,500.00 | 10,500.00 | - |
| | | | | | | | Subtotal | 10,500.00 | 10,500.00 | |
| CITADEL FEDERAL CREDIT UNION | SYS2231 | 3190 | BCD | 249,000.00 | 2.000 | 05/30/2016 | 06/08/2016 | 409.32 | 422.96 | 13.64 |
| | | | | | | | Subtotal | 409.32 | 422.96 | |
| COMENITY CAPITAL BANK | 20033AAG13 | 3168 | NC2 | 249,000.00 | 1.050 | 06/25/2016 | 06/28/2016 | 225.14 | 222.05 | -3.09 |
| | | | | | | | Subtotal | 225.14 | 222.05 | |
| CONNECTONE BANK N.J. | 20786AAL9 | 3177 | NC2 | 247,000.00 | 1.850 | 06/13/2016 | 06/14/2016 | 388.09 | 388.09 | - |
| | | | | | | | Subtotal | 388.09 | 388.09 | |
| FEDERAL HOME LOAN BANK | 313383GY1 | 2261 | FAC | 500,000.00 | 1.170 | 06/13/2016 | 06/14/2016 | 2,925.00 | 2,925.00 | - |
| | | | | | | | Subtotal | 2,925.00 | 2,925.00 | |
| FEDERAL NTL MORTGAGE ASSOC. | 3136G04U2 | 2253 | FAC | 0.00 | 1.000 | 05/29/2016 | 06/01/2016 | 2,500.00 | 2,500.00 | - |
| | 3135G0UN1 | 2255 | FAC | 0.00 | 1.150 | 05/28/2016 | 06/07/2016 | 1,437.50 | 1,437.50 | - |

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

| Issuer | CUSIP | Investment # | Security Type | Par Value | Current Rate | Interest | | | | |
|--------------------------------|-----------|--------------|---------------|--------------|--------------|-----------------|---------------|------------------|------------------|----------|
| | | | | | | Date Due | Date Received | Amount Due | Amount Received | Variance |
| | | | | | | Subtotal | | 3,937.50 | 3,937.50 | |
| GEORGIA BANK AND TRUST | 373128DS3 | 3167 | NC2 | 249,000.00 | 1.000 | 06/17/2016 | 06/20/2016 | 214.42 | 211.48 | -2.94 |
| | | | | | | Subtotal | | 214.42 | 211.48 | |
| HSBC BANK USA NA | 40434AZA0 | 3189 | NC2 | 248,000.00 | 2.500 | 06/25/2016 | 06/28/2016 | 526.58 | 526.58 | - |
| | 40434AZA0 | 3189 | NC2 | 248,000.00 | 2.500 | 06/27/2016 | 06/29/2016 | 0.00 | 33.97 | 33.97 |
| | | | | | | Subtotal | | 526.58 | 560.55 | |
| NBT BANK | 628779FJ4 | 3178 | NC2 | 247,000.00 | 1.800 | 06/06/2016 | 06/07/2016 | 2,229.09 | 2,229.09 | - |
| | | | | | | Subtotal | | 2,229.09 | 2,229.09 | |
| PARK NATIONAL BANK | 700654AV8 | 3182 | NC2 | 249,000.00 | 2.100 | 05/26/2016 | 06/07/2016 | 429.78 | 429.78 | - |
| | 700654AV8 | 3182 | NC2 | 249,000.00 | 2.100 | 06/26/2016 | 06/28/2016 | 444.11 | 444.11 | - |
| | | | | | | Subtotal | | 873.89 | 873.89 | |
| RIO RANCHO | 767169DY8 | 5028 | NCB | 498,583.80 | 3.200 | 06/01/2016 | 06/07/2016 | 7,977.34 | 7,920.00 | -57.34 |
| | | | | | | Subtotal | | 7,977.34 | 7,920.00 | |
| SACRAMENTO CO. SANITATION DIST | 786134VB9 | 5029 | NCB | 1,000,000.00 | 2.810 | 06/01/2016 | 06/07/2016 | 14,050.00 | 14,050.00 | - |
| | | | | | | Subtotal | | 14,050.00 | 14,050.00 | |
| SALLIE MAE | 795450XG5 | 3191 | NC2 | 247,000.00 | 2.200 | 06/09/2016 | 06/14/2016 | 2,724.44 | 2,724.44 | - |
| | | | | | | Subtotal | | 2,724.44 | 2,724.44 | |
| UNITED BANKERS' BANK | 909557CL2 | 3170 | NC2 | 249,000.00 | 1.100 | 05/28/2016 | 06/07/2016 | 228.25 | 225.12 | -3.13 |
| | 909557CL2 | 3170 | NC2 | 249,000.00 | 1.100 | 06/28/2016 | 06/30/2016 | 235.86 | 232.63 | -3.23 |
| | | | | | | Subtotal | | 464.11 | 457.75 | |
| VISA INC | 92826CAB8 | 5037 | MTN | 1,000,000.00 | 2.200 | 06/14/2016 | 06/15/2016 | 11,000.00 | 11,000.00 | - |
| | | | | | | Subtotal | | 11,000.00 | 11,000.00 | |
| WELLS FARGO | 94974BGR5 | 5038 | MTN | 1,000,000.00 | 2.550 | 06/07/2016 | 06/08/2016 | 12,750.00 | 12,750.00 | - |
| | | | | | | Subtotal | | 12,750.00 | 12,750.00 | |

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

| Issuer | CUSIP | Investment # | Security Type | Par Value | Current Rate | Interest | | | Variance | |
|--------|-------|--------------|---------------|-----------|--------------|----------|------------------------|------------|-----------|-----------------|
| | | | | | | Date Due | Date Received | Amount Due | | Amount Received |
| | | | | | | | Total | 79,561.72 | 79,539.60 | |
| | | | | | | | Total Cash Overpayment | 47.61 | | |
| | | | | | | | Total Cash Shortfall | -69.73 | | |

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

| Issuer | CUSIP | Investment # | Security Type | Par Value | Current Rate | Date Received | Interest |
|----------------------|---------|--------------|---------------|---------------|--------------|-----------------|-----------------|
| | | | | | | | Amount Received |
| Cash Accounts | | | | | | | |
| BANK OF NEW YORK | SYS5009 | 5009 | PA1 | 219,032.68 | | 06/06/2016 | 3.33 |
| | | | | | | Subtotal | 3.33 |
| Citibank | SYS5001 | 5001 | PA1 | 201,808.28 | 0.150 | 06/30/2016 | 22.79 |
| | | | | | | Subtotal | 22.79 |
| CITIBANK3 | SYS5004 | 5004 | PA1 | 15,400,094.17 | 0.450 | 06/30/2016 | 1,927.11 |
| | | | | | | Subtotal | 1,927.11 |
| | | | | | | Total | 1,953.23 |

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

www.treasurer.ca.gov/pmia-laif/laif.asp
September 20, 2016

CITY OF HEMET

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

PMIA Average Monthly Yields

Account Number:
98-33-362

Tran Type Definitions

June 2016 Statement

Account Summary

| | | | |
|-------------------|------|--------------------|---------------|
| Total Deposit: | 0.00 | Beginning Balance: | 20,341,766.04 |
| Total Withdrawal: | 0.00 | Ending Balance: | 20,341,766.04 |

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

| Date | Activity | 103852000 788-1508 Bond | 103852001 788-1508 Prepayment | 103852002 Special | 103852003 788-1510 Escrow | 103852004 788-1502 Cost of | 103852005 788-1506 Reserve | TOTAL |
|-----------|-------------------------------------|-------------------------------|-------------------------------------|----------------------|---------------------------------|----------------------------------|----------------------------------|--------------------------|
| | Khov prepay (31 lots) | | | | | | | 0.00 |
| | Trust fees | | | | | | | 0.00 |
| | BALANCE | 0.00 | 0.00 | 763,333.65 | 0.00 | 0.00 | 274,141.25 | 1,037,474.90 |
| 5/31/2016 | Interest | | | | | | | 0.00 |
| | Transfer funds | | | | | | | 0.00 |
| | City of Hemet | | | 346,259.47 | | | | 346,259.47 |
| | Debt Service | | | | | | | 0.00 |
| | Khov prepay (31 lots) | | | | | | | 0.00 |
| | Trust fees | | | | | | | 0.00 |
| | BALANCE | 0.00 | 0.00 | 1,109,593.12 | 0.00 | 0.00 | 274,141.25 | 1,383,734.37 |
| 6/30/2016 | Interest | | | | | | | 0.00 |
| | Transfer funds | | | | | | | 0.00 |
| | City of Hemet | | | | | | | 0.00 |
| | Debt Service | | | | | | | 0.00 |
| | Khov prepay (31 lots) | | | | | | | 0.00 |
| | Trust fees | | | | | | | 0.00 |
| | BALANCE | 0.00 | 0.00 | 1,109,593.12 | 0.00 | 0.00 | 274,141.25 | 1,383,734.37 |
| | First American Treasury Oblig | 1,383,734.37 | | | | | | |
| | US Treasury Notes, various | | | | | | | not carried on COH books |
| | Misc Assets | 1.00 | | | | | | |
| | | <u>1,383,735.37</u> | | | | | | |
| | Cash held by FA, net of Escrow acct | 1,383,734.37 | | | | | | |
| | | | | | | | | 0.00 |

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

| | | Riverside County Public Financing - Fiscal Agent | | | | | City of Hemet as SA to former Hemet RDA | | | | | | | |
|-----------|------------------------------------|--|------------------|-------------------|-----------------------|--------------------------|---|----------------------|---------------------|----------------------|--------------------|-----------------------|-------------------|-----------------------|
| Date | Activity | 6712115701 | 6712115702 | 6712115703 | 6712115704 | 6712115705 | 6712115800 | 6712115801 | 6712115802 | 6712115803 | 6712115804 | 6712115805 | 6712115806 | TOTAL All Accounts |
| | | Revenue Fund | Interest Fund | Principal Fund | Bond Purchase Fund | Cost of Issuance Fund | SA to Hemet RDA 2014 TTE | Debt Service Fund | Interest Account | Principal Account | Reserve Account | Redemption Account | Refunding Fund | |
| | BALANCE | 0.00 | 0.00 | 0.00 | 10,529,999.00 | 0.00 | 0.00 | 0.00 | 25.89 | 0.00 | 0.00 | 0.00 | 0.00 | 25.89 |
| 1/31/2016 | Interest | | | | | | | | | | | | | 0.00 |
| | Interfund transfer | | | | | | | | | | | | | 0.00 |
| | Debt Service from SA Hemet Redevel | | | | | | | | | | | | | 0.00 |
| | Debt Service Pmt | | | | | | | | | | | | | 0.00 |
| | SA to Redevelopment Agy | | | | | | | | | | | | | 0.00 |
| | BALANCE | 0.00 | 0.00 | 0.00 | 10,529,999.00 | 0.00 | 0.00 | 0.00 | 25.89 | 0.00 | 0.00 | 0.00 | 0.00 | 25.89 |
| 2/29/2016 | Interest | | | | | | | | | | | | | 0.00 |
| | Interfund transfer | -209095.99 | | | | | 0.00 | | | | | | | 0.00 |
| | Debt Service from SA Hemet Redevel | | | | | | | | | | | | | 0.00 |
| | Debt Service Pmt | | | | | | | | | | | | | 0.00 |
| | Wire from COH | 209095.99 | | | | | 0.00 | | | | | | | 0.00 |
| | SA to Redevelopment Agy | | | | | | | | | | | | | 0.00 |
| | BALANCE | 0.00 | 0.00 | 0.00 | 10,529,999.00 | 0.00 | 0.00 | 0.00 | 25.89 | 0.00 | 0.00 | 0.00 | 0.00 | 25.89 |
| 3/31/2016 | Interest | | | | | | | | | | | | | 5.03 |
| | Interfund transfer | 209,095.99 | -209,121.88 | | | | 0.02 | 15.45 | -10.44 | | | | | 25.89 |
| | Debt Service from SA Hemet Redevel | 25.89 | | | | | | -209,095.99 | 209,121.88 | | | | | 209,080.54 |
| | Debt Service Pmt | -209,121.88 | 209,121.88 | | | | | 209,080.54 | -209,121.88 | | | | | -209,121.88 |
| | Wire from COH | | | | | | | | | | | | | 0.00 |
| | SA to Redevelopment Agy | | | | | | | | | | | | | 0.00 |
| | BALANCE | 0.00 | 0.00 | 0.00 | 10,529,999.00 | 0.00 | 0.02 | 0.00 | 15.45 | 0.00 | 0.00 | 0.00 | 0.00 | 15.47 |
| 4/30/2016 | Interest | | | | | | | | | | | | | 0.00 |
| | Interfund transfer | | | | | | | | | | | | | 0.00 |
| | Debt Service from SA Hemet Redevel | | | | | | | | | | | | | 0.00 |
| | Debt Service Pmt | | | | | | | | | | | | | 0.00 |
| | Wire from COH | | | | | | | | | | | | | 0.00 |
| | SA to Redevelopment Agy | | | | | | | | | | | | | 0.00 |
| | BALANCE | 0.00 | 0.00 | 0.00 | 10,529,999.00 | 0.00 | 0.02 | 0.00 | 15.45 | 0.00 | 0.00 | 0.00 | 0.00 | 15.47 |
| 5/31/2016 | Interest | | | | | | | | | | | | | 0.00 |
| | Interfund transfer | | | | | | | | | | | | | 0.00 |
| | Debt Service from SA Hemet Redevel | | | | | | | | | | | | | 0.00 |
| | Debt Service Pmt | | | | | | | | | | | | | 0.00 |
| | Wire from COH | | | | | | | | | | | | | 0.00 |
| | SA to Redevelopment Agy | | | | | | | | | | | | | 0.00 |
| | BALANCE | 0.00 | 0.00 | 0.00 | 10,529,999.00 | 0.00 | 0.02 | 0.00 | 15.45 | 0.00 | 0.00 | 0.00 | 0.00 | 15.47 |
| 6/30/2016 | Interest | | | | | | | | | | | | | 0.00 |
| | Interfund transfer | | | | | | | | | | | | | 0.00 |
| | Debt Service from SA Hemet Redevel | | | | | | | | | | | | | 0.00 |
| | Debt Service Pmt | | | | | | | | | | | | | 0.00 |
| | Wire from COH | | | | | | | | | | | | | 0.00 |

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

| | | Riverside County Public Financing - Fiscal Agent | | | | | City of Hemet as SA to former Hemet RDA | | | | | | | |
|------|--------------------------------|--|---------------|----------------------|---------------------------|-----------------------|---|-------------------|------------------|-------------------|-----------------|--------------------|----------------|--------------|
| Date | Activity | 6712115701 | 6712115702 | 6712115703 | 6712115704 | 6712115705 | 6712115800 | 6712115801 | 6712115802 | 6712115803 | 6712115804 | 6712115805 | 6712115806 | TOTAL |
| | | Revenue Fund | Interest Fund | Principal Fund | Bond Purchase Fund | Cost of Issuance Fund | SA to Hemet RDA 2014 TTE | Debt Service Fund | Interest Account | Principal Account | Reserve Account | Redemption Account | Refunding Fund | All Accounts |
| | SA to Redevelopment Agy | | | | | | | | | | | | | 0.00 |
| | BALANCE | 0.00 | 0.00 | 0.00 | 10,529,999.00 | 0.00 | 0.02 | 0.00 | 15.45 | 0.00 | 0.00 | 0.00 | 0.00 | 15.47 |
| | Morgan Stanley Prime Instl | | | 10,529,999.00 | | | | | | | | | | |
| | Municipal Bond Insurance - BAM | | | 1.00 | not carried on City books | | | | | | | | | |
| | Held by Fiscal Agent | | | <u>10,530,000.00</u> | | | | | | | | | | |
| | | | | 0.00 | | | | | | | | | | |



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: Alexander P. Meyerhoff, City Manager 
Scott Brown, Fire Chief
Jessica Hurst, Deputy City Manager/Administrative Services

DATE: September 27, 2016

RE: Approval to Amend the City's Classification Plan by Updating the Classification of Battalion Chief, and Authorize and Appropriate Funding for Three Positions in the Fiscal Year 2016-17 Budget

RECOMMENDATION:

It is recommended that the City Council:

1. Approve amending the City's Classification Plan to update the classification of Battalion Chief,
2. Establish the salary range for the position,
3. Approve Resolution Bill No. 16-071 establishing benefits for the Battalion Chief classification,
4. De-authorize three (3) Administrative Captain positions,
5. Authorize three (3) Battalion Chief positions, and
6. Authorize the Deputy City Manager/Administrative Services to increase General Fund appropriations by \$18,596 to fund three (3) Battalion Chief positions.

BACKGROUND:

In fiscal year 2009-2010 the Battalion Chief positions were eliminated from the Fire Department budget. Since that time Fire Captains, in the capacity of Administrative Captains, have been taking on some of the duties once performed by the Battalion Chief classification. While this arrangement has been valuable to the department in providing administrative support, the increasing complexity of Fire Department operations necessitates the need for higher-level management support.

Additionally, in June 2015, the City engaged Emergency Services Consulting International in a Service Delivery Options Analysis of the Fire Department. One of the recommendations of the resulting report was to improve the management of the Department through the re-establishment of the Battalion Chief classification.

As requested by the City Manager and Fire Chief, Human Resources staff began the process of updating the job description and salary range for the Battalion Chief classification. Using job

descriptions and salary ranges for comparable cities, as listed in the Memorandum of Understanding between the City of Hemet and Hemet City Fire Fighters Local No. 2342 (HFFA), an updated job description and salary schedule was prepared and approved by the Fire Chief and City Manager in August 2016.

Due to the fact that some of the duties described in the Battalion Chief job description are currently being performed by Administrative Captains represented by HFFA, on September 12, 2016. The City fulfilled its obligation to meet and confer pursuant to the provisions of the Meyers-Milias-Brown Act to discuss the transfer of duties and elimination of the Administrative Captain positions.

The current fiscal year 2016-17 budget for Administrative Captain positions, as adopted by the City Council on June 14, 2016, totals \$552,888.

As an unrepresented classification, the Battalion Chief is assigned benefits by resolution, as described in Resolution Bill No. 16-071. The annual budgeted salary and benefit cost of three Battalion Chief positions is \$571,484, an increase of \$18,596 over that included in the fiscal year 2016-2017 budget for the Administrative Captain positions.

Staff is requesting that the City Council de-authorize the three (3) Administrative Captain positions and authorize three (3) Battalion Chief positions, including the additional appropriation amount of \$18,596 for fiscal year 2016-2017.

FISCAL IMPACT:

An additional appropriation of \$18,596 is needed from General Fund reserves to fund three Battalion Chief positions for fiscal year 2016-2017.

Respectfully submitted,


Scott Brown
Fire Chief

Approved as to form:


Eric S. Vail
City Attorney

Fiscal Review:


Jessica A. Hurst
Deputy City Manager/
Administrative Services

Attachments:

1. Battalion Chief job description
2. Battalion Chief salary schedule
3. Resolution Bill No. 16-071

CITY OF HEMET

Class Code: 2820
Page 1 of 4

Date Adopted: 10/1989
Date Last Revised: INSERT DATE

BATTALION CHIEF

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the class.

CLASS DEFINITION

Under executive direction, direct, coordinate, and supervise the activities and operations of an assigned shift; participate in the administration, planning, and training activities of assigned fire stations; direct the operations of a major support function; provide staff support in the administration, coordination, and planning of programs; provide highly responsible and complex administrative support to the Fire Chief; and perform other related duties as required.

DISTINGUISHING CLASS CHARACTERISTICS

The Fire Battalion Chief is the first management level position responsible for supervising an entire shift of firefighting personnel. This classification is distinguished from the next lower classification of Fire Captain by the supervising of a shift of personnel rather than a single engine company, and may assume command of the Fire Department in the Fire Chief's absence.

As the senior officer on fire suppression duty, the Fire Battalion Chief is required to make decisions on deployment of staff and equipment and calling in reinforcements. Incumbents are required to make decisions on all administrative matters for an assigned shift, and perform a broad range of specialized functions requiring both technical and administrative fire skills.

SUPERVISION RECEIVED AND EXERCISED

Executive direction is provided by the Fire Chief.

Exercises direct supervision over shift personnel.

ESSENTIAL FUNCTIONS

Essential functions, as defined under the Americans with Disabilities Act may include, but are not limited to the following characteristics, duties, responsibilities, knowledge, skills, abilities, and other characteristics.

EXAMPLES OF DUTIES

Direct a firefighting force comprised of regular full-time personnel engaged in a variety of structural, aircraft, and wildland fires, hazardous materials incidents, terrorism incidents, natural and man-made disasters, or other emergencies; as the senior officer on the scene, determine the method of abating the emergency and the need for additional fire personnel and equipment; may put additional employees and equipment on standby duty during hazardous operations.

Direct training and drills on an assigned shift; instruct subordinate staff in the performance of their assigned duties and in the proper methods and procedures of emergency and fire suppression work; interpret policies and procedures; recommend changes in operating policies.

Plan, organize, assign, and supervise the work of staff; evaluate performance, training, and personal development needs; provide performance feedback and prepare performance evaluations; initiate corrective and/or disciplinary action and respond to grievances and complaints according to established personnel policies and procedures.

Participate in the development and administration of recruitment and promotional exams.

Perform specialized assignments requiring considerable public and other outside contact along with technical and administrative skills; read and evaluate technical reports; conduct analytical and operational studies and prepare recommendations and findings; confer with superiors in coordinating programs with other divisions, departments, and agencies of the County.

Participate in the development and administration of the annual budget; participate in the forecast of funds needed for staffing, equipment, materials, supplies, and space; monitor expenditures; recommend adjustments as necessary.

Attend and participate in organizational and community meetings; serve as liaison with other divisions, departments, and outside agencies; prepare and present staff reports and other necessary documents or correspondence to City Council, groups and/or committees; respond to and resolve community and organizational inquiries and complaints.

Perform other related duties and responsibilities as assigned.

QUALIFICATIONS GUIDELINES

Knowledge, Skills, and Abilities:

Knowledge of:

- Principles, techniques, materials, equipment, strategy, and tactics used in fire suppression, technical rescue, hazardous materials response, emergency medical services, emergency management, investigation, prevention, and incident command;
- Operation, capabilities, and effectiveness of all equipment used by the Hemet Fire Department including extinguishing agents, vehicles, pumping apparatus, aerial ladders, firefighting aircraft, heavy equipment, and hand crews;
- Mechanical, chemical, and related characteristics of a wide variety of flammable and explosive materials and objects; building materials and construction; fire related codes and ordinances;
- Principles and practices of management necessary to plan, analyze, develop, direct, and evaluate fire control problems and administrative policies;
- Pertinent Federal, State, and local laws and procedures governing the activities of a fire department serving a large urban, industrial, and wildland area;

- Supervisory principles and practices, including work organization and delegation, training and evaluation, coaching, and disciplinary procedures;
- Current developments and new and changing technology in the fields of firefighting and administration;
- Certain specialized assignments may require additional knowledge related to the assignment such as those pertaining, but not limited to, Investigations, Emergency Medical Services, Operations Training and Safety, Community Volunteer Services, Strategic Planning, Special Operations, Emergency Planning and Coordination, Pre-Fire Management, and Emergency Dispatch.

Skill in:

- Planning, directing, and reviewing fire suppression, fire and life safety code compliance, emergency medical service activities, hazardous materials responses, and department-wide disaster preparedness efforts;
- Preparing budget data;
- Maintaining records and preparing logical reports;
- Communicating clearly, concisely, and effectively, both orally and in writing;
- Developing and presenting multi-media presentations;
- Training, motivating, leading, managing, supervising, and evaluating subordinate personnel;
- Maintaining discipline and enforcing rules, regulations, and procedures;
- Recognizing, prioritizing, and accomplishing needed tasks.

Ability to:

- Make sound decisions and direct operations at an emergency scene;
- Operate a personal computer and utilize word processing, records management, spreadsheet, and electronic mail software;
- On behalf of the Fire Chief, establish and maintain cooperative working relationships with the City Council, City leadership, and other department employees and groups;
- Establish and maintain cooperative working relationships with County representatives and other partner agencies;
- Represent and make formal presentations at meetings on behalf of the department;
- Follow oral and written directions;
- Operate within budget allocations;
- Promote a customer service focus in forging cooperative public relations;
- Identify with management and department goals and objectives and understand department priorities and needs;
- Work with considerable independent judgment;
- Effectively work with employees' problems and concerns;
- Demonstrate continuing effectiveness in carrying out the knowledge, skills, and requirements of the position;
- Meet the physical requirements necessary to perform assigned duties in a safe and effective manner for self and others;
- Actively pursue continuing education for self-improvement and mentoring of staff.

Education:

Bachelor's degree from an accredited institution with major coursework in fire technology, public administration, or a directly related field is required.

Completion of the National Fire Academy/Executive Leadership program (EFO) and/or Chief Officer Certification from the California State Fire Training is highly desirable.

Experience:

Five years of full-time fire suppression and prevention experience with a municipal fire department or fire district which must include a minimum of three years in the capacity of a Fire Captain or above.

Certification/License and/or Other Special Requirements:

Possession of a valid Class C California driver license with firefighter endorsement, and maintain a satisfactory driving record.

Certifications for completion of appropriate Incident Command System (ICS), National Incident Management System (NIMS), and National Wildland Coordination Group (NWCG) coursework.

ENVIRONMENTAL AND PHYSICAL WORKING CONDITIONS

Incumbents must be able to perform the work of fire suppression personnel whose duties demand good fitness, strength, and agility. This position requires prolonged sitting, standing, walking on level and slippery surfaces, climbing, balancing, reaching, twisting, and turning, kneeling, bending, squatting, stooping, crouching, crawling, lifting, and driving in the performance of daily activities. The position also requires grasping, repetitive hand movement, fine coordination, near and far vision, and acute hearing. The ability to lift, carry, and push tools, equipment, and supplies weighing 25 pounds or more is also required. Fire suppression works in all weather conditions including wet, hot, and cold.

**FIRE BATTALION CHIEF
SALARY SCHEDULE
Effective XXX**

| | Range | 1 | 2 | 3 | 4 | 5 |
|------------------------|--------------|--------------|--------------|--------------|--------------|---------------|
| Battalion Chief | 701 | 8,569 | 8,997 | 9,447 | 9,919 | 10,415 |



CITY OF HEMET
Hemet, California
RESOLUTION BILL NO. 16-071

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF HEMET, CALIFORNIA, ESTABLISHING TERMS AND
CONDITIONS OF EMPLOYMENT FOR THE NEW
"BATTALION CHIEF" CLASSIFICATION FOR THE CITY
OF HEMET

WHEREAS, the City Council has established a new Battalion Chief classification in the City's competitive service; and

WHEREAS, it is agreeable and desirable to define and establish the terms and conditions of employment applicable to the Battalion Chief classification; and

WHEREAS, this Resolution shall remain in effect until superseded by a subsequent resolution concerning this matter; and

WHEREAS, it is the intent of this Resolution to set forth and clarify certain practices and procedures with regard to administration and nothing contained herein shall be deemed to supersede the City's Merit Personnel System, including personnel ordinances and resolutions, unless otherwise specifically addressed herein.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the City Council of the City of Hemet affirms that:

SECTION 1. Designated Classification

The Battalion Chief classification is designated as subject to the conditions set forth in this Resolution.

SECTION 2. Periodic Review and Amendment of Resolution.

The City Council reserves the right and discretion to review and amend this Resolution as it deems necessary.

SECTION 3. Establishment and Use of Salary Ranges and Salary Increases.

A. Salary Ranges.

1. The job classification covered by this Resolution shall have a salary range as approved by the City Council.
2. The salary range shall have five steps consisting of five percent (5%) increments, unless otherwise specified.

1 B. Merit/Performance Review.

- 2 1. Upon hire, the employee shall be paid a salary for six months from the
3 date of hire, based upon the established range for that position. At the
4 end of the six months the employee shall become eligible for a merit
5 increase. Thereafter, all future merit increases shall occur twelve
6 months from the date of the first merit increase.
7
8 2. The City Manager, upon recommendation of the Department/Division
9 Head, shall have the authority to advance an individual within a range
10 a maximum of five percent (5%) for merit purposes. This advancement
11 may occur at the end of the initial six months after the date of hire, or
12 anytime thereafter.
13
14 3. Salary appointment should be made at the first step of the salary range
15 for the particular classification in which the appointment is made. The
16 City Manager, upon recommendation of the Department/Division Head,
17 shall have the authority to appoint up to the midpoint of the range if
18 recruitment circumstances warrant. Appointment above the midpoint of
19 the range requires City Council approval.
20
21 4. Advancement within a salary range shall be authorized only after the
22 affirmative action of the City Manager. Such action shall be based only
23 on satisfactory job performance.
24

25 **SECTION 4. Hours and Work Schedule.**

26 A. Work Schedule.

27 Employees shall be assigned to a three platoon, 48/96 work schedule.
28

29 B. Compensation at a Premium Rate for Additional Shifts Worked Beyond
30 the Regular Schedule.

- 31
32 1. Employees who are assigned to work shifts in addition to the regular
33 48/96 work schedule shall receive compensation at a premium rate of
34 one and one-half times the base hourly rate for each hour worked
35 beyond the regular work schedule.
36
37 2. Employees will not receive compensation at a premium rate under this
38 section in any workweek in which they have used paid leave or unpaid
39 leave time to cover any part of their regular assigned shift.
40

41 **SECTION 5. Benefits.**

42 A. Health Insurance.

- 43 1. The City will provide health insurance to all full-time employees and
44 their dependents. The employees shall have a choice of the HMO or
45 PPO plans offered by the City. The City will contribute a maximum cap
46 of one-thousand, twenty-eight dollars and eighty-one cents (\$1028.81)

1 per month towards the health insurance premium of each employee in
2 paid status or in protected FMLA/CFRA/PDL leave status, or as
3 otherwise required by applicable law.

- 4
5 2. The cap shall be referred to as the City's maximum liability. In the
6 event the total cost of coverage selected by the employee in any
7 specific month exceeds the maximum amount provided above, the
8 employee shall be responsible for the excess per month for the
9 medical premium. City is hereby authorized to make automatic payroll
10 deductions for any employee contributions which may be required.

11
12 B. Dental Benefit.

13 The City will provide a fully-paid Dental Plan provided that employees
14 comply with the applicable provider rules, such as open enrollment, etc.

15
16 C. Vision Benefit.

- 17
18 1. The City will provide a fully-paid Vision Plan provided that employees
19 comply with the applicable provider rules, such as open enrollment,
20 etc.
21
22 2. The maximum vision benefit per family per calendar year shall be four
23 hundred fifty dollars (\$450.00).
24
25 3. No vision benefit shall be payable for replacement of existing lenses
26 more than twice per year per individual.
27
28 4. No vision benefit shall be payable for replacement of frames more than
29 once per year, per individual.
30
31 5. No vision benefit shall be payable for lenses which are not prescription
32 lenses.
33
34 6. The vision benefit may be used for laser eye surgery.

35
36 D. Uniforms and Uniform Allowance.

- 37
38 1. Upon hire, the City shall provide each employee with any "Class A"
39 uniform items required by Department Rules and Regulations to be
40 worn during hours, at a value of approximately \$1,100.00. In each
41 subsequent, full calendar year of employment, the City will provide a
42 uniform allowance to cover the approximate cost of replacement items.
43
44 2. The uniform allowance, shall be payable in equal amounts of \$275.00
45 on the first paycheck of January, April, July and October of each year.

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3. Employees who work less than one full calendar year shall receive a prorated allowance based on \$91.67 per full month of service.

E. Retirement.

The City contracts with the California Public Employees Retirement System (CalPERS) for active employees based upon a three-tier system:

1. Tier 1 – Applies to employees hired before February 24, 2012.
 - a. 3% at 50 Formula – The City shall continue to contract for the three percent at 50 formula, as set for the in California Government Code Section 21362.2, as well as all other optional benefits presently in existence.
 - b. Final Compensation Based on Highest Twelve Month Period – For purposes of determining a retirement benefit, final compensation shall mean the highest twelve consecutive month period as set forth in the City’s contract with CalPERS.
 - c. Required Employee Contribution – Each employee shall pay 100% of the employee’s share (currently 9%) of the normal cost of pension benefits. Effective July 1, 2015, each employee covered under this resolution shall also pay 3% of the employer’s share of compensation earnable toward the City’s normal cost of pension benefits, pursuant to 20516 of the California Government Code.
2. Tier 2 – Applies to employees hired between February 24, 2012 and December 31, 2012, and to employees hired after January 1, 2013 who are considered “Classic Members” as that term is used by the Public Employees’ Pension Reform Act of 2013 (PEPRA).
 - a. 3% at 55 Formula - The City shall contract for the three percent at 55 formula, pursuant to California Government Code Section 21363.1, as well as all other optional benefits presently in existence.
 - b. Final Compensation Based on Highest Twelve Month Period – For purposes of determining a retirement benefit, final compensation shall mean the highest twelve consecutive month period as set forth in the City’s contract with CalPERS.
 - c. Required Employee Contribution – Each employee shall pay 100% of the employee’s share (currently 9%) of the normal cost of pension benefits. Effective July 1, 2015, each employee covered under this resolution shall also pay 3% of the employer’s share of compensation earnable toward the City’s normal cost of pension benefits, pursuant to 20516 of the California Government Code.

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3. Tier 3 – Applies to employees hired on or after January 1, 2013, who are considered “New Members” as that term is used by the Public Employees’ Pension Reform Act of 2013 (PEPRA).
 - a. 2.7% at 57 Formula – The City shall contract for the two-point-seven percent at 57 formula, as set for the in the California Government Code Section 7522.25, as well as all other optional benefits presently in existence.
 - b. Final Compensation Based on a Three-Year Average – For purposes of determining a retirement benefit, final compensation shall mean the highest annual average pensionable compensation earned during 36 consecutive months of service, as set forth in Government Code Section 7522.32(a).
 - c. Required Employee Contribution – Each employee shall pay one-half of the normal cost of pension benefits.
 4. Contract amendment regarding cost-sharing
 - a. The City will initiate the CalPERS contract amendment process to document payment of 12% of compensation earnable toward the normal cost of pension benefits, the maximum member contribution permitted by Government Code Section 20516.5.
 - b. Until such time that the contract amendment takes effect, the 3% cost-sharing shall continue in effect outside of a CalPERS contract amendment, as authorized by Government Code Section 20516.

27 F. Retiree Health Insurance.

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1. Employees hired before January 1, 1998 shall receive retiree health benefits pursuant to Resolution Numbers 4198, 4190, 3349, 3317, and 3209.
 2. For employees hired on or after January 1, 1998, in lieu of a retiree health insurance benefit, the City shall contribute one hundred dollars per month to a 457 deferred compensation plan established for each employee.

35 G. Long Term Disability.

36 The City shall provide, on behalf of each employee, a long-term disability
37 plan with not more than a thirty day waiting period. The plan shall provide
38 coverage equal to sixty percent of total salary, with a maximum monthly
39 benefit of \$11,500.00 after a thirty day waiting period.

40 H. Life Insurance.

41 The City shall provide to each employee a \$50,000 term life insurance
42 policy.
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- I. Educational Reimbursement.
1. Full time, permanent employees shall qualify for participation in the tuition reimbursement program. The program covers courses taken at accredited colleges, universities, correspondence courses and other institutions. 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 a 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 should obtain approval, in writing, from, the Fire Chief 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, or other miscellaneous costs.
 2. Upon completion of the course with a grade of "C" or better, or "pass/credit," the employee shall attach his/her grade report along with receipts for eligible reimbursements to his/her approved application for educational assistance and present it to the Fire Chief. The Fire Chief will forward the records of completion to the Human Resources Manager.
 3. Applications for reimbursement will be accepted no later than one month after the course grades have been distributed.
 4. The Human Resources Manager will authorize a tuition reimbursement upon certification of satisfactory completion.
 5. Reimbursement is limited to \$2,000.00 per calendar year.
 6. Copies of courses completed and the grades attained will be maintained in the employee's personnel file and in the department's file.
 7. If any employee leaves the City service within one (1) year after completion of a course(s) paid for by the City, the costs of such course(s) will be deducted from the employee's last pay check. If the last pay check is insufficient to repay the costs, the employee will be required to make appropriate arrangements, including a promissory note, to repay the balance within one (1) year of leaving City service. The City Manager may alter the above requirements in unusual circumstances.

1 **SECTION 6. Leaves.**

2 A. Personal Time Off.

- 3 1. The City will administer a Personal Time Off (PTO) program which will
4 provide for vacations, bereavement leave and management leave.
5 The PTO program combines earned vacation, management leave, and
6 a portion of sick leave benefits.
7 2. Employees will accrue PTO according to the following table:
8

| Length of Service | Vacation | Management Leave | Sick Leave | Total PTO |
|-------------------|-----------|------------------|------------|-----------|
| 1-12 years | 240 hours | 60 hours | 72 hours | 372 hours |
| 12+ years | 252 hours | 60 hours | 72 hours | 384 hours |

9
10 3. Guidelines for Use of Personal Time Off:

- 11 a. PTO may be used as soon as indicated on the employee's pay
12 stub (but may not be used in advance) and must be approved
13 by the employee's supervisor and/or Fire Chief, unless
14 otherwise required by law.
15 b. Accumulation of PTO shall be limited to an amount equal to
16 twice the employee's maximum accrual for length of service. An
17 employee who has reached the maximum accrual shall cease
18 accruing additional PTO until their leave balance drops below
19 the maximum accrual.
20 c. PTO must be exhausted before an unpaid leave of absence will
21 be granted.
22 d. When an employee is using PTO and becomes ill or injured,
23 they may use sick leave when eligible. Under those
24 circumstances, upon the verbal or written notification of an
25 eligible employee, the City shall permit the use of earned and
26 unused sick leave for the purposes specified in California Labor
27 Code § 246.5(a).
28 e. Employees may sell back PTO according to the following
29 provisions:
30 i. PTO cannot be sold more than once per quarter.
31 ii. PTO sellback must be approved by the City Manager.
32 iii. An employee may not sell more than 176 hours of PTO
33 per calendar year.
34 iv. An employee shall be prohibited from selling PTO if,
35 during the past six months, the employee has received
36 discipline in the form of a suspension without pay, a
37 reduction in salary, or a demotion.
38 f. Upon termination of employment, an employee will be paid for
39 the balance of their PTO at the rate of one hundred percent of
40 current salary.
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42

1 B. Sick Leave.

- 2 1. Sick leave shall be earned at the rate of six hours per month and will
3 have no accumulation limitation.
4 2. Upon the verbal or written notification of an eligible employee, the City
5 shall permit the use of earned sick leave for the purposes specified in
6 California Labor Code § 246.5(a).
7 3. An employee shall contact the Fire Chief within one hour of the
8 commencement of the work shift, or as soon as practicable, to report
9 the need for sick leave. If the need for sick leave unforeseeably arises
10 at an employee's work site, the employee must notify the Fire Chief
11 before the employee leaves the work site prior to completion of the
12 work shift, or as soon as practicable.
13 4. Reasonable proof of illness may be required where permitted by law.
14 5. Personal time off (PTO) shall be applied when all sick leave hours
15 have been used. Under those circumstances, upon the verbal or
16 written notification of an eligible employee, the City shall permit the use
17 of earned and unused PTO for the purposes specified in California
18 Labor Code § 246.5(a).
19 6. The following payoff provision for accumulated sick leave upon
20 retirement, disability or death shall apply:
21 a. Twenty-five percent of all accumulated sick leave after five
22 years of service with the City; payoff shall be prorated upon the
23 last five years of service;
24 b. Fifty percent of all accumulated sick leave after ten years of
25 service with the City; payoff shall be prorated upon the last five
26 years of service;
27 c. Seventy-five percent of all accumulated sick leave after twenty
28 years of service with the City; payoff shall be prorated upon the
29 last five years of service.
30

31 C. Holiday Pay.

32 Employees working 24 hour shifts shall be entitled to ninety-nine hours (9
33 hours times 11 holidays) per calendar year as holiday pay. The City shall
34 pay holiday pay in equal sums on a quarterly basis. Employees who are
35 employed less than one year shall be paid holiday pay on a pro rata basis
36 for each month of service.
37

38 D. Jury Duty.

39 Any employee who is called or required to serve as a trial juror shall be
40 entitled to a ten day (court business days) leave of absence during the
41 period of such service or while necessarily being present in court as a
42 result of such call. The City will continue paid jury duty leave for those
43 employees whose jury assignment, though originally estimated for ten
44 days or less, was continued beyond the estimated time. Under such
45 circumstances, the employee shall be paid the difference between their
46 full salary and any payment received, except travel pay, for such duty.

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SECTION 7. Applicability of Personnel Rules.

In addition to the terms and conditions set forth in this Resolution, employees shall be subject to the City's Personnel Rules. In the event of an express conflict between the Personnel Rules and this Resolution, the terms of this Resolution shall control.

PASSED, 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 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 27th day of September, 2016 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Sarah McComas, City Clerk

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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:

Sarah McComas, City Clerk

APPROVED AS TO FORM:

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.~~
- (db) **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 ~~RAR-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 chapter 10), 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 section 90-77 | 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 section 90-73 . For animal keeping requirements see section 90-77 | 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 | G | 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 | G | X | X | X | X | X | X | X |

| | | | | | | | | | |
|----------------------------|---|------|------|------|------|------|------|------|------|
| | produce stands see section 90-73 | | | | | | | | |
| B. Residential Uses | | | | | | | | | |
| 1. | Bed and breakfast | C | C | C | C | C | C | C | C |
| 2. | Day care facility | | | | | | | | |
| | a. >six but less than 12 clients | P | P | P | P | P | P | P | P |
| | b. >12 clients | C | C | C | C | C | C | C | C |
| 3. | Group homes and small residential care facilities (see section 90-261 et seq.) | | | | | | | | |
| | 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 90-315(g) | 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 section 90-72 | P | P | P | P | P | P | P | P |
| 7. | Household pets including, but not limited to, dogs, pot belly pigs and cats (see section 90-77) | 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 | C | C | X | X | X |
| 10. | Recreational vehicle park | C | X | X | X | X | X | X | X |

Exhibit 1
CC Ordinance Bill No. 16-062

| | | | | | | | | | |
|--|---|---|---|---|---|---|---|---|---|
| <u>11</u> | Rented room (a maximum of one room) within an existing single-family dwelling | P | P | P | P | P | P | P | P |
| <u>12</u> | 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 <u>90-315(a)</u> | P | P | P | P | P | P | P | P |
| 13. | Travel trailer park | C | X | X | X | X | X | X | X |
| C. Commercial Uses | | | | | | | | | |
| 1. | Boarding house | X | X | X | X | X | X | X | X |
| 2. | Convalescent hospital | C | X | X | X | X | X | X | X |
| 3. | Environmental cleanup and treatment systems (subject to a temporary use permit, see <u>section 90-73</u>) | P | P | P | P | P | P | P | 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 | X | X | X | X | X | X |
| 7. | Parolee-Probationer Homes | X | X | X | X | X | X | X | X |
| 8. | Recycling facility – nonpermanent (subject to a temporary use permit, see <u>section 90-73</u>) | 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 | 10 15 | 10 15 | 10 15 | 10 15 | 5 | 5 | 5 | 10 |
| | (1) One story Building separation | -- | -- | -- | -- | 15 | -- | -- | |
| | (2) Two story | | | | | | | | |
| | — Minimum separation of 2 nd floors | | | | | | | | |
| | b. Street side | 10 15 | 10 15 | 10 15 | 10 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 <u>90-315(d)</u> 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)

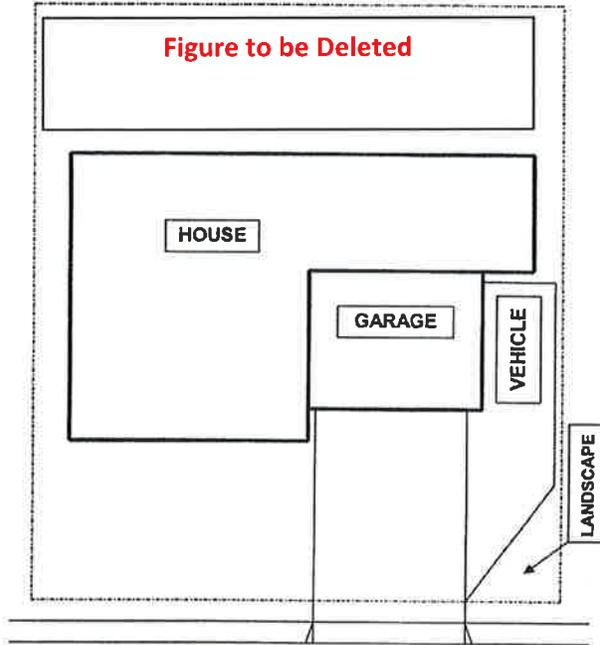


Figure 1

(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) ~~(1)~~ *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

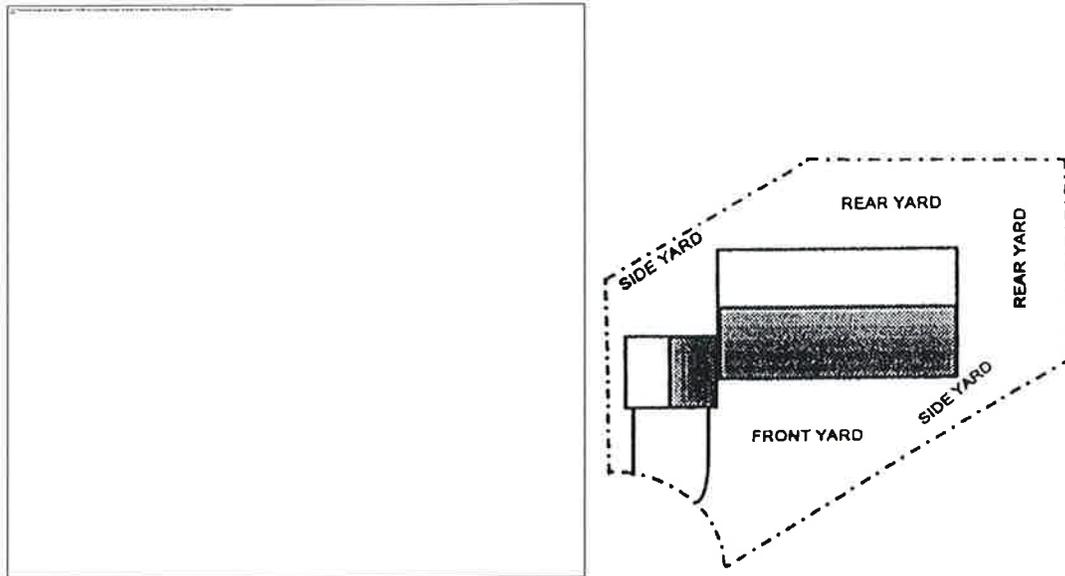
- (a) All new development must comply with the provisions of article XLVIII of this chapter.
- (b) Landscape guidelines that are established by resolution of the City Council provide examples of landscaping solutions to code requirements and are applicable to all new single-family residential projects 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) (4) 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 90-344A 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 2 below.

Figure 2

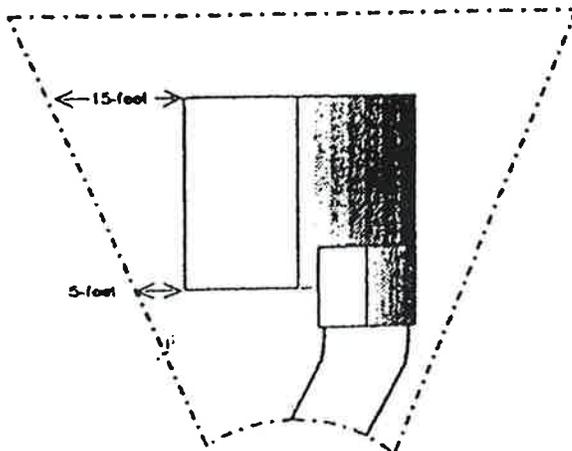


Figure 3: Private Open Space

- (c) 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** 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 provide~~ 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. 90-316 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 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 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 | 0.4 |

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:
 - 1 (i). ~~0—15~~ **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:
 - 1(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.
 - ~~e.~~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.
 - ~~e.~~3 Street grades shall not have slopes greater than those allowed in subsection ~~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.
- ~~e.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.**
- ~~(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 90-316 (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.
- (10j) 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 |
| 5. | Travel Trailer Parks | C | C | C |
| | | | | Article XX and Title 25 of the California Government Code 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 | | | | | | |
|--|--|-----|-----|-----|-----|-----|
| X = Not Permitted P = Permitted Use A = Administratively Permit Use (AUP) C = Conditionally Permitted Use (CUP) | | | | | | |
| | 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. – 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 |



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: David Brown, Chief of Police; Alexander P. Meyerhoff, City Manager *A*

DATE: September 27, 2016

RE: State Homeland Security Grant Program (SHSP) – Authorized Agent

RECOMMENDED ACTION:

Adopt the resolution for Authorized Agent of the State Homeland Security Grant Program.

BACKGROUND:

The State Homeland Security Grant has a competitive application process and the Authorized Agent is just one requirement of the grant application. The grant is provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, California Governor's Office of Emergency Services (Cal OES) and Riverside County Operational Area (OA).

PROJECT DESCRIPTION:

The Authorized Agent Resolution is a required step for all State Homeland Security Grants. The approval of this Resolution will be valid for three years so no specific grant year will be attached to the Resolution.

ANALYSIS:

The Authorized Agent (or City representative) will assure that the guidelines are met in accordance with the goals and objectives of the grant program. This includes (but is not limited to) following proper purchasing practices, submitting and maintaining necessary support documentation, and completing the work within the allowed time frame.

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

The Department continues to apply for and obtain available funding through various grant resources. By allowing for the Authorized Agent, we can continue to reach our goals and obtain future State Homeland Security Grants.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'David Brown', with a long horizontal stroke extending to the right.

David Brown
Chief of Police

Attachment(s): Resolution 16-070



**CITY OF HEMET
Hemet, California
RESOLUTION BILL NO. 16-070**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF HEMET, CALIFORNIA, TO DESIGNATE AN
AUTHORIZED AGENT UNDER THE STATE HOMELAND
SECURITY GRANT PROGRAM (SHSP)**

WHEREAS, the City Council ("Council") of the City of Hemet ("City") resolves to designate that the individuals whose position titles appear below are hereby designated as Authorized Agents:

Chief of Police
(Title of Authorized Agent)

OR

Deputy Chief of Police
(Title of Authorized Agent)

WHEREAS, the Authorized Agents are authorized, as an individual, to execute for and on behalf of the City, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining and maintaining federal financial assistance provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, California Governor's Office of Emergency Services (Cal OES) and Riverside County Operational Area (OA).

PASSED, 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 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 27th day of September, 2016 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Sarah McComas, City Clerk



Staff Report

TO: Honorable Mayor and Members of the Hemet City Council

FROM: David M. Brown, Chief of Police; Alexander P. Meyerhoff, City Manager 

DATE: September 27, 2016

RE: Acceptance of 2016/17 CA Office of Traffic Safety – Selective Traffic Enforcement Program (STEP) Grant in the amount of \$110,000

RECOMMENDED ACTION:

1. Accept the 2016/17 California State Office of Traffic Safety (OTS) Grant in the amount of \$110,000.
2. Upon receipt of the award, authorize the finance department to establish an expenditure account and budget for the grant performance period.

BACKGROUND:

The California Office of Traffic Safety awards federal National Highway Traffic Safety Administration funds on a competitive basis to state and local jurisdictions under the Selective Traffic Enforcement Program. The police department submitted a competitive grant application and has been awarded a significant grant award in the amount of \$110,000 for the state's 2016/17 fiscal year beginning in October.

ANALYSIS:

In spite of a continuing reduction in DUI traffic collisions over the past few years, the City of Hemet continues to be ranked high out of 104 comparable California jurisdictions for total injury collisions by daily vehicle miles traveled. This ranking is a factor of "daily vehicle miles traveled" as determined by Cal Trans, and the number of collisions per 1,000 daily vehicle miles traveled. With the help of past OTS grants, Hemet has made strides to improve our rankings. In light of these rankings, the Hemet Police Department prepared a grant application that includes strategic and targeted enforcement activities aimed at reducing the number of injury and DUI collisions.

The award includes funding for overtime and training in best practices for reducing injury and impaired-driving traffic collisions. The grant strategies will include a public education campaign, basic and advanced field sobriety test training, DUI saturation patrols, bike/pedestrian safety enforcement, motorcycle safety enforcement, warrant sweeps, and surveillance programs that target repeat DUI offenders. Additionally, five (5) Lidar (or light detection and ranging) devices which measure motor vehicle speed will be purchased.

INTEGRATION OF CITY COUNCIL GOALS:

Public safety continues to be a top priority of the city council. The acceptance of this grant will enable the police department to enhance public safety with dedicated traffic enforcement thus improving the safety of our roadways.

FISCAL IMPACT:

No additional impact to the general fund. No local match is required and grant administration is handled as a collateral duty with existing personnel.

Respectfully submitted,

Fiscal Review:



David M. Brown
Chief of Police



Jessica A. Hurst
DCM/Admin Services Director

Attachment: OTS Grant Agreement #PT1752

EFFECTIVE DATE OF AGREEMENT: 10/1/2016 GRANTEE CITY OF HEMET GRANT NO. PT1752

10. Fin Action No. 1 Date: 7/26/2016 12. TYPE OF AGREEMENT Initial Revision Cont.
 PAID MEDIA PROGRAM INCOME TASK NO. F.F.Y.
 Revision No. Date: 2 2017

11. Action Taken
 Initial approval of 2017 HSP funds obligated.

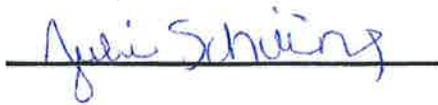
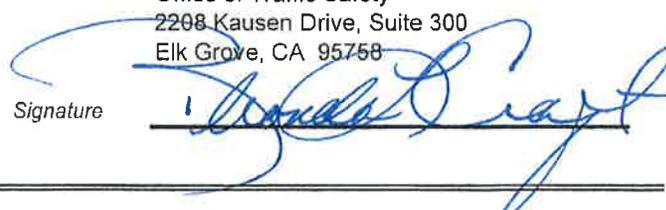
13. FUNDING DISPOSITION & STATUS

| Fiscal Year | Amount |
|-------------------------------|-------------------|
| 2016-17 | 110,000.00 |
| 2015-16 | |
| 2014-15 | |
| 2013-14 | |
| <u>Total</u> | <u>110,000.00</u> |
| Obligated This Action | 110,000.00 |
| Previously Obligated | 0.00 |
| <u>Total Amount Obligated</u> | <u>110,000.00</u> |
| | |
| <u>TOTAL FUNDS PROGRAMMED</u> | <u>110,000.00</u> |

14. FUNDING DETAIL - FISCAL YEAR GRANT PERIOD ENDING: 9/30/2017

| FUND | CFDA | ITEM/APPROPRIATION | F.Y. | CHAPTER | STATUTE | PROJECTED EXPENDITURES |
|-----------------------------|--------|-----------------------|------|---------|---------|------------------------|
| 164AL | 20.608 | 0521-0890-101 (10/15) | 2015 | 10/15 | 2015 | \$ 48,000.00 |
| 402PT | 20.600 | 0521-0890-101 (10/15) | 2015 | 10/15 | 2015 | \$ 18,000.00 |
| 164AL | 20.608 | 0521-0890-101 (23/16) | 2016 | 23/16 | 2016 | \$ 32,000.00 |
| 402PT | 20.600 | 0521-0890-101 (23/16) | 2016 | 23/16 | 2016 | \$ 12,000.00 |
| - | - | - | - | - | - | \$ - |
| - | - | - | - | - | - | \$ - |
| - | - | - | - | - | - | \$ - |
| - | - | - | - | - | - | \$ - |
| TOTAL FEDERAL FUNDS: | | | | | | \$ 110,000.00 |

15. GRANT APPROVAL & AUTHORIZATION TO EXPEND OBLIGATED FUNDS

| A. APPROVAL RECOMMENDED BY | | B. AGREEMENT & FUNDING AUTHORIZED BY | |
|----------------------------|---|--------------------------------------|--|
| NAME: | JULIE SCHILLING | NAME: | RHONDA L. CRAFT |
| TITLE: | Program Coordinator | TITLE: | Director |
| PHONE: | (916) 509-3018 | | |
| E-MAIL: | julie.schilling@ots.ca.gov | | |
| | Office of Traffic Safety | | Office of Traffic Safety |
| | 2208 Kausen Drive, Suite 300 | | 2208 Kausen Drive, Suite 300 |
| | Elk Grove, CA 95758 | | Elk Grove, CA 95758 |
| Signature |  | Signature |  |

**GRANTS MADE EASY - STEP
SCHEDULE A
GRANT DESCRIPTION
GRANT NO. PT1752**

1. PROBLEM STATEMENT

Hemet Police Department is a municipal law enforcement agency servicing nearly 82,000 residents. In 2015, there were (463) injury traffic collisions in Hemet, injuring (641) of our citizens. There were (7) fatal traffic collisions in Hemet for the same year killing (7) people. Out of (463) injury collisions, (30) involved the use of alcohol, and (2) of the (7) fatal collisions were alcohol related. There were (48) pedestrians injured in traffic collisions in the city of Hemet in 2015.

Compounding the traffic safety problem, The Hemet Police Department has experienced a significant reduction in budget and personnel since 2008. At our peak, the department had (96) sworn positions and enjoyed a robust traffic bureau consisting of (11) people specifically assigned to address traffic safety. Today, we are down to (66) officers department wide and the traffic bureau consists of (1) sergeant and (1) traffic officer. Patrol Officers in Hemet work non-overlapping twelve hour shifts and are required to handle police calls for service, investigate traffic collisions, and enforce DUI laws. Any available free time is shared between proactive police work, traffic enforcement, and DUI enforcement.

The Hemet Police Department has successfully used OTS grant funds to staff overtime operations specifically geared toward reducing traffic fatalities, injury collisions, and arresting DUI drivers. Given current staffing levels and the lack of personnel assigned to traffic enforcement, we have found deploying officers on an overtime basis is the best way to prevent collisions and arrest impaired drivers in our community.

A. Traffic Data Summary:

| Collision Type | 2013 | | | | 2014 | | | | 2015 | | | |
|--|------------------|--------|---------|---------|------------|--------|---------|---------|------------|--------|---------|---------|
| | Collisions | | Victims | | Collisions | | Victims | | Collisions | | Victims | |
| Fatal | 6 | | 6 | | 4 | | 5 | | 7 | | 7 | |
| Injury | 232 | | 336 | | 214 | | 397 | | | | | |
| | Fatal | Injury | Killed | Injured | Fatal | Injury | Killed | Injured | Fatal | Injury | Killed | Injured |
| Alcohol - Involved | 3 | 37 | 3 | 49 | 1 | 33 | 1 | 41 | 2 | 31 | 2 | 38 |
| Hit & Run | 0 | 20 | 0 | 27 | 0 | 22 | 0 | 28 | 0 | 47 | 0 | 55 |
| Nighttime (2100-0259 hours) | 3 | 29 | 3 | 39 | 2 | 40 | 3 | 57 | 2 | 42 | 2 | 54 |
| Top 3 Primary Collision Factors | | | | | | | | | Fatal | Injury | Killed | Injured |
| #1 - | Unsafe Speed | | | | | | | | 1 | 131 | 1 | 188 |
| #2 - | Right of Way | | | | | | | | 1 | 120 | 1 | 159 |
| #3 - | Improper Turning | | | | | | | | 3 | 77 | 3 | 56 |

**GRANTS MADE EASY - STEP
SCHEDULE A
GRANT DESCRIPTION
GRANT NO. PT1752**

PAGE 2

2. PERFORMANCE MEASURES

A. Goals:

- 1) Reduce the number of persons killed in traffic collisions.
- 2) Reduce the number of persons injured in traffic collisions.
- 3) Reduce the number of persons killed in alcohol-involved collisions.
- 4) Reduce the number of persons injured in alcohol-involved collisions.
- 5) Reduce the number of persons killed in drug-involved collisions.
- 6) Reduce the number of persons injured in drug-involved collisions.
- 7) Reduce the number of persons killed in alcohol/drug combo-involved collisions.
- 8) Reduce the number of persons injured in alcohol/drug combo-involved collisions.
- 9) Reduce the number of motorcyclists killed in traffic collisions.
- 10) Reduce the number of motorcyclists injured in traffic collisions.
- 11) Reduce hit & run fatal collisions.
- 12) Reduce hit & run injury collisions.
- 13) Reduce nighttime (2100 - 0259 hours) fatal collisions.
- 14) Reduce nighttime (2100 - 0259 hours) injury collisions.
- 15) Reduce the number of bicyclists killed in traffic collisions.
- 16) Reduce the number of bicyclists injured in traffic collisions.
- 17) Reduce the number of pedestrians killed in traffic collisions.
- 18) Reduce the number of pedestrians injured in traffic collisions.

GRANTS MADE EASY - STEP
SCHEDULE A
GRANT DESCRIPTION
GRANT NO. PT1752

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B. Objectives:

- 1) Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.
- 2) Participate in the following campaigns:
 - National Walk to School Day – October 5, 2016
 - National Teen Driver Safety Week – October 16-22, 2016
 - NHTSA Winter Mobilization – December 16, 2016 to January 1, 2017
 - National Distracted Driving Awareness Month – April 2017
 - National Bicycle Safety Month – May 2017
 - National Motorcycle Safety Month – May 2017
 - National Click It or Ticket Mobilization – May 17-20, 2017
 - NHTSA Summer Mobilization – August 19, 2017 to September 6, 2017
 - National Child Passenger Safety Week – September 17-23, 2017
 - California's Pedestrian Safety Month – September 2017
- 3) Develop (by December 31) and/or maintain a "HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly.
- 4) Send 4 law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hour) POST-certified training.
- 5) Send 4 law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.
- 6) Send 2 law enforcement personnel to the Drug Recognition Expert (DRE) training.
- 7) Send 1 law enforcement personnel to the DRE Recertification training.
- 8) Send 2 law enforcement personnel to SFST Instructor training.
- 9) Send 1 law enforcement personnel to DRE Instructor training.
- 10) Conduct 60 DUI Saturation Patrol operation(s).
- 11) Conduct 2 Warrant Service operation(s) targeting multiple DUI offenders who fail to appear in court.

GRANTS MADE EASY - STEP
SCHEDULE A
GRANT DESCRIPTION
GRANT NO. PT1752

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- 12) Conduct 2 Stakeout operation(s) that employ police officers to observe the “worst-of-the-worst” repeat DUI offender probationers with suspended or revoked driver licenses.
- 13) Conduct 10 Traffic enforcement operation(s), including but not limited to, primary collision factor violations.
- 14) Conduct 2 highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or collisions resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary collision factor violations by motorcyclists and other drivers. *Note: It is recommended the grantee issue an advance press release and conduct social media activity prior to each operation to publicize and raise awareness about motorcycle safety issues.*
- 15) Conduct 2 highly publicized Pedestrian and Bicycle enforcement operation(s) in areas of or during events with a high number of pedestrian and/or bicycle collisions resulting from violations made by pedestrians, bicyclists, and drivers. *Note: It is recommended the grantee issue an advance press release and conduct social media activity prior to each operation to publicize and raise awareness about pedestrian and bicycle safety issues.*

NOTE: Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives hereunder.

3. METHOD OF PROCEDURE

A. Phase 1 - Program Preparation, Training and Implementation (1st Quarter of Grant Year)

- The department should develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- All training should be conducted this quarter.
- All grant-related purchases should be made this quarter.
- In order to develop/maintain the “HOT Sheets,” research will be conducted to identify the “worst-of-the-worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The HOT Sheets may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. HOT Sheets should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high collision locations.

GRANTS MADE EASY - STEP
SCHEDULE A
GRANT DESCRIPTION
GRANT NO. PT1752

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B. Phase 2 - Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

- Submit all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at pio@ots.ca.gov, with a copy to your OTS Coordinator.
 - a) If an OTS template-based press release is used, the OTS PIO and Coordinator should be copied when the release is distributed to the press. If an OTS template is not used, or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead time would be 10-20 days prior to the release date to ensure adequate turn-around time.
 - b) Press releases reporting the results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
 - c) Activities such as warrant service operations and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.
- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- Include the OTS logo, space permitting, on grant-funded print materials; consult your OTS Coordinator for specifics.

**GRANTS MADE EASY - STEP
SCHEDULE A
GRANT DESCRIPTION
GRANT NO. PT1752**

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C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

- Agencies are required to collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Statistical data relating to the grant goals and objectives will be collected, analyzed, and incorporated in Quarterly Performance Reports (QPRs). QPRs for the quarter ending September 30 will include year-to-date comparisons of goals and objectives. If required, a separate quarterly data reporting form will be completed each quarter and submitted as part of the QPR.
- Reports will compare actual grant accomplishments with the planned accomplishments. They will include information concerning changes made by the Grant Director in planning and guiding the grant efforts.
- Reports shall be completed and submitted in accordance with OTS requirements as specified in the Grant Program Manual.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full support of the City of Hemet. Every effort will be made to continue the activities after the grant conclusion.

SCHEDULE B
 DETAILED BUDGET ESTIMATE
 GRANT NO. PT1752

| FUND NUMBER | CATALOG NUMBER (CFDA) | FUND DESCRIPTION | TOTAL AMOUNT |
|-------------|-----------------------|--|--------------|
| 164AL | 20.608 | Minimum Penalties for Repeat Offenders for Driving While Intoxicated | \$ 80,000.00 |
| 402PT | 20.600 | State and Community Highway Safety | \$ 30,000.00 |

| COST CATEGORY | FISCAL YEAR ESTIMATES 10/1/16 thru 9/30/17 | | | TOTAL COST TO GRANT |
|-------------------------------------|---|----------------------|--|------------------------|
| | CFDA | FY-1 | | |
| A. PERSONNEL COSTS | | | | |
| Positions and Salaries | | | | |
| <u>Overtime</u> | | | | |
| DUI Saturation Patrols | 20.608 | \$ 63,200.00 | | \$ 63,200.00 |
| Warrant Service Operations | 20.608 | \$ 4,000.00 | | \$ 4,000.00 |
| Stakeout Operations | 20.608 | \$ 3,200.00 | | \$ 3,200.00 |
| Benefits @ 13.52% | 20.608 | \$ 9,600.00 | | \$ 9,600.00 |
| Traffic Enforcement Operations | 20.600 | \$ 9,200.00 | | \$ 9,200.00 |
| Motorcycle Safety Operations | 20.600 | \$ 1,900.00 | | \$ 1,900.00 |
| Bike / Pedestrian Safety Operations | 20.600 | \$ 1,850.00 | | \$ 1,850.00 |
| Benefits @ 13.52% | 20.600 | \$ 1,800.00 | | \$ 1,800.00 |
| Category Sub-Total | | \$ 94,750.00 | | \$ 94,750.00 |
| B. TRAVEL EXPENSE | | | | |
| In-State | 20.600 | \$ 250.00 | | \$ 250.00 |
| Out-of-State | | \$ - | | \$ - |
| Category Sub-Total | | \$ 250.00 | | \$ 250.00 |
| C. CONTRACTUAL SERVICES | | | | |
| None | | \$ - | | \$ - |
| Category Sub-Total | | \$ - | | \$ - |
| D. EQUIPMENT | | | | |
| None | | \$ - | | \$ - |
| Category Sub-Total | | \$ - | | \$ - |
| E. OTHER DIRECT COSTS | | | | |
| Lidar Devices | 20.600 | \$ 15,000.00 | | \$ 15,000.00 |
| Category Sub-Total | | \$ 15,000.00 | | \$ 15,000.00 |
| F. INDIRECT COSTS | | | | |
| None | | \$ - | | \$ - |
| Category Sub-Total | | \$ - | | \$ - |
| GRANT TOTAL | | \$ 110,000.00 | | \$ 110,000.00 |

SCHEDULE B-1
GRANT NO. PT1752

BUDGET NARRATIVE

Page 1

PERSONNEL COSTS

Overtime

Overtime for grant funded law enforcement operations may be conducted by personnel such as a Lieutenant, Sergeant, Corporal, Deputy, Officer, Reserve Officer, Community Services Officer, Dispatcher, etc., depending on the titles used by the agency and the grantees overtime policy. Personnel will be deployed as needed to accomplish the grant goals and objectives.

Costs are estimated based on an overtime hourly rate range of \$47.28/hour to \$85.68/hour.

Overtime reimbursement will reflect actual costs of the personnel conducting the appropriate operation up to the maximum range specified.

Overtime Benefit Rates

| | |
|---------------------------|---------------|
| Unemployment Insurance | 0.53% |
| Workers Compensation | 10.75% |
| Medicare | 1.45% |
| State Disability/SDI | 0.79% |
| TOTAL BENEFIT RATE | 13.52% |

TRAVEL EXPENSE

In State

Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. *All conferences, seminars or training not specifically identified in the Schedule B-1 (Budget Narrative) must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.*

CONTRACTUAL SERVICES

None

EQUIPMENT

None

SCHEDULE B-1
GRANT NO. PT1752

BUDGET NARRATIVE

Page 2

OTHER DIRECT COSTS

5 Lidar Devices – light detection and ranging devices used to measure the speed of motor vehicles. This device will be used for speed enforcement.

INDIRECT COSTS

None

PROGRAM INCOME

There will be no program income generated from this grant.

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

Page 1

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 49 CFR §18.12.

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended
- 49 CFR Part 18—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Part 1200—Uniform Procedures for State Highway Safety Grant Programs

NONDISCRIMINATION

The Grantee Agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, *et seq.*), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all sub-recipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, *et seq.*), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

Page 2

BUY AMERICA ACT

The Grantee Agency will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

POLITICAL ACTIVITY (HATCH ACT)

The Grantee Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

Page 3

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Instructions for Primary Certification

1. By signing and submitting this grant agreement, the Grantee Agency Official is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Grantee Agency Official to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the Grantee Agency Official knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The Grant Agency Official shall provide immediate written notice to the department or agency to which this grant agreement is submitted if at any time the Grantee Agency Official learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, grant agreement, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this grant agreement is being submitted for assistance in obtaining a copy of those regulations.
6. The Grantee Agency Official agrees by submitting this grant agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

EXHIBIT A

CERTIFICATIONS AND ASSURANCES

Page 4

7. The Grantee Agency Official further agrees by submitting this grant agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

- (1) The Grantee Agency Official certifies to the best of its knowledge and belief, that its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this grant agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/grant agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the Grantee Agency Official is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this grant agreement.

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

Page 5

Instructions for Lower Tier Certification

1. By signing and submitting this grant agreement, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this grant agreement is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, grant agreement, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this grant agreement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this grant agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this grant agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

Page 6

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this grant agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant agreement.



TO: Honorable Mayor and Members of the City Council

FROM: Scott Brown, Fire Chief

DATE: 27 September 2016

RE: City wide Department and employee participation in The Great California ShakeOut Drill.

RECOMMENDED ACTION:

It is recommended that the City Council adopt a resolution ordering full City of Hemet Department and employee participation in The Great California ShakeOut on October 24, 2016 at 10:00am.

BACKGROUND:

While some areas of California are more likely to have earthquakes than others, all of California is at higher risk compared to the rest of the country. The Great ShakeOut is an annual opportunity to practice how to be safer during big earthquakes.

By supporting The Great California ShakeOut, the City of Hemet can utilize this practice drill and lessons learned to educate its employees on actions to protect life and property and how to mitigate structural and non- structural hazards.

ANALYSIS:

Community resiliency to earthquakes and other disaster depends on the preparedness levels of all stakeholders in the community – individuals, families, schools, community organizations, faith-based organizations, non-profits, businesses, and government.

By participating in The Great California ShakeOut on October 24, 2016, the City of Hemet has the opportunity to join and support all Californians in strengthening community and regional resiliency.

CONSISTENCY WITH ADOPTED GOALS, PLANS, AND PROGRAMS:

Public safety and preparedness is a top priority for the Hemet Fire/EMS Department it is our responsibility to continually prepare all citizens, employees, and partners for any disaster or hazard that may occur.

FISCAL IMPACT:

None.

Respectfully submitted,



Scott Brown
Fire Chief

Staff Contact:

Jennifer Mills
Interim Emergency Services Coordinator
Jmills@cityofhemet.org
(951) 765-2451



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**CITY OF HEMET
Hemet, California
RESOLUTION BILL NO. 16-069**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HEMET ORDERING FULL CITY OF HEMET DEPARTMENT AND
EMPLOYEE PARTICIPATION IN THE GREAT CALIFORNIA
SHAKEOUT AND WORK TOWARD BECOMING A SAFER
COMMUNITY**

WHEREAS, the City of Hemet recognizes that no community is immune from natural hazards whether it be earthquake, wildfire, flood, winter storm, drought, heat wave, or dam failure and recognizes the importance enhancing its ability to withstand natural hazards as well as the importance of reducing the human suffering, property damage, interruption of public services and economic losses caused by those hazards; and

WHEREAS, major earthquakes pose a particular, significant, and ongoing threat to the entire county region; and City of Hemet

WHEREAS, the City of Hemet has a responsibility to promote earthquake preparedness internally as well as with the public and plan appropriately for earthquake-related disasters; and

WHEREAS, the protection of City of Hemet employees will allow them to facilitate the continuity of government and assist the public following a major earthquake event; and

WHEREAS, community resiliency to earthquakes and other disaster depends on the preparedness levels of all stakeholders in the community – individuals, families, schools, community organizations, faith-based organizations, non-profits, businesses, and government; and

WHEREAS, by participating in **The Great California ShakeOut** on October 24, 2016, the City of Hemet has the opportunity to join and support all Californians in strengthening community and regional resiliency; and

WHEREAS, by supporting **The Great California ShakeOut**, the City of Hemet can utilize the information on www.ShakeOut.org to educate its residents regarding actions to protect life and property, including mitigating structural and non-structural hazards and participating in earthquake drills; and

WHEREAS, by registering at www.ShakeOut.org. City of Hemet employees can participate in the ShakeOut "Drop, Cover, and Hold on" earthquake drill on October 24, 2016 at 10:00am, and encourage the public, schools, businesses, and other community stakeholders to also register.

The City of Hemet hereby approved participating in the Great California ShakeOut hereto by taking time to recognize and acknowledge the importance of preparing our City for the purposes of building a safer community and reducing the loss of lives and property from a major earthquake event by taking proactive steps today.

PASSED, APPROVED, AND ADOPTED this 27th day of September, 2016.

Bonnie K. Wright, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah McComas, City Clerk

Eric S. Vail, City Attorney

1 County of Riverside)
2 City of Hemet)

3
4 I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the
5 foregoing Resolution is the actual Resolution adopted by the City Council of the City
6 of Hemet and was passed at a regular meeting of the City Council on the 27th day of
7 September, 2016 by the following vote:

- 8
9 **AYES:**
10 **NOES:**
11 **ABSTAIN:**
12 **ABSENT:**

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Sarah McComas, City Clerk



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 27, 2016

RE: Supplemental Appropriation for Fencing Maintenance

RECOMMENDED ACTION:

It is respectfully recommended that the City Council:

- Authorize the Deputy City Manager to record a supplemental appropriation in Facility Maintenance Fund 685-4560-2460 in the amount of \$100,000 for security fencing repairs at City properties; and
- Authorize the City Manager to award and execute purchase orders in support of the project.

BACKGROUND:

The City of Hemet owns multiple municipal facilities and undeveloped properties throughout the City. In an effort to maintain security and repair damage due to vandalism, staff is requesting to establish budget to support a maintenance project that would provide security repairs and upgrades at various sites to be completed as a collective project, as appropriate. Staff is currently generating a list of outstanding repairs needed and reviewing additional sites for maintenance needs.

Damage to fencing occurs due to vandalism, vehicle accidents, and exposure to the elements. Staff is requesting that the City Council authorize the City Manager to award and execute purchase orders in support of the project. Award to a vendor may be for multiple sites and may exceed the current City Manager signing authority of \$50,000. Authorizing the City Manager to execute purchase orders related to the project will allow staff to expedite completion of security fencing and maintenance needs.

FISCAL IMPACT:

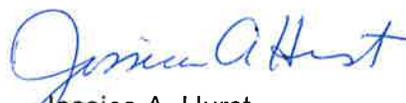
No General Fund Impact. Funding for project is requested and available from Facility Maintenance Fund 685 Fund Balance in the amount of \$100,000.

Respectfully submitted,



Kristen Jensen
Public Works Director

Fiscal Review,



Jessica A. Hurst
Deputy City Manager/Administrative Services



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 27, 2016

RE: Approve First Amendment to the Agreement for Landscape Maintenance Services between the City of Hemet and Adame Landscape, Inc.

RECOMMENDED ACTION:

It is respectfully recommended that the City Council:

- 1.) Approve the First Amendment to Agreement for Landscape Maintenance Services with Adame Landscape, Inc., updating the Scope of Work and adjusting the "not to exceed" compensation amount to \$759,735.00 (seven hundred fifty nine thousand seven hundred thirty-five dollars).
- 2.) Authorize the City Manager to execute the First Amendment to Agreement for Landscape Maintenance Services with Adame Landscape, Inc.
- 3.) Authorize the City Manager to approve purchase orders for turf replacement projects in an amount not to exceed \$132,000.00.
- 4.) Authorize the City Manager to initiate future district maintenance at district 47 upon final acceptance of the right-of-way improvements.

BACKGROUND:

On May 24, 2016, the City council approved a sixteen (16) month agreement with Adame Landscape, Inc., to perform landscape maintenance services throughout the City of Hemet Landscape Maintenance Districts (LMDs). At that time, Council authorized the City Manager to execute the agreement for services effective June 1, 2016, through September 30, 2017, for an annual amount of \$463,776, with a total contract amount not to exceed \$618,368.00. This amount represented pricing from the original bid solicitation in July of 2014.

In preparation for cost increases and other needed adjustments to the contract, it is necessary to amend the original agreement for the following reasons:

Increase to Square Footage Pricing Effective January 1, 2017

The City has received a letter from Adame Landscape, Inc. proposing a \$.005 increase to the square footage pricing effective January 1, 2017, representing cost increases related to the state minimum wage increase, state mandated sick leave pay and the Affordable Care Act. A total 3,865,126 square feet of landscape will be maintained effective January 1, 2017.

Addition of Warren Rd. Service Area to District 47

The third and final section of right-of-way improvements at District 47 (Rancho Diamonte) is complete and the developer's maintenance period is coming to an end. Additional compensation will be required for the performance of maintenance at this facility once the City accepts the right-

of-way improvements. Funding for this maintenance is available in District 47 LMD fund No. 228-8292.

Authorize Additional Compensation for Turf Conversion Projects As Requested By the City

The Public Works Department was recently awarded funding to replace turf at the Police Department, Simpson Center and City Hall with drought tolerant landscape. The Public Works Department also budgeted for turf replacement projects in the landscape maintenance districts. Through the proposed amendment, staff is requesting authorization to increase the FY16/17 annual contract amount to include \$132,000 for these turf replacement projects. Staff is also requesting that Council authorize the City Manager to execute purchase orders for the turf replacement projects up to a total amount of \$132,000.00. Authorizing the City Manager to execute purchase orders related to turf replacement projects will allow staff to expedite completion of the projects.

Update Contract Language related to the "Scope of Work" to Include Turf Replacement Projects

In response to current drought conditions, the Public Works Department has identified several landscaped areas where water can be saved by removing turf and spray irrigation, and replacing it with drought tolerant plants, drip irrigation and mulch, therefore creating a more California friendly landscape. The current Agreement does not include turf replacement and irrigation conversion projects. Language is being added to this First Amendment to clearly outline what services the Contractor will perform when the City request that they complete a turf conversion project. Turf conversion projects will only be authorized if existing budget is available. Projects requiring supplemental appropriations will be brought forward for Council consideration.

Staff is recommending approval of the proposed amendment to bring the scope of work and related compensation current in the Agreement. The term of the Agreement is to remain the same.

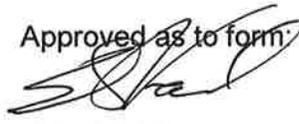
FISCAL IMPACT:

No additional General Fund impact. Agreement compensation as amended has been budgeted and is available through current FY16/17 Landscape Maintenance Assessment district operation budgets. A portion of special project costs in the amount of \$51,760 will be offset by reimbursements received through the SoCal Water Smart Commercial Turf Removal Program.

Respectfully submitted,


Charles Russell
Refuse Superintendent

Approved as to form:


Eric S. Vail
City Attorney

Fiscal Review:


Jessica A. Hurst
Deputy City Manager/
Administrative Services

Attachment(s):

- 1.) Proposed First Amendment to Agreement for Landscaping Maintenance Services

**FIRST AMENDMENT TO
AGREEMENT FOR LANDSCAPE MAINTENANCE
SERVICES**

by and between

the

CITY OF HEMET

and

ADAME LANDSCAPE INC.

Dated _____, 20__

FIRST AMENDMENT TO LANDSCAPE MAINTENANCE SERVICES

This First Amendment to Agreement for Landscape Maintenance Service (“First Amendment”), which is dated for reference as indicated on the cover page, is hereby entered into by and between the CITY OF HEMET, a California general law city (“City”), and Adame Landscape Inc., a California Corporation (“Contractor”), as follows:

RECITALS

- A. City and Contractor entered in an agreement for landscape maintenance services on May 24, 2016 (“Agreement”). The Agreement provides that Contractor will perform landscape services throughout the City of Hemet Landscape Maintenance Districts.
- B. This First Amendment incorporates all operational and administrative changes related to service locations and their related adjustment of compensation that will occur on January 1, 2017.
- B. Section 1 of the Agreement provides that the contractor perform landscape maintenance services specified in Exhibit “A” General Specification and Landscape Maintenance Specifications.
- C. This First Amendment amends Exhibit “A”, General Specification and Landscape Maintenance Specifications to incorporate that the contractor complete turf replacement and irrigation conversion projects as requested and approved by the City.
- D. Parties intend to amend Exhibit “B” to add an additional landscape area to be maintained by Contractor in District 47 Rancho Diamonte, effective January 1, 2017 pending final acceptance of right-of-way improvements.
- E. Parties intend to amend Exhibit “C” Compensation to incorporate updated minimum wage amounts into per square foot maintenance pricing, adjust monthly and annual pricing and incorporate anticipated cost of turf replacement and irrigation conversion projects through the remaining term of the Agreement.

OPERATIVE PROVISIONS

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

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

- 1.1 **Exhibit “A” General Specifications.** Exhibit “A” General Specifications, Subsection D of Section 1 Scope of Work is hereby added as follows:

D. The Contractor shall replace turf with approved drought tolerant plants and convert existing irrigation system to drip irrigation when requested and approved by the City. Upon receiving written approval from the City, for turf replacement, Contractor shall perform the following:

- Spray turf with turf killer.
- Remove turf edge at least 12 inches in width.
- Install approved one-gallon shrubs, four inches off center.
- Cap existing spray heads.
- Install approved sub-surface drip irrigation tubing and filter.
- Apply two-inch layer of medium blend mulch.

Pricing for turf replacement projects shall be \$2.35 sq. ft. for areas totaling 1000 sq. ft. and up, and \$3.00 sq. ft. for areas totaling less than 1000 sq. ft.

- 1.2 **Exhibit “C” Compensation.** Exhibit “C” Compensation of the Agreement is hereby replaced with Attachment “A” (Exhibit “C” Compensation) to the First Amendment. The total compensation “Not to Exceed” amount is adjusted to \$759,735.00 (seven hundred fifty nine thousand seven hundred thirty-five dollars).
- 1.3 **Exhibit “G” Landscape Maintenance District Maps.** Exhibit “G” landscape Maintenance District Maps of the Agreement is hereby amended to add an additional landscape area to District 47, Rancho Diamonte as a service location as shown on Attachment “B” to the First Amendment.

2. GENERAL PROVISIONS.

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

2.2 **Integration.** This First Amendment consists of pages 1 through 4 inclusive, and Attachments A and B, which constitute the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this First Amendment.

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

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

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

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

CITY OF HEMET

ADAME LANDSCAPE:

By: _____
Alexander Meyerhoff, City Manager

(Authorized Officer)

Title _____

ATTEST:

Print Name: _____

Sarah McComas, City Clerk

ADAME LANDSCAPE:

APPROVED AS TO FORM:

(Authorized Officer)

Title _____

Eric S. Vail, City Attorney

Print Name _____

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

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

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On _____, 20_____,
before me, _____,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared _____,
Name of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACIT(IES) CLAIMED BY SIGNER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Signer's Name: _____

- Individual
- Corporate Officer

Title(s)

- Partner(s) Limited
- General

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

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

Title or Type of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

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

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On _____, 20____
before me, _____
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared _____
Name of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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Signer's Name: _____

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- Guardian/Conservator
- Other: _____

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

Title or Type of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

EXHIBIT "C"

COMPENSATION

The total compensation for the Landscape Maintenance Services performed shall not exceed \$ 759,735.00 (seven hundred fifty nine thousand seven hundred thirty-five dollars) in total for the 16 month contract term, and shall be broken down as follows:

1. Monthly Landscape Maintenance Services Total for the Months of June 1, 2016 Through December 31, 2016: Seven (7) months @ \$38,298, a total of \$268,086.
 - Planter: \$0.14 / sq. ft. annually
 - Grass: \$0.14 / sq. ft. annually
 - Hardscape: \$0.051 / sq. ft. annually

2. Monthly Landscape Maintenance Services Total for the Months of January 2017 Through September 30, 2017: Nine (9) months @ \$39,961, a total of \$359,649.
 - Planter: \$0.145 / sq. ft. annually
 - Grass: \$0.145 / sq. ft. annually
 - Hardscape: \$0.0515 / sq. ft. annually

3. Turf Replacement Projects: \$132,000 (approximately 56,000 sq. ft.)
 - \$2.35 sq. ft. for areas totaling 1000 sq. ft. and up
 - \$3.00 sq. ft. for areas less than 1000 sq. ft.

Prorated compensation for FY15/16 beginning June 1, 2016, through June 30, 2016 shall not exceed \$ 38,298 (thirty eight thousand, two hundred forty eight dollars). This represents the last remaining month of the fiscal year at the monthly rate of \$38,298.00.

Total compensation includes Table C-1 – Biweekly Service Level Pricing, representing reduced costs resulting from reduced frequency of services at districts as outlined in Exhibit "B" - Schedule of Performance, Section 1. Frequency, of the Agreement.

| District No. | District Name | Cost Per Month June –Dec. 2016 | Cost Per Month Jan. – Sept. 2017 |
|--------------|---------------|-----------------------------------|-------------------------------------|
| 23 | Crean Homes | \$573.76 | \$592.76 |
| 23-1 | Montana | \$35.00 | \$36.25 |
| 23-2A | Wildflower | \$207.09 | \$212.67 |
| 23-4 | Autumn Ridge | \$639.10 | \$661.93 |
| 25 | Florida Ave. | \$6.54 | \$6.78 |
| 35 | Enclave | \$48.36 | \$49.84 |
| 43 | Palomino | \$22.53 | \$23.33 |
| | Total | \$1532.38 | \$1583.56 |

Table C-1 Biweekly Service Level Pricing

Total compensation includes additional service costs resulting from the addition of districts to the scope of services as shown in Table C-2 Landscape Services – Post Bid District Additions and referenced in Exhibit “G” – Landscape Maintenance District Maps of the Agreement.

| District No. | District Name | Cost Per Month June – Dec. 2016 | Cost Per Month Jan. – Sept. 2017 |
|--------------|--------------------------------------|------------------------------------|-------------------------------------|
| 52 | 7-Hills Apts. | \$36.99 | \$44.70 |
| 19 | Fire Station #4 | \$292.49 | \$299.06 |
| 36 | McSweeny Park Restroom Facilities | \$500.00 | \$500.00 |
| 23-4 | Oltman Park at Autumn Ridge | \$2694.37 | \$2786.09 |
| | Total | \$3523.85 | \$3629.85 |

Table C-2 - Landscape Services – Post Bid District Additions

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

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

UNIT PRICING

| ITEM # | DESCRIPTION | ADAME PER UNIT PRICE |
|--------|-----------------------------|-------------------------|
| 1) | Annual Color (4" Container) | \$1.75 EA |
| 2) | Ground cover (flat) | \$18.00 FLAT |
| 3) | One (1) Gallon Plant | \$7.00 EA |
| 4) | Five (5) Gallon plant | \$18.00 EA |
| 5) | Fifteen (15) Gallon plant | \$50.00 EA |
| 6) | 24" box tree | \$225.00 EA |
| 7) | Seed turf | \$1.60 SQFT |
| 8) | 1/2" irrigation piping | \$10.00 LF |
| 9) | 3/4" irrigation piping | \$10.00 LF |
| 10) | 1" irrigation piping | \$10.00 LF |
| 11) | 2" irrigation piping | \$12.00 LF |
| 12) | 3" irrigation piping | \$17.00 LF |
| 13) | 4" irrigation piping | \$22.00 LF |

| | | |
|-----|---|----------------------------|
| 14) | Replace sprinkler head or bubblers. Labor and incidentals only. (City to provide replacement heads/bubblers for those identified as worn or vandalized. | \$30.00 EA |
| 15) | Apply mulch (spray application) Apply mulch (manual application) | \$0.27 SQFT \$0.35 SQFT |

2017 LANDSCAPE MAINTENANCE COST PER DISTRICT

| District | Estimated Area (Sq. Footage) | Annual Cost Per Sq. Ft. | Cost Per Month | Cost Per Year |
|----------|------------------------------|-------------------------|----------------|---------------|
| 1 | Hardscape: 1,302 sq ft | \$0.0515 | \$5.59 | \$67.05 |
| | Grass: 24,971 sq ft | \$0.145 | \$301.73 | \$3,620.80 |
| 2 | Planter: 400 sq ft | \$0.145 | \$4.83 | \$58.00 |
| | Grass: 25,897 sq ft | \$0.145 | \$312.92 | \$3,755.07 |
| 3 | Grass: 18,280 sq ft | \$0.145 | \$220.88 | \$2,650.60 |
| 4 | Planter: 425 sq ft | \$0.145 | \$5.14 | \$61.63 |
| | Hardscape: 17,066 sq ft | \$0.145 | \$73.24 | \$878.90 |
| | Grass: 11,906 sq ft | \$0.145 | \$143.87 | \$1,726.38 |
| 5 | Grass: 26,988 sq ft | \$0.145 | \$326.11 | \$3,913.27 |
| 6 | Planter: 6279 sq ft | \$0.145 | \$75.87 | \$910.46 |
| 7 | Grass: 6475 sq ft | \$0.145 | \$78.24 | \$938.88 |
| 8 | Planter: 25,407 sq ft | \$0.145 | \$307.00 | \$3,684.02 |
| | Grass: 1,380 sq ft | \$0.145 | \$16.68 | \$200.10 |

| District | Estimated Area (Sq. Footage) | Annual Cost Per Sq. Ft. | Cost per Month | Cost Per Year |
|-------------------|------------------------------|-------------------------|----------------|---------------|
| 9 | Planter: 1,466 sq ft | \$0.145 | \$17.71 | \$212.57 |
| | Grass: 93,716 sq ft | \$0.145 | \$1,132.40 | \$13,588.82 |
| 9-1 | Grass: 59,186 | \$0.145 | \$715.16 | \$8,581.97 |
| 10 | Planter: 13,968 | \$0.145 | \$168.78 | \$2,025.36 |
| 11 | Planter: 30,620 sq ft | \$0.145 | \$369.99 | \$4,439.90 |
| | Hardscape: 975 sq ft | \$0.0515 | \$4.18 | \$50.21 |
| | Grass: 16,508 sq ft | \$0.145 | \$199.47 | \$2,393.66 |
| 12 | Planter: 1,479 sq ft | \$0.145 | \$17.87 | \$214.46 |
| | Hardscape: 2,024 sq ft | \$0.0515 | \$8.69 | \$104.24 |
| | Grass: 1,555 sq ft | \$0.145 | \$18.79 | \$225.48 |
| 15 | Grass: 13,499 sq ft | \$0.145 | \$163.11 | \$1,957.36 |
| 16 | Planter: 185,268 sq ft | \$0.145 | \$2,238.66 | \$26,863.86 |
| | Hardscape: 101,521 sq ft | \$0.0515 | \$435.69 | \$5,228.33 |
| | Grass: 22,830 sq ft | \$0.145 | \$275.86 | \$3,310.35 |
| 17 | Planter: 101,528 sq ft | \$0.145 | \$1,226.80 | \$14,721.56 |
| | Hardscape: 21,600 sq ft | \$0.0515 | \$92.70 | \$1,112.40 |
| | Grass: 8,126 sq feet | \$0.145 | \$98.19 | \$1,178.27 |
| 19 | Planter: 70,053 sq ft | \$0.145 | \$846.47 | \$10,157.69 |
| | Hardscape: 42,264 sq ft | \$0.0515 | \$181.38 | \$2,176.60 |
| | Grass: 109,020 sq ft | \$0.145 | \$1,317.33 | \$15,807.90 |
| 19 Fire Station 4 | Planter: 6285 | \$0.145 | \$75.94 | \$911.33 |
| | Hardscape: 35,306 | \$0.0515 | \$151.52 | \$1,818.26 |
| | Grass: 5925 | \$0.145 | \$71.59 | \$859.13 |

| District | Estimated Area (Square Footage) | Annual Cost Per Sq. Ft. | Cost Per Month | Cost Per Year |
|-----------------|--|------------------------------------|-----------------------|----------------------|
| 19-1 | Planter: 27,645 sq ft | \$0.145 | \$334.04 | \$4,008.53 |
| | Grass: 86,605 sq ft | \$0.145 | \$1,046.48 | \$12,557.73 |
| 19-2 | Grass: 40,186 sq ft | \$0.145 | \$485.58 | \$5,826.97 |
| 19-3 | Planter: 49,915 sq ft | \$0.145 | \$603.14 | \$7,237.68 |
| | Hardscape: 2,652 sq ft | \$0.0515 | \$11.38 | \$136.58 |
| | Grass: 22,816 sq ft | \$0.145 | \$275.69 | \$3,308.32 |
| 19-4 | Planter: 16,250 sq ft | \$0.145 | \$196.35 | \$2,356.25 |
| | Hardscape: 53,450 sq ft | \$0.0515 | \$229.39 | \$2,752.68 |
| | Grass: 245,000 sq ft | \$0.145 | \$2,960.42 | \$35,525.00 |
| 19-6 | Planter: 30,714 sq ft | \$0.145 | \$371.13 | \$4,453.53 |
| | Grass: 31,665 sq ft | \$0.145 | \$382.62 | \$4,591.43 |
| 19-7 | Planter: 3,240 sq ft | \$0.145 | \$39.15 | \$469.80 |
| 19-9 | Planter: 5,638 sq ft | \$0.145 | \$68.13 | \$817.51 |
| | Grass: 3,060 sq ft | \$0.145 | \$36.98 | \$443.70 |
| 19-10 | Planter: 6,280 sq ft | \$0.145 | \$75.88 | \$910.60 |
| 19-11 | Planter: 7,540 sq ft | \$0.145 | \$91.11 | \$1,093.30 |
| 19-S | Planter: 10,433 sq ft | \$0.145 | \$126.07 | \$1,512.79 |
| 22 | Planter: 132,200 sq ft | \$0.145 | \$1,597.42 | \$19,169.00 |
| | Grass: 277,000 sq ft | \$0.145 | \$3,347.08 | \$40,165.00 |

| District | Estimated Area (Square Footage) | Annual Cost Per Sq. Ft | Cost Per Month | Cost Per Year |
|------------------------|--|-----------------------------------|-----------------------|----------------------|
| 23* | Planter: 13,628 sq ft | \$0.145 | \$82.34 | \$988.03 |
| | Hardscape: 26,991 sq ft | \$0.0515 | \$57.92 | \$695.02 |
| | Grass: 74,898 sq ft | \$0.145 | \$452.51 | \$5,430.11 |
| 23-1* | Planter: 3,000 sq ft | \$0.145 | \$18.13 | \$217.50 |
| | Grass: 3,000 sq ft | \$0.145 | \$18.13 | \$217.50 |
| 23-2a* | Planter: 13,740 sq ft | \$0.145 | \$83.01 | \$996.15 |
| | Grass: 21,760 sq ft | \$0.145 | \$129.65 | \$1,555.85 |
| 23-2b | Planter: 6,598 sq ft | \$0.145 | \$79.73 | \$956.71 |
| | Hardscape: 16,224 sq ft | \$0.0515 | \$69.63 | \$835.54 |
| | Grass: 15,042 sq ft | \$0.145 | \$181.76 | \$2,181.09 |
| 23-3 | Planter: 9,594 sq ft | \$0.145 | \$115.93 | \$1,391.13 |
| 23-4/44* | Planter: 80,219 sq ft | \$0.145 | \$484.66 | \$5,815.88 |
| | Grass: 29,341 sq ft | \$0.145 | \$177.27 | \$2,127.23 |
| 23-4 Oltman Park | Planter: 94,992 sq ft | \$0.145 | \$1,147.82 | \$13,773.84 |
| | Hardscape: 41,050 sq ft | \$0.0515 | \$176.17 | \$2,114.08 |
| | Grass: 121,001 sq ft | \$0.145 | \$1,462.10 | \$17,545.15 |
| 23-5 | Planter: 5,130 sq ft | \$0.145 | \$61.99 | \$743.85 |
| | Hardscape: 6,340 sq ft | \$0.0515 | \$27.21 | \$326.51 |
| | Grass: 4,320 sq ft | \$0.145 | \$52.20 | \$626.40 |
| 23-5b | Planter: 12,565 sq ft | \$0.145 | \$151.83 | \$1,821.93 |
| | Hardscape: 8,950 sq ft | \$0.0515 | \$38.41 | \$460.93 |
| 24 | Planter: 28,078 sq ft | \$0.145 | \$339.28 | \$4,071.31 |
| | Grass: 11,286 sq ft | \$0.145 | \$136.37 | \$1,636.47 |

| District | Estimated Area (Square Footage) | Annual Cost Per Sq. Ft. | Cost Per Month | Cost Per Year |
|----------|---------------------------------|-------------------------|----------------|---------------|
| 25* | Planter: 125 sq ft | \$0.145 | \$0.76 | \$9.07 |
| | Grass: 996 sq ft | \$0.145 | \$6.02 | \$72.21 |
| 26 | Planter: 63,795 sq ft | \$0.145 | \$770.86 | \$9,250.28 |
| | Hardscape: 79,160 sq ft | \$0.0515 | \$339.73 | \$4,076.74 |
| | Grass: 29,326 sq ft | \$0.145 | \$354.36 | \$4,252.27 |
| 27 | Planter: 21,697 sq ft | \$0.145 | \$262.17 | \$3,146.07 |
| | Hardscape: 15,604 sq ft | \$0.0515 | \$66.97 | \$803.61 |
| | Grass: 39,562 sq ft | \$0.145 | \$478.04 | \$5,736.49 |
| 35* | Planter: 3969 sq ft | \$0.145 | \$23.98 | \$287.76 |
| | Hardscape: 4460 sq ft | \$0.0515 | \$9.57 | \$114.85 |
| | Grass: 2696 sq ft | \$0.145 | \$16.29 | \$195.46 |
| 36 | McSeeny Restrooms | | \$500.00 | \$6,000.00 |
| 36 | Planter: 18,989 sq ft | \$0.145 | \$229.45 | \$2,753.41 |
| | Hardscape: 19,264 sq ft | \$0.0515 | \$82.68 | \$992.10 |
| | Grass: 215,000 sq ft | \$0.145 | \$2,597.92 | \$31,175.00 |
| | Level/Chalk Ballfield | | | |
| 37 | Planter: 47,390 sq ft | \$0.145 | \$572.63 | \$6,871.55 |
| | Hardscape: 15,110 sq ft | \$0.0515 | \$64.85 | \$778.17 |
| | Grass: 26,413 sq ft | \$0.145 | \$319.16 | \$3,829.89 |
| 42 | Planter: 37,646 sq ft | \$0.145 | \$454.89 | \$5,458.67 |
| | Hardscape: 7,084 sq ft | \$0.0515 | \$30.40 | \$364.83 |
| | Grass: 2,887 sq ft | \$0.145 | \$34.89 | \$418.62 |
| 43* | Grass: 3,861 sq ft | \$0.145 | \$23.33 | \$279.93 |

| District | Estimated Area (Square Footage) | Annual Cost Per Sq. Ft. | Cost Per Month | Cost Per Year |
|-------------------------------------|--|------------------------------------|-----------------------|----------------------|
| 47 | Planter: 76,859 sq ft | \$0.145 | \$928.71 | \$11,144.56 |
| | Hardscape: 27,606 sq ft | \$0.0515 | \$118.48 | \$1,421.71 |
| | Grass: 43,228 sq ft | \$0.145 | \$522.34 | \$6,268.06 |
| 47 Warren Rd. | Planter: 96,294 sq ft | \$0.145 | \$1,163.55 | \$13,962.63 |
| | Hardscape: 15,636 sq ft | \$0.0515 | \$67.10 | \$805.25 |
| | Grass: 16,800 sq ft | \$0.145 | \$203.00 | \$2,436.00 |
| 52 | Planter: 3699 | \$0.145 | \$44.70 | \$536.36 |
| COH | Planter: 1,510 sq ft | \$0.145 | \$18.25 | \$218.95 |
| | Grass: 11,024 sq ft | \$0.145 | \$133.21 | \$1,598.48 |
| TOTAL COSTS- ALL DISTRICTS : | | | \$39,960.69 | \$479,528.46 |
| | *Biweekly Service Level Pricing | | | |

EXHIBIT "G"

LANDSCAPE MAINTENANCE DISTRICT MAPS

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

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

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

- **District 52 – Seven Hills Apartments – Map attached to Agreement**
- **District 19 – Fire Station No. 4 – Map attached to Agreement**
- **District 36 – McSweeny Park (Restroom Maintenance) – Map attached to Agreement**
- **District 23-4 – Oltman Park/Dog Park – Map attached to Agreement**
- **District 47 – Rancho Diamonte – Map attached**



Staff Report

TO: Honorable Mayor and Members of the City Council

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

DATE: September 28, 2016

RE: McSweeney Farms Phase II, TM's 33824, 33824-1, 33824-2, 33825 and 33825-1

RECOMMENDATION:

It is respectfully requested that the City Council:

- a. Adopt a resolution approving Subdivision Improvement Agreements, Improvement Securities and Final Tract Map Nos. 33824, 33824-1, 33824-2, 33825 and 33825-1 located at the southeast corner of Domenigoni Parkway/Gibbel Road and State Street within the McSweeney Farms Specific Plan Area. **Resolution Bill No. 16-072**; and
- b. Authorize the City Manager to sign the Subdivision Improvement Agreements.

BACKGROUND:

Developer McSweeney Recovery Acquisition, LLC, a Delaware Limited Liability Company (Mr. John Shumaker, Authorized Signatory) submitted Final Tract Map No. 33824, consisting of fifty-eight (58) residential lots and two (2) lettered; Final Tract Map No. 33824-1, consisting of seventy-seven (77) residential lots and four (4) lettered lots; Final Tract Map No. 33824-2, consisting of one-hundred two (102) residential lots and six (6) lettered lots; Final Tract Map No. 33825, consisting of one-hundred forty-eight (148) residential lots and three (3) lettered lots; and Final Tract Map No. 33825-1, consisting of one-hundred eleven (111) residential lots and five (5) lettered lots as shown on Exhibit "A" and Exhibit "B". The total area encompassed in these maps is 113.9 acres.

Tentative Tract Map Nos. 33824 and 33854 were approved by the City of Hemet Planning Commission April 4, 2006 and have received subsequent extensions on May 6, 2008 and again on March 4, 2014. The proposed maps are found to be consistent with the McSweeney Farms Specific Plan.

Improvements include AC pavement, curb, gutter, sidewalk, driveway approaches, landscaped parkway, fire hydrants, sewer, water, storm drain and street lights. The developer has entered into improvement agreements with the City for Final Tract Map Nos. 33824, 33824-1, 33824-2, 33825 and 33825-1.

The map meets all conditions of the Subdivision Map Act and the Hemet Municipal Code and has been reviewed and approved by the City Engineer.

FISCAL IMPACT:

The recommended action will have no impact on the City's General Fund. All public infrastructure improvements required for this subdivision will be constructed by the developer at its sole cost.

Respectfully submitted,



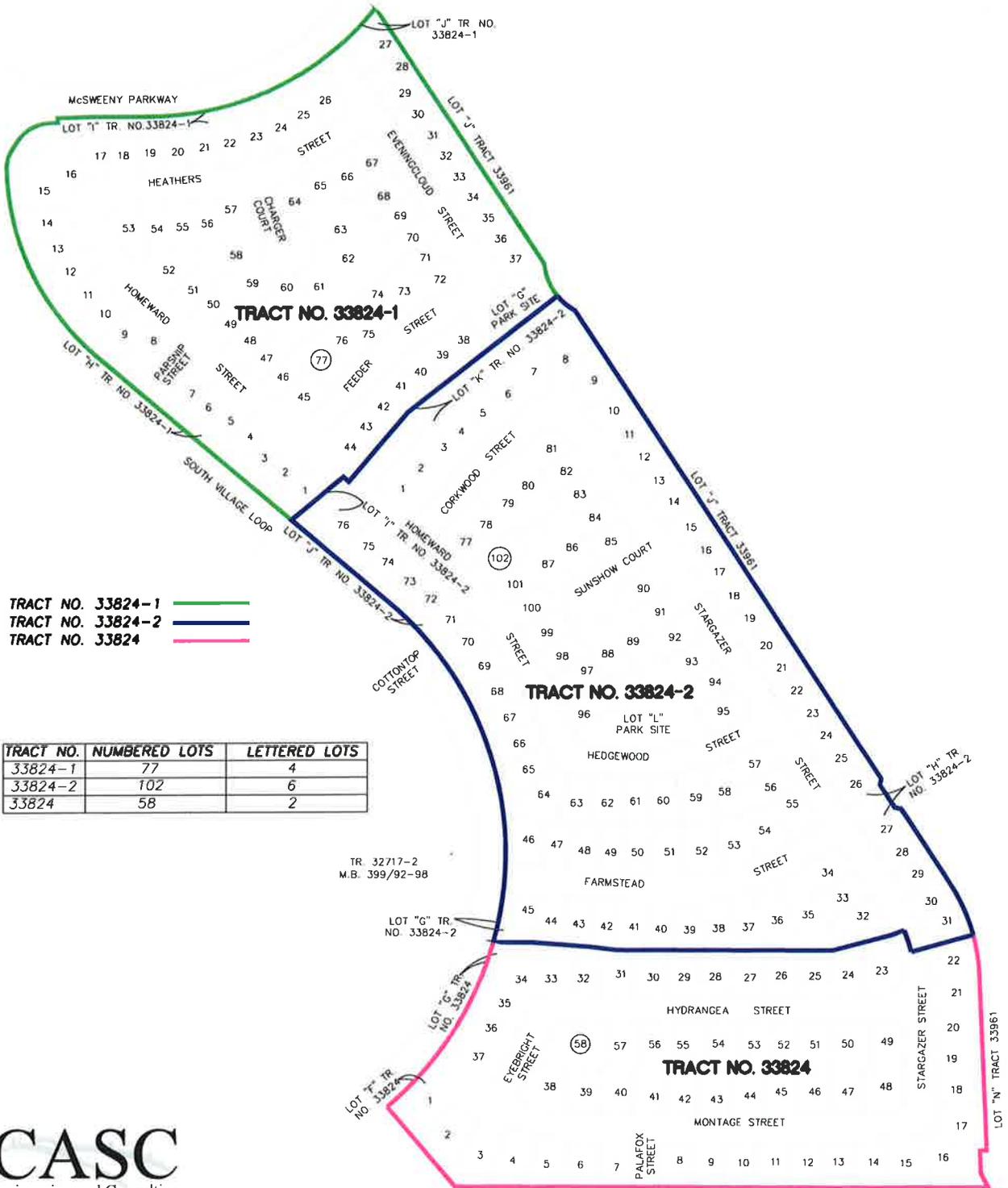
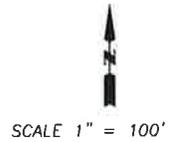
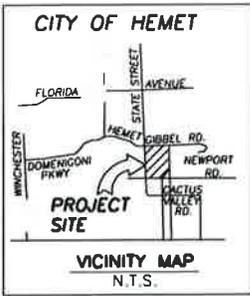
Steven Latino
Engineering Director/
City Engineer

Attachment(s): Exhibit "A" Tract No. 33824 Lotting Exhibit
 Exhibit "B" Tract No. 33825 Lotting Exhibit

EXHIBIT "A"

TRACT NO. 33824-1, 33824-2 AND 33824

LOTTING EXHIBIT



TRACT NO. 33824-1 —

TRACT NO. 33824-2 —

TRACT NO. 33824 —

| TRACT NO. | NUMBERED LOTS | LETTERED LOTS |
|-----------|---------------|---------------|
| 33824-1 | 77 | 4 |
| 33824-2 | 102 | 6 |
| 33824 | 58 | 2 |

CASC
Engineering and Consulting

TR 32717-5
M.B. 400/1-4

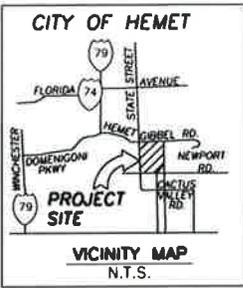
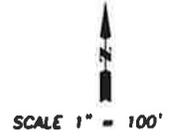


EXHIBIT 'B'

TRACT NO. 33825-1 AND 33825

LOTING EXHIBIT



TRACT NO. 33825-1 ———
 TRACT NO. 33825 ———

| TRACT NO. | NUMBERED LOTS | LETTERED LOTS |
|-----------|---------------|---------------|
| 33825-1 | 111 | 5 |
| 33825 | 148 | 3 |





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**CITY OF HEMET
Hemet, California
RESOLUTION BILL NO. 16-072**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMET, APPROVING SUBDIVISION IMPROVEMENT AGREEMENTS, IMPROVEMENT SECURITIES AND FINAL TRACT MAP NOS. 33824, 33824-1, 338204-2, 33825 and 33825-1 LOCATED AT THE SOUTHEAST CORNER OF DOMENIGONI PARKWAY/GIBBEL ROAD AND STATE STREET WITHIN THE MCSWEENEY FARMS SPECIFIC PLAN AREA.

WHEREAS, Tentative Tract Map Nos. 33824, 33824-1, 33824-2, 33825 and 33825-1, submitted for approval by the developer McSweeny Recovery Acquisition, LLC, a Delaware Limited Liability Company was approved by the Planning Commission of the City of Hemet on April 4, 2006 and received subsequent extensions on May 6, 2008 and March 4, 2014; and

WHEREAS, Tentative Tract Map No. 33824, consisting of fifty-eight residential lots; Tentative Tract Map No. 33284-1, consisting of seventy-seven residential lots; Tentative Tract Map No. 33824-2, consisting of one-hundred two residential lots; Tentative Tract Map No. 33825, consisting of one-hundred forty-eight residential lots; and Tentative Tract Map No. 33825-1, consisting of one-hundred eleven residential lots, all being a subdivision of Lots 1 through 5 as shown on Tract No. 33961, in the City of Hemet, County of Riverside, State of California, as per Map Filed in Book 425, Pages 39 Through 42, inclusive, of Maps, in the Office of the County Recorder of said County. Lying within Section 34 and 35, Township 5 South, Range 1 West, San Bernardino Median; and

WHEREAS, to meet the requirements established as prerequisite to final approval of Final Parcel Map Nos. 33824, 33824-1, 33824-2, 33825, and 33825-1, said developers have offered to enter into a Subdivision Improvement Agreements, together with good

1 and sufficient securities, in conformance with the City Attorney's approved format, for
2 approval and execution by the City; and

3 **WHEREAS**, the Subdivision Improvement Agreements and good and sufficient
4 securities has been accepted by the City ; and

5 **WHEREAS**, staff has reviewed the proposed final map and finds it to be technically
6 correct and in conformance with the Subdivision Map Act

7 **WHEREAS**, the City Council approved and Environmental Impact Report by
8 Resolution NO. 3779 on November 23, 2003 for the McSweeny Farms Specific Plan. The
9 proposed final maps do not make any additions or changes not previously analyzed under
10 the Environmental Impact Report and the CEQA guidelines as approved by the Planning
11 Commission April 4th, 2006, receiving subsequent extensions on May 6th, 2008 and March
12 4th, 2014.
13

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

- 15 1. The location and configuration of the lots to be created by the Final Tract Maps
16 substantially comply with the previously approved Tentative Tract Maps.
- 17 2. That the Subdivision Improvement Agreements are approved and the City
18 Manager is authorized to execute it and the City Clerk is authorized to attest
19 thereto.
- 20 3. That said improvement securities are accepted as good and sufficient, subject to
21 approval as to form and content thereof by the City Attorney.
- 22 4. That, pursuant to Government Code section 66458, Final Tract Map Nos. 33824,
23 33824-1, 33824-2, 33825, and 33825-1 are approved and that the Mayor is
24 authorized to execute the Certificate and the City Clerk attest there on behalf of
25 said City.
- 26 5. CEQA. The City adopted an EIR by Resolution No.3779 on November 23, 2003
27 for the McSweeny farms Specific Plan and a Notice of Determination was filed in
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accordance with CEQA requirements on November 12, 2003. There has been no legal challenge brought against the project or the environmental determination. The City Council has reviewed the EIR and Mitigation Monitoring Program and Initial Study previously approved for the project in light of applicant's submittal of the final maps described above. The City Council finds that the final maps described above will not result in an increase in the density or intensity of the project and will not result in project changes that were not previously analyzed under the approved EIR and Mitigation Monitoring Program. As such, the final maps described above and any effects they may have on the environment, fall within the scope of, and were analyzed under the previously approved EIR and Mitigation Monitoring Program for the project. Furthermore, based on City staff's knowledge of the project and surrounding developments, the City Council concludes that there has been no change in circumstances under which the project is being undertaken that would require additional analysis under CEQA. Finally, the City Council has not been presented with any information contrary to this conclusion nor any information from which it could be fairly argued that final maps as described above involves new significant effects on the environment or substantially increases the severity of a previously identified effect.

The City Clerk of the City of Hemet shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 28th day of September, 2016

Bonnie Wright, Mayor

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ATTEST:

Sarah McComas, City Clerk

APPROVED AS TO FORM:

Eric S. Vail, City Attorney

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

3 I, Sarah McComas, City Clerk of the City of Hemet, do hereby certify that the foregoing
4 Resolution is the actual Resolution adopted by the City Council of the City of Hemet and
was passed at a regular meeting of the City Council on the ___ day of _____,
5 2016 by the following vote:

6 AYES:
7 NOES:
8 ABSTAIN:
9 ABSENT:

10 Sarah McComas, City Clerk

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**RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:**
(Document exempt from recording fees
pursuant to Cal. Gov. Code § 27383)

CITY OF HEMET
Attn: City Manager
445 East Florida Avenue
Hemet, California 92543

THIS SPACE FOR RECORDER'S USE ONLY

**SUBDIVISION IMPROVEMENT AGREEMENT
FINAL TRACT MAP 33824**

By and Between

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

and

**McSweeny Recovery Acquisition, LLC,
a Delaware limited liability company**

Dated: _____

SUBDIVISION IMPROVEMENT AGREEMENT

FINAL TRACT MAP 33824

This Subdivision Improvement Agreement (“Agreement”) is entered into as of this 31 day of August 2016 by and between the City of Hemet, a municipal corporation (“City”) and McSweeny Recovery Acquisition, LLC, a Delaware limited liability company. City and Developer are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. Developer has submitted to City an application for approval of a final tract map for real property located within City, a legal description of which is attached hereto as Exhibit “A”. The tract map is identified in City records as Tract Map No. 33824. On _____, 20___, the City conditionally approved Tract No. 33824.

B. Developer has not completed all of the work or made all of the Public Improvements required by the Subdivision Map Act (Government Code sections 66410 *et seq.*), (“Map Act”) the City Ordinances, the conditions of approval for Tract No. 33824, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

C. Pursuant to City Ordinances and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the Public Improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for Tract No. 33824.

D. City has authority to enter into this Subdivision Improvement Agreement pursuant to Government Code Sections 66499 – 66499.10.

E. Pursuant to Government Code Section 66499, Developer’s execution of this Agreement and the provision of the security are made in consideration of City’s approval of the final map for Tract No. 33824.

DEFINED TERMS

“*Developer*” shall mean McSweeny Recovery Acquisition, LLC. The term “Developer” shall also include all assignees, to the extent permitted under this Agreement, of the rights and obligations of Developer under this Agreement, and any successor-in-interest to Developer having a legal and/or equitable interest in the Property.

“*Estimated Costs*” shall mean the City Engineer’s approximation of the actual cost to construct the Public Improvements, including the replacement cost for all landscaping.

“Litigation 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 prosecution of an action or proceeding, including, but not limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorneys’ fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs and any other cost or expense, the award of which a court of competent jurisdiction may determine to be just and reasonable.

“Map Act” shall mean the Subdivision Map Act, Government Code Sections 66410 et seq.

“Property” shall mean the all of the real property contained within the boundaries of Tract Map No. 33824 located in the City of Hemet, California, as is more particularly described in the legal description and tract diagram attached hereto and incorporated hereby by reference at Attachment “A”.

“Public Improvements” shall include, but not be limited to, all grading, roads, streets, paving, curbs and gutters, sidewalks, paseos, pathways, trails, sanitary sewers, utilities, storm drains, detention and retention basins and other drainage facilities, traffic controls, landscaping, street lights and all other facilities required to be constructed and dedicated to the City or other public entity as conditions of approval of Tentative Tract Map No. 33824 and as shown in detail on the plans, and specifications which have been approved by the City and incorporated into Tract Map No. 33824. The Parties agree that the Public Improvements to be completed by Developer are more specifically described in the diagram or plan attached hereto and incorporated herein by reference as Attachment “B. Notwithstanding, Attachment “B”, Developer shall remain obligated to construct and complete all of the Public Improvements required as conditions of approval for Tentative Tract Map 33824.

“Required Insurance” shall mean the insurance required to be maintained by Developer under Section 17.

“Security” shall mean surety bonds in the amounts and under the terms of Section 12 or other security approved by City Engineer or City Attorney.

“Tract No 33824” shall mean the final map prepared and approved by the City for Tentative Tract Map No. 33824.

“Warranty” shall mean the one year period following completion of the Public Improvements by Developer and the acceptance of the Public Improvements by the City in which Developer warrants and guarantees all Public Improvements.

OPERATIVE PROVISIONS

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

1. **EFFECTIVENESS.** This Agreement shall not be effective unless and until all four (4) of the following conditions are satisfied in the order provided:

1.1 **Security.** Developer provides City with the Security of the type and in the amounts required by this Agreement;

1.2 **Final Map and Agreement Approval.** The City Council of the City (“City Council”) approves the final map for Tract No. 33824 and this Agreement;

1.3 **Record Agreement.** Developer and City execute the Agreement and City records this Agreement in the Recorder’s Office of the County of Riverside; and

1.4 **Record Final Map.** Developer records the final map for Tract No. 33824 in the Recorder’s Office of the County of Riverside.

If the above described conditions are not satisfied in the order, manner and within the time provided under this Agreement, this Agreement shall automatically terminate without need of further action by either City or Developer.

2. **PUBLIC IMPROVEMENTS.** Developer shall construct or have constructed at its own cost, expense, and liability the Public Improvements, as defined herein, within the time and in the manner required under this Agreement. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. The Developer shall be responsible for the replacement, relocation, or removal of any component of any irrigation water or sewer system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such water or sewer system. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 **Prior Partial Construction of Public Improvements.** Where construction of any Public Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 **Permits; Notices; Utility Statements.** Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and approvals and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer’s obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or approval issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility which will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 **Pre-approval of Plans and Specifications.** Developer is prohibited from commencing work on any Public Improvement until all plans and specifications for such Public Improvement have been submitted to and approved by the City Engineer, or his or her designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 **Quality of Work; Compliance With Laws and Codes.** The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 **Standard of Performance.** Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 **Alterations to Improvements.** All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.7 **Other Obligations Referenced in Conditions of Tentative Map Approval.** In addition to the foregoing, Developer shall satisfy all of the conditions of approval on the tentative map for the Property. The conditions of approval which have not been satisfied prior to the date of this Agreement are identified on Exhibit "D" hereto.

3. **MAINTENANCE OF PUBLIC IMPROVEMENTS AND LANDSCAPING.** City shall not be responsible or liable for the maintenance or care of the Public Improvements until City formally approves and accepts them in accordance with its policies and procedures. City shall exercise no control over the Public Improvements until approved and accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly

prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4. **CONSTRUCTION SCHEDULE.** Unless extended pursuant to this Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within one year (12 months) following approval of the final map for Tract No. 33824.

4.1 **Extensions.** City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. It is understood that by providing the Security required under Section 12.0 et seq. of this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 **Accrual of Limitations Period.** Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5. **GRADING.** Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of Tract No. 33824 shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Section 12.0 et seq. of this Agreement.

6. **UTILITIES.** Developer shall provide utility services, including water, sewer, power, gas, and telephone service to serve each parcel, lot, or unit of land within Tract No.

33824 in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

7. **FEES AND CHARGES.** Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to Tract No. 33824, or as required by other governmental agencies having jurisdiction over Tract No. 33824.

8. **CITY INSPECTION OF PUBLIC IMPROVEMENTS.** Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur. If the City inspector requests it, the Developer at any time before acceptance of the Public Improvements shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the Developer shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City shall not be considered as direct control of the individual workmen on the job site. City's inspector shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement. The inspection of the work by City shall not relieve Developer or the contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

9. **ADMINISTRATIVE COSTS.** If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10. **ACCEPTANCE OF IMPROVEMENTS; AS-BUILT OR RECORD DRAWINGS.** The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement.

10.1 **Developer's Notice of Completion.** Upon the total or partial acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted Public Improvements in accordance with California Civil Code section 3093, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor.

10.2 **City Acceptance of Public Improvements.** If Tract No. 33824 was approved and recorded as a single phase map, City shall not accept any one or more of the improvements until all of the Public Improvements are completed by Developer and approved by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements.

10.3 **Developer's Obligation to Provide As-Built or Record Drawings.** Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

11. **WARRANTY AND GUARANTEE.** Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City. During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

12. **SECURITY; SURETY BONDS.** Prior to City's approval and execution of this Agreement, Developer shall provide City with surety bonds in the amounts and under the terms set forth below. The amount of the Security shall be based on the City Engineer's Estimated Costs. If City determines at any time prior to Developer's completion of the Public Improvements under Section 4 [Construction Schedule], in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision (Section 12.0 et seq.) shall in no way limit or modify Developer's indemnification obligation provided in Section 16.0 of this Agreement.

12.1 **Performance Bond.** To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 18.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of Nine Hundred and Eighty-Four Thousand Dollars (\$984,000.00), which sum shall be not less than one hundred percent (100%) of the Estimated Costs.

12.2 **Partial Release.** The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the Security provided under this section as the Public Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 33824, and the total remaining Security is not less than twenty-five percent (25%) of the Estimated Costs. All Security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 33824.

12.3 **Labor & Material Bond.** To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of Nine Hundred and Eighty-Four Thousand Dollars (**\$984,000.00**), which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The Security provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements. The amount of such Security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

12.4 **Additional Requirements.** The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, be a bank or insurance company licensed to transact surety business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. The Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

12.5 **Form of Security.** The evidence of the Security shall be provided on the forms set forth in Attachment "C", unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Attachment "C" and incorporated herein by this reference.

12.6 **Developer's Liability.** While no action of Developer shall be required in order for City to realize on its security under any Security instrument, Developer agrees to cooperate with City to facilitate City's realization under any Security instrument, and to take no action to prevent City from such realization under any Security instrument. Notwithstanding the giving of any Security instrument or the subsequent expiration of any Security instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Developer shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute Security as City shall require satisfying the requirements in this Section 12.

13. **MONUMENT SECURITY.** Prior to City's execution of this Agreement, to guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for Tract No. 33824 in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"), Developer shall deposit cash with City in the amount of **{Fourteen Thousand Five Hundred Dollars} (\$14,500)**, which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said cash deposit may be released by written authorization of the City Engineer after all required Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for Tract No. 33824.

14. **LIEN.** To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to Sections 12.0 *et seq.* and 13.0 of this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to Sections 12.0 *et seq.* and 13.0 of this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this section.

15. **SIGNS AND ADVERTISING.** Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the summary removal by City, without notice to Developer, of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer and its surety. Developer and its surety shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

16. **INDEMNIFICATION.** Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the gross negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify City shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

17. INSURANCE.

17.1 **Types; Amounts.** Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

17.1.1 **General Liability.** Developer and its contractors shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than \$3,000,000 per occurrence for bodily injury, personal injury, and property damage.

17.1.2 **Business Automobile Liability.** Developer and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

17.1.3 **Workers' Compensation.** Developer and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees.

17.1.4 **Professional Liability.** For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

17.2 **Deductibles.** Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

17.3 **Additional Insured; Separation of Insureds.** The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insured provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

17.4 **Primary Insurance; Waiver of Subrogation.** The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required

Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

17.5 **Certificates; Verification.** Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

17.6 **Term; Cancellation Notice.** Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days' prior written notice to City.

17.7 **Insurer Rating.** Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A:VIII.

18. **DEFAULT; NOTICE; REMEDIES.**

18.1 **Notice.** If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation. Developer shall commence the work required to remedy the default or violation within ten (10) days of the written demand from the City. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the demand verbally, and Developer shall commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the demand to remedy the default, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs expenses as provided for in Section 9.0 of this Agreement.

18.2 **Failure to Remedy; City Action.** If the work required to remedy the noticed default or violation is not diligently prosecuted to a substantial completion acceptable to City within a reasonable time designated by the City, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require

all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

18.3 **Other Remedies.** No action by City pursuant to Section 18.0 et seq. of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

19. GENERAL PROVISIONS.

19.1 **Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

19.2 **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 this Agreement.

19.3 **Construction; References; Captions.** It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

19.4 **Notices.** All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:

City of Hemet
Attn: Alexander P. Meyerhoff, City Manager
445 E. Florida Avenue
Hemet, CA 92543

DEVELOPER:

McSweeny Farms Recovery Acquisition, LLC
c/o Raintree Investment Corporation
Attn: Matthew Villalobos
5796 Armada Drive, Suite 375
Carlsbad, CA 92008

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent provided the original is contemporaneously deposited with United States Postal Service and delivered by regular mail; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

19.5 **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

19.6 **Waiver.** City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Public Improvements or this Agreement.

19.7 **Assignment or Transfer of Agreement.** Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement.

19.8 **Binding Effect.** Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

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

19.10 **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

19.11 **Consent to Jurisdiction and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

19.12 **Attorneys' Fees and Costs.** If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all Litigation Expenses. Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Litigation Expenses.

19.13 **Relationship Between The Parties.** The Parties hereby mutually agree that neither this Agreement, any map related to Tract No. 33824, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

19.14 **Counterparts.** This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

19.15 **Effective Date of Agreement.** This Agreement shall not become effective until the date it has been formally approved by the City and executed by the appropriate authorities of City and Developer.

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

CITY OF HEMET

By: _____
Alexander P. Meyerhoff
City Manager

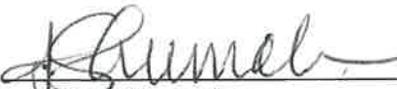
ATTEST:

Sarah McComas
City Clerk

APPROVED AS TO FORM

By: _____
Eric S. Vail
City Attorney

McSweeny Farms Recovery Acquisition, LLC

By:  _____
Jonathan Shumaker
Its: Authorized Signatory

By:  _____
~~Michael Barr~~
~~Its: Authorized Signatory~~

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


MARSHA ROJAS
Notary Public, State of New York
No. 01RO6064861
Qualified in Suffolk County
Commission Expires October 1, 2017

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2008 before me, _____ a Notary public, personally appeared

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

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

WITNESS my hand and official seal.

(SIGNATURE OF NOTARY)

OPTIONAL

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2008 before me, _____ a Notary public, personally appeared

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

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

WITNESS my hand and official seal.

(SIGNATURE OF NOTARY)

OPTIONAL

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

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

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY
TRACT NO. 33824

EXHIBIT "B"
LIST OF PUBLIC IMPROVEMENTS
TRACT NO. 33824

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

TRACT NO. 33824

As evidence of understanding the provisions contained in this Agreement, and of the Developer's intent to comply with same, the Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

PERFORMANCE BOND PRINCIPAL AMOUNT: \$ 984,000

Surety: Lexon / Ironshore

Attorney-in-fact: _____

Address: Ironshore Specialty Insurance Co.

P.O. Box 3407

New York, NY, 1008

LABOR & MATERIAL BOND PRINCIPAL AMOUNT: \$ 984,000

Surety: Lexon / Ironshore

Attorney-in-fact: _____

Address: Ironshore Specialty Insurance Co.

P.O. Box 3407

New York, NY, 1008

CASH MONUMENT SECURITY: \$ 14,500

Amount deposited per Cash Receipt No. _____ Date: _____

**RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:**

(Document exempt from recording fees
pursuant to Cal. Gov. Code § 27383)

CITY OF HEMET
Attn: City Manager
445 East Florida Avenue
Hemet, California 92543

THIS SPACE FOR RECORDER'S USE ONLY

**SUBDIVISION IMPROVEMENT AGREEMENT
FINAL TRACT MAP 33824-1**

By and Between

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

and

**McSweeny Recovery Acquisition, LLC,
a Delaware limited liability company**

Dated: _____

SUBDIVISION IMPROVEMENT AGREEMENT

FINAL TRACT MAP 33824-1

This Subdivision Improvement Agreement (“Agreement”) is entered into as of this 31 day of August 2016 by and between the City of Hemet, a municipal corporation (“City”) and McSweeny Recovery Acquisition, LLC, a Delaware limited liability company. City and Developer are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. Developer has submitted to City an application for approval of a final tract map for real property located within City, a legal description of which is attached hereto as Exhibit “A”. The tract map is identified in City records as Tract Map No. 33824-1. On _____, 20___, the City conditionally approved Tract No. 33824-1.

B. Developer has not completed all of the work or made all of the Public Improvements required by the Subdivision Map Act (Government Code sections 66410 et seq.), (“Map Act”) the City Ordinances, the conditions of approval for Tract No. 33824-1, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

C. Pursuant to City Ordinances and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the Public Improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for Tract No. 33824-1.

D. City has authority to enter into this Subdivision Improvement Agreement pursuant to Government Code Sections 66499 – 66499.10.

E. Pursuant to Government Code Section 66499, Developer’s execution of this Agreement and the provision of the security are made in consideration of City’s approval of the final map for Tract No. 33824-1.

DEFINED TERMS

“*Developer*” shall mean McSweeny Recovery Acquisition, LLC. The term “Developer” shall also include all assignees, to the extent permitted under this Agreement, of the rights and obligations of Developer under this Agreement, and any successor-in-interest to Developer having a legal and/or equitable interest in the Property.

“*Estimated Costs*” shall mean the City Engineer’s approximation of the actual cost to construct the Public Improvements, including the replacement cost for all landscaping.

“Litigation 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 prosecution of an action or proceeding, including, but not limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorneys’ fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs and any other cost or expense, the award of which a court of competent jurisdiction may determine to be just and reasonable.

“Map Act” shall mean the Subdivision Map Act, Government Code Sections 66410 et seq.

“Property” shall mean the all of the real property contained within the boundaries of Tract Map No. 33824-1 located in the City of Hemet, California, as is more particularly described in the legal description and tract diagram attached hereto and incorporated hereby by reference at Attachment “A”.

“Public Improvements” shall include, but not be limited to, all grading, roads, streets, paving, curbs and gutters, sidewalks, paseos, pathways, trails, sanitary sewers, utilities, storm drains, detention and retention basins and other drainage facilities, traffic controls, landscaping, street lights and all other facilities required to be constructed and dedicated to the City or other public entity as conditions of approval of Tentative Tract Map No. 33824-1 and as shown in detail on the plans, and specifications which have been approved by the City and incorporated into Tract Map No. 33824-1. The Parties agree that the Public Improvements to be completed by Developer are more specifically described in the diagram or plan attached hereto and incorporated herein by reference as Attachment “B”. Notwithstanding, Attachment “B”, Developer shall remain obligated to construct and complete all of the Public Improvements required as conditions of approval for Tentative Tract Map 33824-1.

“Required Insurance” shall mean the insurance required to be maintained by Developer under Section 17.

“Security” shall mean surety bonds in the amounts and under the terms of Section 12 or other security approved by City Engineer or City Attorney.

“Tract No 33824-1” shall mean the final map prepared and approved by the City for Tentative Tract Map No. 33824-1.

“Warranty” shall mean the one year period following completion of the Public Improvements by Developer and the acceptance of the Public Improvements by the City in which Developer warrants and guarantees all Public Improvements.

OPERATIVE PROVISIONS

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

1. **EFFECTIVENESS.** This Agreement shall not be effective unless and until all four (4) of the following conditions are satisfied in the order provided:

1.1 **Security.** Developer provides City with the Security of the type and in the amounts required by this Agreement;

1.2 **Final Map and Agreement Approval.** The City Council of the City (“City Council”) approves the final map for Tract No. 33824-1 and this Agreement;

1.3 **Record Agreement.** Developer and City execute the Agreement and City records this Agreement in the Recorder’s Office of the County of Riverside; and

1.4 **Record Final Map.** Developer records the final map for Tract No. 33824-1 in the Recorder’s Office of the County of Riverside.

If the above described conditions are not satisfied in the order, manner and within the time provided under this Agreement, this Agreement shall automatically terminate without need of further action by either City or Developer.

2. **PUBLIC IMPROVEMENTS.** Developer shall construct or have constructed at its own cost, expense, and liability the Public Improvements, as defined herein, within the time and in the manner required under this Agreement. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. The Developer shall be responsible for the replacement, relocation, or removal of any component of any irrigation water or sewer system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such water or sewer system. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 **Prior Partial Construction of Public Improvements.** Where construction of any Public Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 **Permits; Notices; Utility Statements.** Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and approvals and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer’s obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or approval issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility which will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 **Pre-approval of Plans and Specifications.** Developer is prohibited from commencing work on any Public Improvement until all plans and specifications for such Public Improvement have been submitted to and approved by the City Engineer, or his or her designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 **Quality of Work; Compliance With Laws and Codes.** The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 **Standard of Performance.** Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 **Alterations to Improvements.** All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.7 **Other Obligations Referenced in Conditions of Tentative Map Approval.** In addition to the foregoing, Developer shall satisfy all of the conditions of approval on the tentative map for the Property. The conditions of approval which have not been satisfied prior to the date of this Agreement are identified on Exhibit "D" hereto.

3. **MAINTENANCE OF PUBLIC IMPROVEMENTS AND LANDSCAPING.** City shall not be responsible or liable for the maintenance or care of the Public Improvements until City formally approves and accepts them in accordance with its policies and procedures. City shall exercise no control over the Public Improvements until approved and accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly

prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4. **CONSTRUCTION SCHEDULE.** Unless extended pursuant to this Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within one year (12 months) following approval of the final map for Tract No. 33824-1.

4.1 **Extensions.** City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. It is understood that by providing the Security required under Section 12.0 et seq. of this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 **Accrual of Limitations Period.** Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5. **GRADING.** Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of Tract No. 33824-1 shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Section 12.0 et seq. of this Agreement.

6. **UTILITIES.** Developer shall provide utility services, including water, sewer, power, gas, and telephone service to serve each parcel, lot, or unit of land within Tract No.

33824-1 in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

7. **FEES AND CHARGES.** Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to Tract No. 33824-1, or as required by other governmental agencies having jurisdiction over Tract No. 33824-1.

8. **CITY INSPECTION OF PUBLIC IMPROVEMENTS.** Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur. If the City inspector requests it, the Developer at any time before acceptance of the Public Improvements shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the Developer shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City shall not be considered as direct control of the individual workmen on the job site. City's inspector shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement. The inspection of the work by City shall not relieve Developer or the contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

9. **ADMINISTRATIVE COSTS.** If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10. **ACCEPTANCE OF IMPROVEMENTS; AS-BUILT OR RECORD DRAWINGS.** The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement.

10.1 **Developer's Notice of Completion.** Upon the total or partial acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted Public Improvements in accordance with California Civil Code section 3093, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor.

10.2 **City Acceptance of Public Improvements.** If Tract No. 33824-1 was approved and recorded as a single phase map, City shall not accept any one or more of the improvements until all of the Public Improvements are completed by Developer and approved by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements.

10.3 **Developer's Obligation to Provide As-Built or Record Drawings.** Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

11. **WARRANTY AND GUARANTEE.** Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City. During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

12. **SECURITY; SURETY BONDS.** Prior to City's approval and execution of this Agreement, Developer shall provide City with surety bonds in the amounts and under the terms set forth below. The amount of the Security shall be based on the City Engineer's Estimated Costs. If City determines at any time prior to Developer's completion of the Public Improvements under Section 4 [Construction Schedule], in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision (Section 12.0 et seq.) shall in no way limit or modify Developer's indemnification obligation provided in Section 16.0 of this Agreement.

12.1 **Performance Bond.** To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 18.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of One Million Two Hundred and Fifty-Three Thousand and Five Hundred Dollars (**\$1,253,500.00**), which sum shall be not less than one hundred percent (100%) of the Estimated Costs.

12.2 **Partial Release.** The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the Security provided under this section as the Public Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 33824-1, and the total remaining Security is not less than twenty-five percent (25%) of the Estimated Costs. All Security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 33824-1.

12.3 **Labor & Material Bond.** To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of One Million Two Hundred and Fifty-Three Thousand and Five Hundred Dollars (**\$1,253,500.00**), which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The Security provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements. The amount of such Security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

12.4 **Additional Requirements.** The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, be a bank or insurance company licensed to transact surety business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. The Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

12.5 **Form of Security.** The evidence of the Security shall be provided on the forms set forth in Attachment "C", unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Attachment "C" and incorporated herein by this reference.

12.6 **Developer's Liability.** While no action of Developer shall be required in order for City to realize on its security under any Security instrument, Developer agrees to cooperate with City to facilitate City's realization under any Security instrument, and to take no action to prevent City from such realization under any Security instrument. Notwithstanding the giving of any Security instrument or the subsequent expiration of any Security instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Developer shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute Security as City shall require satisfying the requirements in this Section 12.

13. **MONUMENT SECURITY.** Prior to City's execution of this Agreement, to guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for Tract No. 33824-1 in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"), Developer shall deposit cash with City in the amount of **{Nineteen Thousand Two-Hundred Fifty Dollars}** (\$19,250), which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said cash deposit may be released by written authorization of the City Engineer after all required Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for Tract No. 33824-1.

14. **LIEN.** To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to Sections 12.0 et seq. and 13.0 of this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to Sections 12.0 et seq. and 13.0 of this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this section.

15. **SIGNS AND ADVERTISING.** Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the summary removal by City, without notice to Developer, of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer and its surety. Developer and its surety shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

16. **INDEMNIFICATION.** Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the gross negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify City shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

17. INSURANCE.

17.1 **Types; Amounts.** Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

17.1.1 **General Liability.** Developer and its contractors shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than \$3,000,000 per occurrence for bodily injury, personal injury, and property damage.

17.1.2 **Business Automobile Liability.** Developer and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

17.1.3 **Workers' Compensation.** Developer and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees.

17.1.4 **Professional Liability.** For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

17.2 **Deductibles.** Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

17.3 **Additional Insured; Separation of Insureds.** The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insured provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

17.4 **Primary Insurance; Waiver of Subrogation.** The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required

Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

17.5 **Certificates; Verification.** Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

17.6 **Term; Cancellation Notice.** Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days' prior written notice to City.

17.7 **Insurer Rating.** Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A:VIII.

18. **DEFAULT; NOTICE; REMEDIES.**

18.1 **Notice.** If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation. Developer shall commence the work required to remedy the default or violation within ten (10) days of the written demand from the City. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the demand verbally, and Developer shall commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the demand to remedy the default, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs expenses as provided for in Section 9.0 of this Agreement.

18.2 **Failure to Remedy; City Action.** If the work required to remedy the noticed default or violation is not diligently prosecuted to a substantial completion acceptable to City within a reasonable time designated by the City, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require

all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

18.3 **Other Remedies.** No action by City pursuant to Section 18.0 et seq. of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

19. GENERAL PROVISIONS.

19.1 **Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

19.2 **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 this Agreement.

19.3 **Construction; References; Captions.** It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

19.4 **Notices.** All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:

City of Hemet
Attn: Alexander P. Meyerhoff, City Manager
445 E. Florida Avenue
Hemet, CA 92543

DEVELOPER:

McSweeny Farms Recovery Acquisition, LLC
c/o Raintree Investment Corporation
Attn: Matthew Villalobos
5796 Armada Drive, Suite 375
Carlsbad, CA 92008

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent provided the original is contemporaneously deposited with United States Postal Service and delivered by regular mail; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

19.5 **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

19.6 **Waiver.** City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Public Improvements or this Agreement.

19.7 **Assignment or Transfer of Agreement.** Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement.

19.8 **Binding Effect.** Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

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

19.10 **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

19.11 **Consent to Jurisdiction and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

19.12 **Attorneys' Fees and Costs.** If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all Litigation Expenses. Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Litigation Expenses.

19.13 **Relationship Between The Parties.** The Parties hereby mutually agree that neither this Agreement, any map related to Tract No. 33824-1, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

19.14 **Counterparts.** This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

19.15 **Effective Date of Agreement.** This Agreement shall not become effective until the date it has been formally approved by the City and executed by the appropriate authorities of City and Developer.

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

CITY OF HEMET

By: _____
Alexander P. Meyerhoff
City Manager

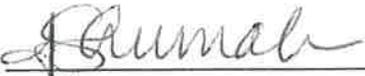
ATTEST:

Sarah McComas
City Clerk

APPROVED AS TO FORM

By: _____
Eric S. Vail
City Attorney

McSweeny Farms Recovery Acquisition, LLC

By:  _____
Jonathan Shumaker
Its: Authorized Signatory

By:  _____
~~Michael Barr~~
Its: Authorized Signatory

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


MARSHA ROJAS
Notary Public, State of New York
No. 01RO6064861
Qualified in Suffolk County
Commission Expires October 1, 2017

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2008 before me, _____ a Notary public, personally appeared _____

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

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

WITNESS my hand and official seal.

(SIGNATURE OF NOTARY)

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)
- PARTNER(S) LIMITED
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER _____

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2008 before me, _____ a Notary public, personally appeared

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

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

WITNESS my hand and official seal.

(SIGNATURE OF NOTARY)

OPTIONAL

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

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

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY
TRACT NO. 33824-1

EXHIBIT "B"
LIST OF PUBLIC IMPROVEMENTS
TRACT NO. 33824-1

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

TRACT NO. 33824-1

As evidence of understanding the provisions contained in this Agreement, and of the Developer's intent to comply with same, the Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

PERFORMANCE BOND PRINCIPAL AMOUNT: \$ 1,253,500

Surety: Lexon / Ironshore

Attorney-in-fact: _____

Address: Ironshore Specialty Insurance Co.

P.O. Box 3407

New York, NY, 1008

LABOR & MATERIAL BOND PRINCIPAL AMOUNT: \$ 1,253,500

Surety: Lexon / Ironshore

Attorney-in-fact: _____

Address: Ironshore Specialty Insurance Co.

P.O. Box 3407

New York, NY, 1008

CASH MONUMENT SECURITY: \$ 19,250

Amount deposited per Cash Receipt No. _____ Date: _____

**RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:**
(Document exempt from recording fees
pursuant to Cal. Gov. Code § 27383)

CITY OF HEMET
Attn: City Manager
445 East Florida Avenue
Hemet, California 92543

THIS SPACE FOR RECORDER'S USE ONLY

**SUBDIVISION IMPROVEMENT AGREEMENT
FINAL TRACT MAP 33824-2**

By and Between

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

and

**McSweeny Recovery Acquisition, LLC,
a Delaware limited liability company**

Dated: _____

SUBDIVISION IMPROVEMENT AGREEMENT

FINAL TRACT MAP 33824-2

This Subdivision Improvement Agreement (“Agreement”) is entered into as of this 31 day of August 2016 by and between the City of Hemet, a municipal corporation (“City”) and McSweeny Recovery Acquisition, LLC, a Delaware limited liability company. City and Developer are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. Developer has submitted to City an application for approval of a final tract map for real property located within City, a legal description of which is attached hereto as Exhibit “A”. The tract map is identified in City records as Tract Map No. 33824-2. On _____, 20___, the City conditionally approved Tract No. 33824-2.

B. Developer has not completed all of the work or made all of the Public Improvements required by the Subdivision Map Act (Government Code sections 66410 et seq.), (“Map Act”) the City Ordinances, the conditions of approval for Tract No. 33824-2, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

C. Pursuant to City Ordinances and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the Public Improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for Tract No. 33824-2.

D. City has authority to enter into this Subdivision Improvement Agreement pursuant to Government Code Sections 66499 – 66499.10.

E. Pursuant to Government Code Section 66499, Developer’s execution of this Agreement and the provision of the security are made in consideration of City’s approval of the final map for Tract No. 33824-2.

DEFINED TERMS

“*Developer*” shall mean McSweeny Recovery Acquisition, LLC. The term “Developer” shall also include all assignees, to the extent permitted under this Agreement, of the rights and obligations of Developer under this Agreement, and any successor-in-interest to Developer having a legal and/or equitable interest in the Property.

“*Estimated Costs*” shall mean the City Engineer’s approximation of the actual cost to construct the Public Improvements, including the replacement cost for all landscaping.

“Litigation 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 prosecution of an action or proceeding, including, but not limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorneys’ fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs and any other cost or expense, the award of which a court of competent jurisdiction may determine to be just and reasonable.

“Map Act” shall mean the Subdivision Map Act, Government Code Sections 66410 et seq.

“Property” shall mean the all of the real property contained within the boundaries of Tract Map No. 33824-2 located in the City of Hemet, California, as is more particularly described in the legal description and tract diagram attached hereto and incorporated hereby by reference at Attachment “A”.

“Public Improvements” shall include, but not be limited to, all grading, roads, streets, paving, curbs and gutters, sidewalks, paseos, pathways, trails, sanitary sewers, utilities, storm drains, detention and retention basins and other drainage facilities, traffic controls, landscaping, street lights and all other facilities required to be constructed and dedicated to the City or other public entity as conditions of approval of Tentative Tract Map No. 33824-2 and as shown in detail on the plans, and specifications which have been approved by the City and incorporated into Tract Map No. 33824-2. The Parties agree that the Public Improvements to be completed by Developer are more specifically described in the diagram or plan attached hereto and incorporated herein by reference as Attachment “B”. Notwithstanding, Attachment “B”, Developer shall remain obligated to construct and complete all of the Public Improvements required as conditions of approval for Tentative Tract Map 33824-2.

“Required Insurance” shall mean the insurance required to be maintained by Developer under Section 17.

“Security” shall mean surety bonds in the amounts and under the terms of Section 12 or other security approved by City Engineer or City Attorney.

“Tract No 33824-2” shall mean the final map prepared and approved by the City for Tentative Tract Map No. 33824-2.

“Warranty” shall mean the one year period following completion of the Public Improvements by Developer and the acceptance of the Public Improvements by the City in which Developer warrants and guarantees all Public Improvements.

OPERATIVE PROVISIONS

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

1. **EFFECTIVENESS.** This Agreement shall not be effective unless and until all four (4) of the following conditions are satisfied in the order provided:

1.1 **Security.** Developer provides City with the Security of the type and in the amounts required by this Agreement;

1.2 **Final Map and Agreement Approval.** The City Council of the City ("City Council") approves the final map for Tract No. 33824-2 and this Agreement;

1.3 **Record Agreement.** Developer and City execute the Agreement and City records this Agreement in the Recorder's Office of the County of Riverside; and

1.4 **Record Final Map.** Developer records the final map for Tract No. 33824-2 in the Recorder's Office of the County of Riverside.

If the above described conditions are not satisfied in the order, manner and within the time provided under this Agreement, this Agreement shall automatically terminate without need of further action by either City or Developer.

2. **PUBLIC IMPROVEMENTS.** Developer shall construct or have constructed at its own cost, expense, and liability the Public Improvements, as defined herein, within the time and in the manner required under this Agreement. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. The Developer shall be responsible for the replacement, relocation, or removal of any component of any irrigation water or sewer system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such water or sewer system. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 **Prior Partial Construction of Public Improvements.** Where construction of any Public Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 **Permits; Notices; Utility Statements.** Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and approvals and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or approval issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility which will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 **Pre-approval of Plans and Specifications.** Developer is prohibited from commencing work on any Public Improvement until all plans and specifications for such Public Improvement have been submitted to and approved by the City Engineer, or his or her designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 **Quality of Work; Compliance With Laws and Codes.** The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 **Standard of Performance.** Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 **Alterations to Improvements.** All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.7 **Other Obligations Referenced in Conditions of Tentative Map Approval.** In addition to the foregoing, Developer shall satisfy all of the conditions of approval on the tentative map for the Property. The conditions of approval which have not been satisfied prior to the date of this Agreement are identified on Exhibit "D" hereto.

3. **MAINTENANCE OF PUBLIC IMPROVEMENTS AND LANDSCAPING.** City shall not be responsible or liable for the maintenance or care of the Public Improvements until City formally approves and accepts them in accordance with its policies and procedures. City shall exercise no control over the Public Improvements until approved and accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly

prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4. **CONSTRUCTION SCHEDULE.** Unless extended pursuant to this Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within one year (12 months) following approval of the final map for Tract No. 33824-2.

4.1 **Extensions.** City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. It is understood that by providing the Security required under Section 12.0 et seq. of this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 **Accrual of Limitations Period.** Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5. **GRADING.** Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of Tract No. 33824-2 shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Section 12.0 et seq. of this Agreement.

6. **UTILITIES.** Developer shall provide utility services, including water, sewer, power, gas, and telephone service to serve each parcel, lot, or unit of land within Tract No.

33824-2 in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

7. **FEES AND CHARGES.** Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to Tract No. 33824-2, or as required by other governmental agencies having jurisdiction over Tract No. 33824-2.

8. **CITY INSPECTION OF PUBLIC IMPROVEMENTS.** Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur. If the City inspector requests it, the Developer at any time before acceptance of the Public Improvements shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the Developer shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City shall not be considered as direct control of the individual workmen on the job site. City's inspector shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement. The inspection of the work by City shall not relieve Developer or the contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

9. **ADMINISTRATIVE COSTS.** If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10. **ACCEPTANCE OF IMPROVEMENTS; AS-BUILT OR RECORD DRAWINGS.** The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement.

10.1 **Developer's Notice of Completion.** Upon the total or partial acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted Public Improvements in accordance with California Civil Code section 3093, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor.

10.2 **City Acceptance of Public Improvements.** If Tract No. 33824-2 was approved and recorded as a single phase map, City shall not accept any one or more of the improvements until all of the Public Improvements are completed by Developer and approved by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements.

10.3 **Developer's Obligation to Provide As-Built or Record Drawings.** Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

11. **WARRANTY AND GUARANTEE.** Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City. During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

12. **SECURITY; SURETY BONDS.** Prior to City's approval and execution of this Agreement, Developer shall provide City with surety bonds in the amounts and under the terms set forth below. The amount of the Security shall be based on the City Engineer's Estimated Costs. If City determines at any time prior to Developer's completion of the Public Improvements under Section 4 [Construction Schedule], in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision (Section 12.0 et seq.) shall in no way limit or modify Developer's indemnification obligation provided in Section 16.0 of this Agreement.

12.1 **Performance Bond.** To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 18.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of One Million Eight Hundred and Forty-Seven Thousand and Five Hundred Dollars (**\$1,847,500.00**), which sum shall be not less than one hundred percent (100%) of the Estimated Costs.

12.2 **Partial Release.** The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the Security provided under this section as the Public Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 33824-2, and the total remaining Security is not less than twenty-five percent (25%) of the Estimated Costs. All Security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 33824-2.

12.3 **Labor & Material Bond.** To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of One Million Eight Hundred and Forty-Seven Thousand and Five Hundred Dollars (**\$1,847,500.00**), which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The Security provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements. The amount of such Security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

12.4 **Additional Requirements.** The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, be a bank or insurance company licensed to transact surety business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. The Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

12.5 **Form of Security.** The evidence of the Security shall be provided on the forms set forth in Attachment "C", unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Attachment "C" and incorporated herein by this reference.

12.6 **Developer's Liability.** While no action of Developer shall be required in order for City to realize on its security under any Security instrument, Developer agrees to cooperate with City to facilitate City's realization under any Security instrument, and to take no action to prevent City from such realization under any Security instrument. Notwithstanding the giving of any Security instrument or the subsequent expiration of any Security instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Developer shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute Security as City shall require satisfying the requirements in this Section 12.

13. **MONUMENT SECURITY.** Prior to City's execution of this Agreement, to guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for Tract No. 33824-2 in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"), Developer shall deposit cash with City in the amount of **{Twenty Five Thousand Five-Hundred Dollars} (\$25,500)**, which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said cash deposit may be released by written authorization of the City Engineer after all required Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for Tract No. 33824-2.

14. **LIEN.** To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to Sections 12.0 et seq. and 13.0 of this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to Sections 12.0 et seq. and 13.0 of this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this section.

15. **SIGNS AND ADVERTISING.** Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the summary removal by City, without notice to Developer, of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer and its surety. Developer and its surety shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

16. **INDEMNIFICATION.** Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the gross negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify City shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

17. INSURANCE.

17.1 **Types; Amounts.** Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

17.1.1 **General Liability.** Developer and its contractors shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than \$3,000,000 per occurrence for bodily injury, personal injury, and property damage.

17.1.2 **Business Automobile Liability.** Developer and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

17.1.3 **Workers' Compensation.** Developer and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees.

17.1.4 **Professional Liability.** For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

17.2 **Deductibles.** Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

17.3 **Additional Insured; Separation of Insureds.** The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insured provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

17.4 **Primary Insurance; Waiver of Subrogation.** The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required

Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

17.5 **Certificates; Verification.** Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

17.6 **Term; Cancellation Notice.** Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days' prior written notice to City.

17.7 **Insurer Rating.** Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A:VIII.

18. **DEFAULT; NOTICE; REMEDIES.**

18.1 **Notice.** If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation. Developer shall commence the work required to remedy the default or violation within ten (10) days of the written demand from the City. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the demand verbally, and Developer shall commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the demand to remedy the default, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs expenses as provided for in Section 9.0 of this Agreement.

18.2 **Failure to Remedy; City Action.** If the work required to remedy the noticed default or violation is not diligently prosecuted to a substantial completion acceptable to City within a reasonable time designated by the City, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require

all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

18.3 **Other Remedies.** No action by City pursuant to Section 18.0 et seq. of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

19. GENERAL PROVISIONS.

19.1 **Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

19.2 **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 this Agreement.

19.3 **Construction; References; Captions.** It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

19.4 **Notices.** All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:

City of Hemet
Attn: Alexander P. Meyerhoff, City Manager
445 E. Florida Avenue
Hemet, CA 92543

DEVELOPER:

McSweeny Farms Recovery Acquisition, LLC
c/o Raintree Investment Corporation
Attn: Matthew Villalobos
5796 Armada Drive, Suite 375
Carlsbad, CA 92008

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent provided the original is contemporaneously deposited with United States Postal Service and delivered by regular mail; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

19.5 **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

19.6 **Waiver.** City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Public Improvements or this Agreement.

19.7 **Assignment or Transfer of Agreement.** Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement.

19.8 **Binding Effect.** Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

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

19.10 **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

19.11 **Consent to Jurisdiction and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

19.12 **Attorneys' Fees and Costs.** If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all Litigation Expenses. Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Litigation Expenses.

19.13 **Relationship Between The Parties.** The Parties hereby mutually agree that neither this Agreement, any map related to Tract No. 33824-2, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

19.14 **Counterparts.** This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

19.15 **Effective Date of Agreement.** This Agreement shall not become effective until the date it has been formally approved by the City and executed by the appropriate authorities of City and Developer.

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

CITY OF HEMET

By: _____
Alexander P. Meyerhoff
City Manager

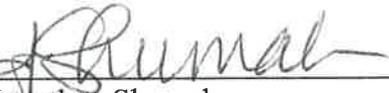
ATTEST:

Sarah McComas
City Clerk

APPROVED AS TO FORM

By: _____
Eric S. Vail
City Attorney

McSweeny Farms Recovery Acquisition, LLC

By:  _____
Jonathan Shumaker
Its: Authorized Signatory

By:  _____
~~Michael Barr~~
Its: Authorized Signatory

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


MARSHA ROJAS
Notary Public, State of New York
No. 01RO6064861
Qualified in Suffolk County
Commission Expires October 1, 2017

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2008 before me, _____ a Notary public, personally appeared

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

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

WITNESS my hand and official seal.

(SIGNATURE OF NOTARY)

OPTIONAL

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2008 before me, _____ a Notary public, personally appeared _____

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

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

WITNESS my hand and official seal.

(SIGNATURE OF NOTARY)

OPTIONAL

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

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

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY
TRACT NO. 33824-2

EXHIBIT "B"
LIST OF PUBLIC IMPROVEMENTS
TRACT NO. 33824-2

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

TRACT NO. 33824-2

As evidence of understanding the provisions contained in this Agreement, and of the Developer's intent to comply with same, the Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

PERFORMANCE BOND PRINCIPAL AMOUNT: \$ 1,847,500

Surety: Lexon / Ironshore

Attorney-in-fact: _____

Address: Ironshore Specialty Insurance Co.

P.O. Box 3407

New York, NY, 1008

LABOR & MATERIAL BOND PRINCIPAL AMOUNT: \$ 1,847,500

Surety: Lexon / Ironshore

Attorney-in-fact: _____

Address: Ironshore Specialty Insurance Co.

P.O. Box 3407

New York, NY, 1008

CASH MONUMENT SECURITY: \$ 25,500

Amount deposited per Cash Receipt No. _____ Date: _____

**RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:**
(Document exempt from recording fees
pursuant to Cal. Gov. Code § 27383)

CITY OF HEMET
Attn: City Manager
445 East Florida Avenue
Hemet, California 92543

THIS SPACE FOR RECORDER'S USE ONLY

**SUBDIVISION IMPROVEMENT AGREEMENT
FINAL TRACT MAP 33825**

By and Between

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

and

**McSweeny Recovery Acquisition, LLC,
a Delaware limited liability company**

Dated: 7 / 1

SUBDIVISION IMPROVEMENT AGREEMENT

FINAL TRACT MAP 33825

This Subdivision Improvement Agreement (“Agreement”) is entered into as of this 31 day of August 2016 by and between the City of Hemet, a municipal corporation (“City”) and McSweeney Recovery Acquisition, LLC, a Delaware limited liability company. City and Developer are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. Developer has submitted to City an application for approval of a final tract map for real property located within City, a legal description of which is attached hereto as Exhibit “A”. The tract map is identified in City records as Tract Map No. 33825. On _____, 20___, the City conditionally approved Tract No. 33825.

B. Developer has not completed all of the work or made all of the Public Improvements required by the Subdivision Map Act (Government Code sections 66410 *et seq.*), (“Map Act”) the City Ordinances, the conditions of approval for Tract No. 33825, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

C. Pursuant to City Ordinances and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the Public Improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for Tract No. 33825.

D. City has authority to enter into this Subdivision Improvement Agreement pursuant to Government Code Sections 66499 – 66499.10.

E. Pursuant to Government Code Section 66499, Developer’s execution of this Agreement and the provision of the security are made in consideration of City’s approval of the final map for Tract No. 33825.

DEFINED TERMS

“*Developer*” shall mean McSweeney Recovery Acquisition, LLC. The term “Developer” shall also include all assignees, to the extent permitted under this Agreement, of the rights and obligations of Developer under this Agreement, and any successor-in-interest to Developer having a legal and/or equitable interest in the Property.

“*Estimated Costs*” shall mean the City Engineer’s approximation of the actual cost to construct the Public Improvements, including the replacement cost for all landscaping.

“Litigation 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 prosecution of an action or proceeding, including, but not limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorneys’ fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs and any other cost or expense, the award of which a court of competent jurisdiction may determine to be just and reasonable.

“Map Act” shall mean the Subdivision Map Act, Government Code Sections 66410 et seq.

“Property” shall mean the all of the real property contained within the boundaries of Tract Map No. 33825 located in the City of Hemet, California, as is more particularly described in the legal description and tract diagram attached hereto and incorporated hereby by reference at Attachment “A”.

“Public Improvements” shall include, but not be limited to, all grading, roads, streets, paving, curbs and gutters, sidewalks, paseos, pathways, trails, sanitary sewers, utilities, storm drains, detention and retention basins and other drainage facilities, traffic controls, landscaping, street lights and all other facilities required to be constructed and dedicated to the City or other public entity as conditions of approval of Tentative Tract Map No. 33825 and as shown in detail on the plans, and specifications which have been approved by the City and incorporated into Tract Map No. 33825. The Parties agree that the Public Improvements to be completed by Developer are more specifically described in the diagram or plan attached hereto and incorporated herein by reference as Attachment “B. Notwithstanding, Attachment “B”, Developer shall remain obligated to construct and complete all of the Public Improvements required as conditions of approval for Tentative Tract Map 33825.

“Required Insurance” shall mean the insurance required to be maintained by Developer under Section 17.

“Security” shall mean surety bonds in the amounts and under the terms of Section 12 or other security approved by City Engineer or City Attorney.

“Tract No 33825” shall mean the final map prepared and approved by the City for Tentative Tract Map No. 33825.

“Warranty” shall mean the one year period following completion of the Public Improvements by Developer and the acceptance of the Public Improvements by the City in which Developer warrants and guarantees all Public Improvements.

OPERATIVE PROVISIONS

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

1. **EFFECTIVENESS.** This Agreement shall not be effective unless and until all four (4) of the following conditions are satisfied in the order provided:

1.1 **Security.** Developer provides City with the Security of the type and in the amounts required by this Agreement;

1.2 **Final Map and Agreement Approval.** The City Council of the City (“City Council”) approves the final map for Tract No. 33825 and this Agreement;

1.3 **Record Agreement.** Developer and City execute the Agreement and City records this Agreement in the Recorder’s Office of the County of Riverside; and

1.4 **Record Final Map.** Developer records the final map for Tract No. 33825 in the Recorder’s Office of the County of Riverside.

If the above described conditions are not satisfied in the order, manner and within the time provided under this Agreement, this Agreement shall automatically terminate without need of further action by either City or Developer.

2. **PUBLIC IMPROVEMENTS.** Developer shall construct or have constructed at its own cost, expense, and liability the Public Improvements, as defined herein, within the time and in the manner required under this Agreement. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. The Developer shall be responsible for the replacement, relocation, or removal of any component of any irrigation water or sewer system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such water or sewer system. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 **Prior Partial Construction of Public Improvements.** Where construction of any Public Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 **Permits; Notices; Utility Statements.** Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and approvals and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer’s obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or approval issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility which will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 **Pre-approval of Plans and Specifications.** Developer is prohibited from commencing work on any Public Improvement until all plans and specifications for such Public Improvement have been submitted to and approved by the City Engineer, or his or her designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 **Quality of Work; Compliance With Laws and Codes.** The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 **Standard of Performance.** Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 **Alterations to Improvements.** All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.7 **Other Obligations Referenced in Conditions of Tentative Map Approval.** In addition to the foregoing, Developer shall satisfy all of the conditions of approval on the tentative map for the Property. The conditions of approval which have not been satisfied prior to the date of this Agreement are identified on Exhibit "D" hereto.

3. **MAINTENANCE OF PUBLIC IMPROVEMENTS AND LANDSCAPING.** City shall not be responsible or liable for the maintenance or care of the Public Improvements until City formally approves and accepts them in accordance with its policies and procedures. City shall exercise no control over the Public Improvements until approved and accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly

prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4. **CONSTRUCTION SCHEDULE.** Unless extended pursuant to this Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within one year (12 months) following approval of the final map for Tract No. 33825.

4.1 **Extensions.** City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. It is understood that by providing the Security required under Section 12.0 et seq. of this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 **Accrual of Limitations Period.** Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5. **GRADING.** Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of Tract No. 33825 shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Section 12.0 et seq. of this Agreement.

6. **UTILITIES.** Developer shall provide utility services, including water, sewer, power, gas, and telephone service to serve each parcel, lot, or unit of land within Tract No.

33825 in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

7. **FEES AND CHARGES.** Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to Tract No. 33825, or as required by other governmental agencies having jurisdiction over Tract No. 33825.

8. **CITY INSPECTION OF PUBLIC IMPROVEMENTS.** Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur. If the City inspector requests it, the Developer at any time before acceptance of the Public Improvements shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the Developer shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City shall not be considered as direct control of the individual workmen on the job site. City's inspector shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement. The inspection of the work by City shall not relieve Developer or the contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

9. **ADMINISTRATIVE COSTS.** If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10. **ACCEPTANCE OF IMPROVEMENTS; AS-BUILT OR RECORD DRAWINGS.** The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement.

10.1 **Developer's Notice of Completion.** Upon the total or partial acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted Public Improvements in accordance with California Civil Code section 3093, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor.

10.2 **City Acceptance of Public Improvements.** If Tract No. 33825 was approved and recorded as a single phase map, City shall not accept any one or more of the improvements until all of the Public Improvements are completed by Developer and approved by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements.

10.3 **Developer's Obligation to Provide As-Built or Record Drawings.** Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

11. **WARRANTY AND GUARANTEE.** Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City. During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

12. **SECURITY; SURETY BONDS.** Prior to City's approval and execution of this Agreement, Developer shall provide City with surety bonds in the amounts and under the terms set forth below. The amount of the Security shall be based on the City Engineer's Estimated Costs. If City determines at any time prior to Developer's completion of the Public Improvements under Section 4 [Construction Schedule], in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision (Section 12.0 et seq.) shall in no way limit or modify Developer's indemnification obligation provided in Section 16.0 of this Agreement.

12.1 **Performance Bond.** To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 18.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of Two Million and Sixty Thousand and Five Hundred Dollars (**\$2,060,500.00**), which sum shall be not less than one hundred percent (100%) of the Estimated Costs.

12.2 **Partial Release.** The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the Security provided under this section as the Public Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 33825, and the total remaining Security is not less than twenty-five percent (25%) of the Estimated Costs. All Security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 33825.

12.3 **Labor & Material Bond.** To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of Two Million and Sixty Thousand and Five Hundred Dollars (**\$2,060,500.00**), which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The Security provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements. The amount of such Security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

12.4 **Additional Requirements.** The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, be a bank or insurance company licensed to transact surety business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. The Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

12.5 **Form of Security.** The evidence of the Security shall be provided on the forms set forth in Attachment "C", unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Attachment "C" and incorporated herein by this reference.

12.6 **Developer's Liability.** While no action of Developer shall be required in order for City to realize on its security under any Security instrument, Developer agrees to cooperate with City to facilitate City's realization under any Security instrument, and to take no action to prevent City from such realization under any Security instrument. Notwithstanding the giving of any Security instrument or the subsequent expiration of any Security instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Developer shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute Security as City shall require satisfying the requirements in this Section 12.

13. **MONUMENT SECURITY.** Prior to City's execution of this Agreement, to guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for Tract No. 33825 in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"), Developer shall deposit cash with City in the amount of **{Thirty Seven Thousand Dollars} (\$37,000)**, which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said cash deposit may be released by written authorization of the City Engineer after all required Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for Tract No. 33825.

14. **LIEN.** To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to Sections 12.0 et seq. and 13.0 of this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to Sections 12.0 et seq. and 13.0 of this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this section.

15. **SIGNS AND ADVERTISING.** Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the summary removal by City, without notice to Developer, of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer and its surety. Developer and its surety shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

16. **INDEMNIFICATION.** Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the gross negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify City shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

17. INSURANCE.

17.1 **Types; Amounts.** Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

17.1.1 **General Liability.** Developer and its contractors shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than \$3,000,000 per occurrence for bodily injury, personal injury, and property damage.

17.1.2 **Business Automobile Liability.** Developer and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

17.1.3 **Workers' Compensation.** Developer and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees.

17.1.4 **Professional Liability.** For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

17.2 **Deductibles.** Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

17.3 **Additional Insured; Separation of Insureds.** The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insured provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

17.4 **Primary Insurance; Waiver of Subrogation.** The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required

Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

17.5 **Certificates; Verification.** Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

17.6 **Term; Cancellation Notice.** Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days' prior written notice to City.

17.7 **Insurer Rating.** Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A:VIII.

18. **DEFAULT; NOTICE; REMEDIES.**

18.1 **Notice.** If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation. Developer shall commence the work required to remedy the default or violation within ten (10) days of the written demand from the City. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the demand verbally, and Developer shall commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the demand to remedy the default, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs expenses as provided for in Section 9.0 of this Agreement.

18.2 **Failure to Remedy; City Action.** If the work required to remedy the noticed default or violation is not diligently prosecuted to a substantial completion acceptable to City within a reasonable time designated by the City, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require

all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

18.3 **Other Remedies.** No action by City pursuant to Section 18.0 et seq. of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

19. GENERAL PROVISIONS.

19.1 **Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

19.2 **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 this Agreement.

19.3 **Construction; References; Captions.** It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

19.4 **Notices.** All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:

City of Hemet
Attn: Alexander P. Meyerhoff, City Manager
445 E. Florida Avenue
Hemet, CA 92543

DEVELOPER:

McSweeney Farms Recovery Acquisition, LLC
c/o Raintree Investment Corporation
Attn: Matthew Villalobos
5796 Armada Drive, Suite 375
Carlsbad, CA 92008

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent provided the original is contemporaneously deposited with United States Postal Service and delivered by regular mail; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

19.5 **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

19.6 **Waiver.** City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Public Improvements or this Agreement.

19.7 **Assignment or Transfer of Agreement.** Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement.

19.8 **Binding Effect.** Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

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

19.10 **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

19.11 **Consent to Jurisdiction and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

19.12 **Attorneys' Fees and Costs.** If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all Litigation Expenses. Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Litigation Expenses.

19.13 **Relationship Between The Parties.** The Parties hereby mutually agree that neither this Agreement, any map related to Tract No. 33825, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

19.14 **Counterparts.** This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

19.15 **Effective Date of Agreement.** This Agreement shall not become effective until the date it has been formally approved by the City and executed by the appropriate authorities of City and Developer.

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

CITY OF HEMET

By: _____
Alexander P. Meyerhoff
City Manager

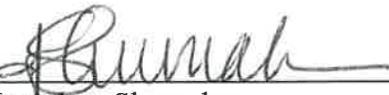
ATTEST:

Sarah McComas
City Clerk

APPROVED AS TO FORM

By: _____
Eric S. Vail
City Attorney

McSweeny Farms Recovery Acquisition, LLC

By:  _____
Jonathan Shumaker
Its: Authorized Signatory

By: ~~_____~~
~~Michael Barr~~
~~Its: Authorized Signatory~~

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


MARSHA ROJAS
Notary Public, State of New York
No. 01RO6064861
Qualified in Suffolk County
Commission Expires October 1, 2017

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2008 before me, _____ a Notary public, personally appeared _____

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

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

WITNESS my hand and official seal.

(SIGNATURE OF NOTARY)

OPTIONAL

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2008 before me, _____ a Notary public, personally appeared

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

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

WITNESS my hand and official seal.

(SIGNATURE OF NOTARY)

OPTIONAL

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

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

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY
TRACT NO. 33825

EXHIBIT "B"
LIST OF PUBLIC IMPROVEMENTS
TRACT NO. 33825

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

TRACT NO. 33825

As evidence of understanding the provisions contained in this Agreement, and of the Developer's intent to comply with same, the Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

PERFORMANCE BOND PRINCIPAL AMOUNT: \$ 2,060,500

Surety: Lexon / Ironshore

Attorney-in-fact: _____

Address: Ironshore Specialty Insurance Co.

P.O. Box 3407

New York, NY, 1008

LABOR & MATERIAL BOND PRINCIPAL AMOUNT: \$ 2,060,500

Surety: Lexon / Ironshore

Attorney-in-fact: _____

Address: Ironshore Specialty Insurance Co.

P.O. Box 3407

New York, NY, 1008

CASH MONUMENT SECURITY: \$ 37,000

Amount deposited per Cash Receipt No. _____ Date: _____

**RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:**

(Document exempt from recording fees
pursuant to Cal. Gov. Code § 27383)

CITY OF HEMET
Attn: City Manager
445 East Florida Avenue
Hemet, California 92543

THIS SPACE FOR RECORDER'S USE ONLY

**SUBDIVISION IMPROVEMENT AGREEMENT
FINAL TRACT MAP 33825-1**

By and Between

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

and

**McSweeny Recovery Acquisition, LLC,
a Delaware limited liability company**

Dated:

SUBDIVISION IMPROVEMENT AGREEMENT

FINAL TRACT MAP 33825-1

This Subdivision Improvement Agreement (“Agreement”) is entered into as of this 31 day of August 2016 by and between the City of Hemet, a municipal corporation (“City”) and McSweeny Recovery Acquisition, LLC, a Delaware limited liability company. City and Developer are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. Developer has submitted to City an application for approval of a final tract map for real property located within City, a legal description of which is attached hereto as Exhibit “A”. The tract map is identified in City records as Tract Map No. 33825-1. On _____, 20___, the City conditionally approved Tract No. 33825-1.

B. Developer has not completed all of the work or made all of the Public Improvements required by the Subdivision Map Act (Government Code sections 66410 *et seq.*), (“Map Act”) the City Ordinances, the conditions of approval for Tract No. 33825-1, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

C. Pursuant to City Ordinances and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the Public Improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for Tract No. 33825-1.

D. City has authority to enter into this Subdivision Improvement Agreement pursuant to Government Code Sections 66499 – 66499.10.

E. Pursuant to Government Code Section 66499, Developer’s execution of this Agreement and the provision of the security are made in consideration of City’s approval of the final map for Tract No. 33825-1.

DEFINED TERMS

“*Developer*” shall mean McSweeny Recovery Acquisition, LLC. The term “Developer” shall also include all assignees, to the extent permitted under this Agreement, of the rights and obligations of Developer under this Agreement, and any successor-in-interest to Developer having a legal and/or equitable interest in the Property.

“*Estimated Costs*” shall mean the City Engineer’s approximation of the actual cost to construct the Public Improvements, including the replacement cost for all landscaping.

“Litigation 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 prosecution of an action or proceeding, including, but not limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorneys’ fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs and any other cost or expense, the award of which a court of competent jurisdiction may determine to be just and reasonable.

“Map Act” shall mean the Subdivision Map Act, Government Code Sections 66410 et seq.

“Property” shall mean the all of the real property contained within the boundaries of Tract Map No. 33825-1 located in the City of Hemet, California, as is more particularly described in the legal description and tract diagram attached hereto and incorporated hereby by reference at Attachment “A”.

“Public Improvements” shall include, but not be limited to, all grading, roads, streets, paving, curbs and gutters, sidewalks, paseos, pathways, trails, sanitary sewers, utilities, storm drains, detention and retention basins and other drainage facilities, traffic controls, landscaping, street lights and all other facilities required to be constructed and dedicated to the City or other public entity as conditions of approval of Tentative Tract Map No. 33825-1 and as shown in detail on the plans, and specifications which have been approved by the City and incorporated into Tract Map No. 33825-1. The Parties agree that the Public Improvements to be completed by Developer are more specifically described in the diagram or plan attached hereto and incorporated herein by reference as Attachment “B”. Notwithstanding, Attachment “B”, Developer shall remain obligated to construct and complete all of the Public Improvements required as conditions of approval for Tentative Tract Map 33825-1.

“Required Insurance” shall mean the insurance required to be maintained by Developer under Section 17.

“Security” shall mean surety bonds in the amounts and under the terms of Section 12 or other security approved by City Engineer or City Attorney.

“Tract No 33825-1” shall mean the final map prepared and approved by the City for Tentative Tract Map No. 33825-1.

“Warranty” shall mean the one year period following completion of the Public Improvements by Developer and the acceptance of the Public Improvements by the City in which Developer warrants and guarantees all Public Improvements.

OPERATIVE PROVISIONS

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

1. **EFFECTIVENESS.** This Agreement shall not be effective unless and until all four (4) of the following conditions are satisfied in the order provided:

1.1 **Security.** Developer provides City with the Security of the type and in the amounts required by this Agreement;

1.2 **Final Map and Agreement Approval.** The City Council of the City (“City Council”) approves the final map for Tract No. 33825-1 and this Agreement;

1.3 **Record Agreement.** Developer and City execute the Agreement and City records this Agreement in the Recorder’s Office of the County of Riverside; and

1.4 **Record Final Map.** Developer records the final map for Tract No. 33825-1 in the Recorder’s Office of the County of Riverside.

If the above described conditions are not satisfied in the order, manner and within the time provided under this Agreement, this Agreement shall automatically terminate without need of further action by either City or Developer.

2. **PUBLIC IMPROVEMENTS.** Developer shall construct or have constructed at its own cost, expense, and liability the Public Improvements, as defined herein, within the time and in the manner required under this Agreement. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. The Developer shall be responsible for the replacement, relocation, or removal of any component of any irrigation water or sewer system in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such water or sewer system. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 **Prior Partial Construction of Public Improvements.** Where construction of any Public Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 **Permits; Notices; Utility Statements.** Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and approvals and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer’s obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or approval issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility which will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 **Pre-approval of Plans and Specifications.** Developer is prohibited from commencing work on any Public Improvement until all plans and specifications for such Public Improvement have been submitted to and approved by the City Engineer, or his or her designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 **Quality of Work; Compliance With Laws and Codes.** The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 **Standard of Performance.** Developer and its contractors, if any, shall perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 **Alterations to Improvements.** All work shall be done and improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

2.7 **Other Obligations Referenced in Conditions of Tentative Map Approval.** In addition to the foregoing, Developer shall satisfy all of the conditions of approval on the tentative map for the Property. The conditions of approval which have not been satisfied prior to the date of this Agreement are identified on Exhibit "D" hereto.

3. **MAINTENANCE OF PUBLIC IMPROVEMENTS AND LANDSCAPING.** City shall not be responsible or liable for the maintenance or care of the Public Improvements until City formally approves and accepts them in accordance with its policies and procedures. City shall exercise no control over the Public Improvements until approved and accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly

prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Public Improvements or their condition prior to acceptance.

4. **CONSTRUCTION SCHEDULE.** Unless extended pursuant to this Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within one year (12 months) following approval of the final map for Tract No. 33825-1.

4.1 **Extensions.** City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. It is understood that by providing the Security required under Section 12.0 et seq. of this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

4.2 **Accrual of Limitations Period.** Any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

5. **GRADING.** Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of Tract No. 33825-1 shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement, and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in Section 12.0 et seq. of this Agreement.

6. **UTILITIES.** Developer shall provide utility services, including water, sewer, power, gas, and telephone service to serve each parcel, lot, or unit of land within Tract No.

33825-1 in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer shall also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities shall be installed underground.

7. **FEES AND CHARGES.** Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to Tract No. 33825-1, or as required by other governmental agencies having jurisdiction over Tract No. 33825-1.

8. **CITY INSPECTION OF PUBLIC IMPROVEMENTS.** Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur. If the City inspector requests it, the Developer at any time before acceptance of the Public Improvements shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the Developer shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City shall not be considered as direct control of the individual workmen on the job site. City's inspector shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement. The inspection of the work by City shall not relieve Developer or the contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

9. **ADMINISTRATIVE COSTS.** If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10. **ACCEPTANCE OF IMPROVEMENTS; AS-BUILT OR RECORD DRAWINGS.** The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement.

10.1 **Developer's Notice of Completion.** Upon the total or partial acceptance of the Public Improvements by City, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted Public Improvements in accordance with California Civil Code section 3093, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor.

10.2 **City Acceptance of Public Improvements.** If Tract No. 33825-1 was approved and recorded as a single phase map, City shall not accept any one or more of the improvements until all of the Public Improvements are completed by Developer and approved by City. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements.

10.3 **Developer's Obligation to Provide As-Built or Record Drawings.** Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

11. **WARRANTY AND GUARANTEE.** Developer hereby warrants and guarantees all Public Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City. During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

12. **SECURITY; SURETY BONDS.** Prior to City's approval and execution of this Agreement, Developer shall provide City with surety bonds in the amounts and under the terms set forth below. The amount of the Security shall be based on the City Engineer's Estimated Costs. If City determines at any time prior to Developer's completion of the Public Improvements under Section 4 [Construction Schedule], in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision (Section 12.0 et seq.) shall in no way limit or modify Developer's indemnification obligation provided in Section 16.0 of this Agreement.

12.1 **Performance Bond.** To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 18.0 et seq. of this Agreement, and to secure Developer's one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a faithful performance bond in the amount of Two Million and Fifty-Nine Thousand and Five Hundred Dollars (**\$2,059,500.00**), which sum shall be not less than one hundred percent (100%) of the Estimated Costs.

12.2 **Partial Release.** The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the Security provided under this section as the Public Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 33825-1, and the total remaining Security is not less than twenty-five percent (25%) of the Estimated Costs. All Security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for Tract No. 33825-1.

12.3 **Labor & Material Bond.** To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City a labor and materials bond in the amount of Two Million and Fifty-Nine Thousand and Five Hundred Dollars (**\$2,059,500.00**), which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The Security provided under this section may be released by written authorization of the City Engineer after six (6) months from the date City accepts the final Public Improvements. The amount of such Security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

12.4 **Additional Requirements.** The surety for any surety bonds provided as Security shall have a current A.M. Best's rating of no less than A:VIII, be a bank or insurance company licensed to transact surety business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. The Developer and its surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements shall in any way affect its obligation on the Security.

12.5 **Form of Security.** The evidence of the Security shall be provided on the forms set forth in Attachment "C", unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Attachment "C" and incorporated herein by this reference.

12.6 **Developer's Liability.** While no action of Developer shall be required in order for City to realize on its security under any Security instrument, Developer agrees to cooperate with City to facilitate City's realization under any Security instrument, and to take no action to prevent City from such realization under any Security instrument. Notwithstanding the giving of any Security instrument or the subsequent expiration of any Security instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Developer shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute Security as City shall require satisfying the requirements in this Section 12.

13. **MONUMENT SECURITY.** Prior to City's execution of this Agreement, to guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for Tract No. 33825-1 in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"), Developer shall deposit cash with City in the amount of **{Twenty Seven Thousand Seven-Hundred Fifty Dollars} (\$27,750)**, which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said cash deposit may be released by written authorization of the City Engineer after all required Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for Tract No. 33825-1.

14. **LIEN.** To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to Sections 12.0 et seq. and 13.0 of this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to Sections 12.0 et seq. and 13.0 of this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this section.

15. **SIGNS AND ADVERTISING.** Developer understands and agrees to City's ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the summary removal by City, without notice to Developer, of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal shall be at the expense of Developer and its surety. Developer and its surety shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

16. **INDEMNIFICATION.** Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the gross negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify City shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

17. INSURANCE.

17.1 **Types; Amounts.** Developer shall procure and maintain, and shall require its contractors to procure and maintain, during construction of any Public Improvement pursuant to this Agreement, insurance of the types and in the amounts described below. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

17.1.1 **General Liability.** Developer and its contractors shall procure and maintain occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than \$3,000,000 per occurrence for bodily injury, personal injury, and property damage.

17.1.2 **Business Automobile Liability.** Developer and its contractors shall procure and maintain business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

17.1.3 **Workers' Compensation.** Developer and its contractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees.

17.1.4 **Professional Liability.** For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

17.2 **Deductibles.** Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

17.3 **Additional Insured; Separation of Insureds.** The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insured provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.

17.4 **Primary Insurance; Waiver of Subrogation.** The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required

Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

17.5 **Certificates; Verification.** Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

17.6 **Term; Cancellation Notice.** Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days' prior written notice to City.

17.7 **Insurer Rating.** Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A:VIII.

18. **DEFAULT; NOTICE; REMEDIES.**

18.1 **Notice.** If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation. Developer shall commence the work required to remedy the default or violation within ten (10) days of the written demand from the City. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the demand verbally, and Developer shall commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the demand to remedy the default, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs expenses as provided for in Section 9.0 of this Agreement.

18.2 **Failure to Remedy; City Action.** If the work required to remedy the noticed default or violation is not diligently prosecuted to a substantial completion acceptable to City within a reasonable time designated by the City, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and improvements, City may require

all work by Developer or its surety to cease in order to allow adequate coordination by City. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

18.3 **Other Remedies.** No action by City pursuant to Section 18.0 et seq. of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

19. GENERAL PROVISIONS.

19.1 **Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

19.2 **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 this Agreement.

19.3 **Construction; References; Captions.** It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

19.4 **Notices.** All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:

City of Hemet
Attn: Alexander P. Meyerhoff, City Manager
445 E. Florida Avenue
Hemet, CA 92543

DEVELOPER:

McSweeny Farms Recovery Acquisition, LLC
c/o Raintree Investment Corporation
Attn: Matthew Villalobos
5796 Armada Drive, Suite 375
Carlsbad, CA 92008

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent provided the original is contemporaneously deposited with United States Postal Service and delivered by regular mail; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

19.5 **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

19.6 **Waiver.** City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Public Improvements or this Agreement.

19.7 **Assignment or Transfer of Agreement.** Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement.

19.8 **Binding Effect.** Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

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

19.10 **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

19.11 **Consent to Jurisdiction and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

19.12 **Attorneys' Fees and Costs.** If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all Litigation Expenses. Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Litigation Expenses.

19.13 **Relationship Between The Parties.** The Parties hereby mutually agree that neither this Agreement, any map related to Tract No. 33825-1, nor any other related entitlement, permit, or approval issued by City for the Property shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

19.14 **Counterparts.** This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same instrument.

19.15 **Effective Date of Agreement.** This Agreement shall not become effective until the date it has been formally approved by the City and executed by the appropriate authorities of City and Developer.

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

CITY OF HEMET

By: _____
Alexander P. Meyerhoff
City Manager

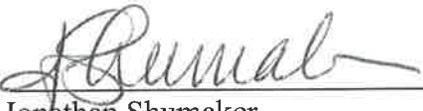
ATTEST:

Sarah McComas
City Clerk

APPROVED AS TO FORM

By: _____
Eric S. Vail
City Attorney

McSweeny Farms Recovery Acquisition, LLC

By:  _____
Jonathan Shumaker
Its: Authorized Signatory

By: _____
~~Michael Barr~~
Its: Authorized Signatory

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


MARSHA ROJAS
Notary Public, State of New York
No. 01RO6064861
Qualified in Suffolk County
Commission Expires October 1, 2017

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2008 before me, _____ a Notary public, personally appeared

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

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

WITNESS my hand and official seal.

(SIGNATURE OF NOTARY)

OPTIONAL

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

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| | _____ DATE OF DOCUMENT |
| SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____ | _____ SIGNER(S) OTHER THAN NAMED ABOVE |

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY
TRACT NO. 33825-1

EXHIBIT "B"
LIST OF PUBLIC IMPROVEMENTS
TRACT NO. 33825-1

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

TRACT NO. 33825-1

As evidence of understanding the provisions contained in this Agreement, and of the Developer's intent to comply with same, the Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

PERFORMANCE BOND PRINCIPAL AMOUNT: \$ 2,059,500

Surety: Lexon / Ironshore

Attorney-in-fact: _____

Address: Ironshore Specialty Insurance Co.

P.O. Box 3407

New York, NY, 1008

LABOR & MATERIAL BOND PRINCIPAL AMOUNT: \$ 2,059,500

Surety: Lexon / Ironshore

Attorney-in-fact: _____

Address: Ironshore Specialty Insurance Co.

P.O. Box 3407

New York, NY, 1008

CASH MONUMENT SECURITY: \$ 27,750

Amount deposited per Cash Receipt No. _____ Date: _____



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 27, 2016

RE: Review of Park Maintenance Service Levels

RECOMMENDED ACTION:

It is respectfully recommended that the City Council;

- Conduct a review of current park maintenance service levels provided by the Parks Division staff in the Public Works Department.
- Confirm an acceptable park maintenance service level.
- Provide direction to staff regarding next steps, if any.

BACKGROUND:

At the regular Council meeting of August 23, 2016, the City Manager conducted a work study session to review recommendations provided through the State Auditor Final Report, as well as, to review the City's corrective action plan to address the State's recommendations. The State recommended that the City address "inconsistencies in outsourcing landscape maintenance activities" and perform a cost/benefit analysis of outsourcing maintenance activities.

As the first task in the corrective action plan to address the State's recommendation, staff has compiled current maintenance service levels provided by the Parks Division for review with Council. Through this item staff will review and discuss current service levels, and potential alternative service levels, and work with Council to establish and confirm what level of maintenance service is acceptable in our parks.

Staff also performed a comprehensive review of FY16/17 operating budgets related to current service level costs. Upon completing discussions and review with Council regarding acceptable service levels and costs of service, Council made provide additional direction to staff on this item.

Respectfully submitted,

Kristen Jensen
Public Works Director