



*For further information on an agenda item, please contact
the City at 101 North "D" Street, or call (951) 943-6100*

**AGENDA
JOINT MEETING OF THE CITY COUNCIL, SUCCESSOR AGENCY
TO THE REDEVELOPMENT AGENCY, PUBLIC FINANCE AUTHORITY,
PUBLIC UTILITY AUTHORITY, HOUSING AUTHORITY, PERRIS JOINT POWERS
AUTHORITY AND PERRIS COMMUNITY ECONOMIC DEVELOPMENT
CORPORATION OF THE CITY OF PERRIS**

Tuesday, February 11, 2020

6:30 P.M.

**City Council Chambers
(Corner of San Jacinto and Perris Boulevard)
101 North "D" Street
Perris, California**

1. CALL TO ORDER: 6:30 P.M.

2. ROLL CALL:

Corona, Rabb, Rogers, Magaña, Vargas

3. INVOCATION:

Abdallah Jadallah
Perris Islamic Center
3895 N. Perris Blvd.
Perris, CA 92571

4. PLEDGE OF ALLEGIANCE:

Councilmember Corona will lead the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS: NO CLOSED SESSION

6. PRESENTATIONS/ANNOUNCEMENTS: NO PRESENTATIONS

At this time, the City Council may recognize citizens and organizations that have made significant contributions to the community and it may accept awards on behalf of the City.

7. APPROVAL OF MINUTES:

- A. Consideration to approve the Minutes of the Regular Joint Meeting held on January 28, 2020 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority.

8. CONSENT CALENDAR:

Consent Calendar items are normally enacted in one motion. The Mayor or City Council may remove a Consent Calendar item for separate action. Public comment is limited to three (3) minutes.

- A. Consideration to adopt the Second Reading of Ordinance Number 1388 to approve Ordinance Amendment 19-05144 to retitle Perris Municipal Code Chapter 5.06; amend Sections 5.060.010, 5.060.030, 5.06.150, 5.06.300; repeal Sections 5.06.660, 5.06.690, 5.06.720, and 5.04.120; and amend Section 5.06.750, and add Chapters 5.17 to regulate food truck operators and 5.18 to regulate sidewalk vendors.

The Second Reading of Proposed Ordinance Number 1388 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, RETITLING PERRIS MUNICIPAL CODE CHAPTER 5.06; AMENDING PERRIS MUNICIPAL CODE SECTIONS 5.06.010, 5.06.030, 5.06.150, 5.06.300; REPEALING PERRIS MUNICIPAL CODE SECTIONS 5.06.660, 5.06.690, 5.06.720, AND 5.04.120 REGARDING REGULATIONS OF SALES OF MOBILE FOOD FACILITIES AND REGULATION OF SALES FOR PEDESTRIAN FOOD VENDORS; AMENDING PERRIS MUNICIPAL CODE SECTION 5.06.750; AND ADDING PERRIS MUNICIPAL CODE CHAPTERS 5.17 TO REGULATE FOOD TRUCK OPERATORS AND 5.18 TO REGULATE SIDE WALK VENDORS

- B. Consideration to adopt Resolution Number (next in order) declaring the City's intention to annex certain territory into CFD 2001-3 (North Perris Public Safety District)-Project: March Plaza (PM 37278)-Owner: Ruth Kahn Perris – Annexation No. 37.

The Proposed Resolution Number (next in order) is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 37]

- C. Consideration to ratify Construction Change Order #1 to Romo Pipeline for Emergency Replacement of Sewer Line at Metz Road and Perris Blvd.
- D. Consideration to approve an agreement with Willdan Financial Services for Special District Services provided for administration of Landscape and Lighting Acts of 1972 relating specifically to Flood Control Maintenance District No. 1, Maintenance District No. 84-1 and Landscape Maintenance District No. 1.
- E. Consideration to approve a Cooperative Agreement between the City of Perris and Riverside County Flood Control and Water Conservation District for Nuevo Road Bridge Reconstruction and Widening Project (CIP S076).
- F. Consideration to award a contract to GreenPlay, LLC for the update of the Parks and Recreation Master Plan.
- G. Consideration to receive and file the Quarterly Investment Report for the Quarter Ended December 31, 2019.
- H. Consideration to approve the City’s Monthly Check Register for December 2019.

9. PUBLIC HEARINGS: NO PUBLIC HEARINGS

*The public is encouraged to express your views on any matter set for public hearing. It is our procedure to first receive the staff report, then to ask for public testimony, first from those in favor of the project followed by testimony from those in opposition to it, and if there is opposition, to allow those in favor, rebuttal testimony only as to the points brought up in opposition. To testify on the matter, you need to simply come forward to the speaker’s podium at the appropriate time, give your name and address and make your statement. After a hearing is closed, you may not further speak on the matter unless requested to do so or are asked questions by the Mayor or a Member of the City Council. **Public comment is limited to three (3) minutes.***

10. BUSINESS ITEMS: (not requiring a “Public Hearing”):

*Public comment will be called for each non-hearing item. Please keep comments brief so that everyone who wishes to speak has the opportunity to do so. After public comment is closed, you may not further speak on the matter unless the Mayor or City Council requests further clarification of your statement. **Public Comment is limited to three (3) minutes.***

- A. Consideration to allocate \$22,300.00 to the Perris Valley Chamber of Commerce for the 2020 State of the City.

Introduced by: Assistant City Manager Clara Miramontes

PUBLIC COMMENT

11. PUBLIC COMMENT/CITIZEN PARTICIPATION:

*This is the time when any member of the public may bring a matter to the attention of the Mayor and the City Council that is within the jurisdiction of the City Council. The Ralph M. Brown act limits the Mayor's, City Council's and staff's ability to respond to comments on non-agendized matters at the time such comments are made. Thus, your comments may be agendized for a future meeting or referred to staff. The City Council may discuss or ask questions for clarification, if desired, at this time. **Public comment is limited to three (3) minutes.***

12. COUNCIL COMMUNICATIONS:

(Committee Reports, Agenda Items, Meeting Requests and Review etc.)

*This is an opportunity for the Mayor and City Councilmembers to report on their activities and the actions of the Committees upon which they sit, to bring a matter to the attention of the full Council and staff, and to request agenda items. Any matter that was considered during the public hearing portion is not appropriate for discussion in this section of the agenda. **NO ACTION CAN BE TAKEN AT THIS TIME.***

13. CITY MANAGER'S REPORT:

14. ADJOURNMENT:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Hall at (951) 943-6100. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: February 11, 2020

SUBJECT: Approval of Minutes

REQUESTED ACTION: Approve the Minutes of the Regular Joint City Council Meeting held on January 28, 2020

CONTACT: Nancy Salazar, City Clerk *de for us*

BACKGROUND/DISCUSSION: None

BUDGET (or FISCAL) IMPACT: None

Prepared by: Judy L. Haughney, CMC, Assistant City Clerk *dh*

REVIEWED BY:

City Attorney _____

Assistant City Manager _____

Finance Director _____

Attachments:

Consent:

Public Hearing:

Business Item:

Presentation:

Other: Approval of Minutes

CITY OF PERRIS

MINUTES:

Date of Meeting: January 28, 2020

06:30 PM

Place of Meeting: City Council Chambers

1. CALL TO ORDER: 6:30 P.M.

Mayor Vargas called the Regular City Council meeting to order at 6:32 p.m.

2. ROLL CALL: Magaña, Corona, Rabb, Rogers, Vargas

Present: Magaña, Corona, Rabb, Rogers, Vargas

Staff Members Present: City Manager Belmudez, City Attorney Dunn, City Engineer McKibbin, Assistant City Manager Miramontes, Assistant City Manager Carlos, Police Captain Sims, Fire Chief Barnett, Chief Information Officer Cervantes, Director of Community Services Chavez, Interim Director of Administrative Services Amozgar, Interim Director of Public Works Indrawan, Youth Advisory Committee Representative Lopez and City Clerk Salazar.

3. INVOCATION:
Pastor Joe Sabolick
New Creation Church
57 Business Park Drive
Perris, CA 92571

4. PLEDGE OF ALLEGIANCE:

Mayor Pro Tem Magaña led the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

There was no Closed Session.

6. PRESENTATIONS/ANNOUNCEMENTS:

- A. Sons of the American Legion Veteran's Day update.
- B. Introduction of New City Employees.
- C. Youth Advisory Committee Quarterly Update.

7. APPROVAL OF MINUTES:

- A. Approved the Minutes of the Regular Joint Meeting held on January 14, 2020 of the

City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Marisela Magana to Approve the Minutes, as presented.

AYES: Marisela Magana, Malcolm Corona, David Starr Rabb, Rita Rogers,
Michael Vargas

NOES:

ABSENT:

ABSTAIN:

8. CONSENT CALENDAR:

The Mayor called for Public Comment. There was no Public Comment.

- A. Adopted Resolution Numbers 5620, 5621 and 5622 regarding annexation of PM 37278 (March Plaza) to Maintenance District Number 84-1. PM 37278 is located at the northwest corner of Harley Knox Blvd. and Perris Blvd.

Resolution Number 5620 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF PM 37278 INTO MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 5621 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF PM 37278 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 5622 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO MAINTENANCE DISTRICT NUMBER 84-1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF PM 37278 TO MAINTENANCE DISTRICT NUMBER 84-1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON MARCH 31, 2020

- B. Adopted Resolution Numbers 5623, 5624 and 5625 regarding annexation of PM 37278

(March Plaza) to Landscape Maintenance District Number 1. PM 37278 is located at the northwest corner of Harley Knox Blvd. and Perris Blvd.

Resolution Number 5623 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF BENEFIT ZONE 150 (PM 37278) TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 5624 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF PM 37278 TO BENEFIT ZONE 150, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 5625 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO BENEFIT ZONE 149, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO BENEFIT ZONE 150, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF PM 37278 TO BENEFIT ZONE 150, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON MARCH 31, 2020

- C. Adopted Resolution Number 5626 regarding annexation of PM 37278 (March Plaza) to Flood Control Maintenance District Number 1. PM 37278 is located at the northwest corner of Harley Knox Blvd. and Perris Blvd.

Resolution Number 5626 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO AUTHORIZE LEVYING ASSESSMENTS UPON CERTAIN PARCELS OF REAL PROPERTY, TO ORDER ANNEXATION OF PM 37278 TO BENEFIT ZONE 115, FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON MARCH 31, 2020

- D. Adopted Resolution Number 5627 approving a policy regarding the City's social media sites.

Resolution Number 5627 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING AND ADOPTING A POLICY REGARDING THE CITY'S SOCIAL MEDIA SITES

- E. Adopted Resolution Number 5628 approving Street Vacation 17-05135 to dedicate right-of-way and vacate a portion of the terminus of Washington Street, west of Webster Avenue to reconfigure an existing cul-de-sac for improved circulation purposes. (Applicant: Stephanie Burroughs, Thienes Engineering, Inc.)

Resolution Number 5628 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TO DEDICATE RIGHT-OF-WAY AND VACATE A PORTION OF THE TERMINUS OF WASHINGTON AVENUE, WEST OF WEBSTER AVENUE TO RECONFIGURE AN EXISTING CUL-DE-SAC FOR IMPROVED CIRCULATION PURPOSES, SUBJECT TO THE FINDINGS NOTED HEREIN

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Marisela Magana to Approve the Consent Calendar, as presented.

AYES: Marisela Magana, Malcolm Corona, David Starr Rabb, Rita Rogers, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

9. PUBLIC HEARINGS:

- A. Adopted Resolution Numbers 5629 and 5630 approving annexation of PM 37343 (Duke Patterson) to Community Facilities District Number 2018-02 (Public Services District)-Annexation Number 2. Assessor's Parcel Numbers 314-180-025 and 314-180-026. (Owner: Duke Realty Limited Partnership)

Resolution Number 5629 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 2 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 2

Resolution Number 5630 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 2 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 2 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Daniel Louie, Willdan Financial, gave the presentation on this item.

The Mayor opened the Public Hearing at 6:54 p.m.

There was no Public Comment.

The Mayor closed the Public Hearing at 6:54 p.m.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Number 5629, as presented.

AYES: Marisela Magana, Malcolm Corona, David Starr Rabb, Rita Rogers, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

The Mayor asked the City Clerk to open the Ballot.

City Clerk Salazar opened the Ballot and reported that it was marked YES.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Malcolm Corona to Approve Resolution Number 5630, as presented.

AYES: Marisela Magana, Malcolm Corona, David Starr Rabb, Rita Rogers, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

- B. Adopted the First Reading of Ordinance Number 1388 approving Ordinance Amendment 19-05144 a proposal to retitle Perris Municipal Code Chapter 5.06 regarding mobile food facilities and pedestrian food vendors; and add Chapter 5.17 to regulate food truck operators and Chapter 5.18 to regulate sidewalk vendors. (This item was continued from the December 10, 2019 City Council Meeting).

The First Reading of Ordinance Number 1388 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, RETITLING PERRIS MUNICIPAL CODE CHAPTER 5.06; AMENDING PERRIS MUNICIPAL CODE SECTIONS 5.06.010, 5.06.030, 5.06.150, 5.06.300; REPEALING PERRIS MUNICIPAL CODE SECTIONS 5.06.660, 5.06.690, 5.06.720, AND 5.04.120 REGARDING REGULATIONS OF SALES OF MOBILE FOOD FACILITIES AND REGULATION OF SALES FOR PEDESTRIAN FOOD VENDORS; AMENDING PERRIS MUNICIPAL CODE SECTION 5.06.750; AND ADDING PERRIS MUNICIPAL CODE CHAPTERS 5.17 TO REGULATE FOOD TRUCK OPERATORS AND 5.18 TO REGULATE SIDE WALK VENDORS

Planning Manager Kenneth Phung gave the presentation on this item.

The following Councilmember's spoke:

Vargas

Corona

The Mayor opened the Public Hearing at 7:01 p.m . There was no Public

Comment.

The Mayor closed the Public Hearing at 7:01 p.m.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Marisela Magana to Approve the First Reading of Ordinance Number 1388, as presented.

AYES: Marisela Magana, Malcolm Corona, David Starr Rabb, Rita Rogers, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

- C. Adopted Resolution Number 5631 approving the Certificate of Agricultural Diminishment/Tentative Partial Cancellation 18-05219 (IDI at Indian and Ramona Expressway) removing approximately 18.32 gross acres of the 24.2-acre IDI site located at the northwest corner of Indian Avenue and Ramona Expressway, out of the Williamson Land Contract.

Resolution Number 5631 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FINDING THAT MITIGATED NEGATIVE DECLARATION # 2342, WHICH WAS ADOPTED BY THE PERRIS PLANNING COMMISSION ON DECEMBER 18, 2019, ANALYZED AND CONSIDERED THE CERTIFICATE OF AGRICULTURAL DIMINISHMENT/TENTATIVE PARTIAL CANCELLATION NO. 18-05219 AS PART OF THE IDI AT INDIAN AND RAMONA PROJECT (DPR 18-00002 & TPM 37457), AND, THEREFORE, NO FURTHER ENVIRONMENTAL REVIEW IS NECESSARY; CERTIFYING THE ASSESSOR'S CANCELLATION VALUE AND FEE; AND APPROVING THE CERTIFICATE OF PARTIAL TENTATIVE CANCELLATION NO. 18-05219 TO REMOVE APPROXIMATELY 18.32 GROSS ACRES (17.7 NET) OUT OF THE PERRIS VALLEY AGRICULTURAL PRESERVE NO. 1, MAP 56, WILLIAMSON ACT LAND CONTRACT, LOCATED AT THE NORTHWEST CORNER OF RAMONA EXPRESSWAY AND INDIAN AVENUE (APN'S: 302-060-005, 302-060-006, 302-060-038 AND MAKING FINDINGS IN SUPPORT THEREOF

Planning Manager Kenneth Phung gave the presentation on this item.

The Mayor opened the Public Hearing at 7:07 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 7:07 p.m.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Number 5631, as presented.

AYES: Malcolm Corona, David Starr Rabb, Rita Rogers, Michael Vargas

NOES: Marisela Magana

ABSENT:

ABSTAIN:

- D. Adopted Resolution Number 5632 approving an amendment to reallocate \$223,319.45 of unexpended Community Development Block Grant (CDBG) funds from the Fiscal Years 2019-2020, 2018-2019 and 2017-2020 Annual Action Plans to the Fiscal Year 2019-2020 Annual Action Plan, Citywide Pedestrian Improvement Project.

Grants Manager Sara Cortes de Pavon gave the presentation on this item.

The Mayor opened the Public Hearing at 7:10 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 7:11 p.m.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Number 5632, as presented.

AYES: Marisela Magana, Malcolm Corona, David Starr Rabb, Rita Rogers, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

10. BUSINESS ITEMS: (not requiring a "Public Hearing"):

- A. Western Community Energy (WCE) Implementation update.

This item was introduced by Assistant City Manager Clara Miramontes and turned over to Tyler Masters, WRCOG, for presentation.

Councilmember Rabb left the City Council Chambers at 7:14 p.m. and returned at 7:16 p.m.

The Mayor called for Public Comment.

There was no Public Comment.

- B. Presentation update on Park Development by the City of Perris Community Services Department.

This item was introduced by Assistant City Manager Isabel Carlos and turned over to Director of Community Services Sabrina Chavez, for presentation.

The following Councilmember's spoke:

Corona

Rabb

Vargas

- C. Consideration to make appointments to the City Committees and Commissions and Agencies.

Mayor Vargas introduced the item and noted that there would be no changes to the appointments and the appointments would remain the same as the previous year.

The Mayor called for a motion.

M/S/C: Moved by Marisela Magana, seconded by David Starr Rabb to Approve the appointments made by Mayor Vargas.

AYES: Marisela Magana, Malcolm Corona, David Starr Rabb, Rita Rogers, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

D. Consideration to appoint the Mayor Pro Tem.

Mayor Vargas introduced the item and called for nominations for Mayor Pro Tem for the year 2020.

Councilmember Corona nominated Councilmember Rogers to serve as Mayor Pro Tem for the year 2020.

Councilmember Rabb seconded the nomination of Councilmember Rogers to serve as Mayor Pro Tem for the year 2020.

The Mayor called for a motion.

M/S/C: Moved by Marisela Magana, seconded by David Starr Rabb to Approve the appointment of Councilmember Rita Rogers to serve as Mayor Pro Tem for the year 2020.

AYES: Marisela Magana, Malcolm Corona, David Starr Rabb, Rita Rogers, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

11. PUBLIC COMMENT/CITIZEN PARTICIPATION:

The following people spoke at Public Comment:

Taylor Sambrano

Katie Keyes

Joshua Naggar

12. COUNCIL COMMUNICATIONS:

The following Councilmember's spoke:

Rabb

Corona

Magaña

Rogers

Vargas

13. CITY MANAGER'S REPORT:

14. ADJOURNMENT:

There being no further business Mayor Vargas adjourned the Regular City Council meeting at 8:13 p.m. in memory of Kobe and Gianna Bryant; John, Keri and Alyssa Altobelli; Sarah and Payton Chester; Christina Mauser and Ara Zobayan who lost their lives on Sunday, January 26, 2020 in a tragic helicopter accident.

Respectfully Submitted,

Nancy Salazar, City Clerk



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

8.A.

MEETING DATE:

February 11, 2020

SUBJECT:

Ordinance Amendment 19-05144 – A proposal to retitle Perris Municipal Code Chapter 5.06; amend Sections 5.060.010, 5.060.030, 5.06.150, 5.06.300; repeal Sections 5.06.660, 5.06.690, 5.06.720, and 5.04.120 regarding mobile food facilities and pedestrian food vendors; amend Sections 5.06.750, and add Chapters 5.17 to regulate food truck operators and 5.18 to regulate sidewalk vendors.

REQUESTED ACTION:

ADOPT Second Reading of Ordinance No. 1388 to approve Ordinance Amendment 19-05144 to retitle Perris Municipal Code Chapter 5.06; amend Sections 5.060.010, 5.060.030, 5.06.150, 5.06.300; repeal Sections 5.06.660, 5.06.690, 5.06.720, and 5.04.120; and amend Sections 5.06.750, and add Chapters 5.17 to regulate food truck operators and 5.18 to regulate sidewalk vendors.

CONTACT:

Kenneth Phung, Planning Manager *KP*

BACKGROUND/DISCUSSION:

On January 28, 2020, the City Council unanimously voted to approve Ordinance Amendment 19-05144 to comprehensively overhaul of the City's existing food truck operators ordinance (last updated August 2015) and sidewalk vendors ordinance (last updated in 1998). The objective of the Ordinance Amendment is to protect public safety in relation to the operation of food trucks and to bring the City's regulations relating to sidewalk vendors into compliance with Senate Bill 946, which restricts the City's ability to prohibit and regulate for sidewalk vendors. Upon adoption, the Ordinance Amendment will be effective thirty days thereafter (March 13, 2020).

BUDGET (or FISCAL) IMPACT: Cost for staff preparation of this item is covered by the 2019-2020 budget.

Prepared by:

Kenneth Phung, Planning Manager

REVIEWED BY:

City Attorney _____

Assistant City Manager *CP*

Finance Director _____

Attachments:

1. Ordinance No. 1388 for Food Truck and Street Vendors
2. CC Submittal Report from January 28, 2020

Consent:

February 11, 2020

ORDINANCE NO. 1388

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, RETITLING PERRIS MUNICIPAL CODE CHAPTER 5.06; AMENDING PERRIS MUNICIPAL CODE SECTIONS 5.06.010, 5.06.030, 5.06.150, 5.06.300; REPEALING PERRIS MUNICIPAL CODE SECTIONS 5.06.660, 5.06.690, 5.06.720, AND 5.04.120 REGARDING REGULATIONS OF SALES OF MOBILE FOOD FACILITIES AND REGULATION OF SALES FOR PEDESTRIAN FOOD VENDORS; AMENDING PERRIS MUNICIPAL CODE SECTION 5.06.750; AND ADDING PERRIS MUNICIPAL CODE CHAPTERS 5.17 TO REGULATE FOOD TRUCK OPERATORS AND 5.18 TO REGULATE SIDEWALK VENDORS.

WHEREAS, the City of Perris currently regulates businesses within its jurisdiction pursuant to Title 5 of the Perris Municipal Code; and

WHEREAS, in addition to the regulations imposed by Chapter 5.04 of Title 5 of the Perris Municipal Code, the City Council desires to impose additional regulations upon Food Trucks operating within the City of Perris consistent with the requirements of State law; and

WHEREAS, Section 22455 of the California Vehicle Code allows municipalities to regulate mobile food vending in order to protect public safety and Article XI, Section 7 of the California Constitution extends to municipalities the police power authority to regulate the time, place, and manner of vending from mobile food facilities to protect public safety; and

WHEREAS, the City of Perris finds that mobile food facilities, also commonly known as food trucks, have the potential to pose traffic hazards and special dangers to the public safety of the community; and

WHEREAS, food trucks create the potential for safety hazards, such as blocking sight distances at intersections and crosswalks, encouraging pedestrians and children to cross streets mid-block to reach a vending vehicle, and causing additional conflicts between drivers and pedestrians; and

WHEREAS, operators of food trucks who fail to park their vehicles correctly during a transaction attract prospective buyers onto public roadways, create further traffic and public safety hazards; and

WHEREAS, operators of food trucks who park their vehicles on undeveloped lots create public safety issues because such lots often lack necessary infrastructure improvements such as fire hydrants for fire protection purposes, lighting for nighttime visibility or proper curb-cuts, transition lanes, or traffic signals to provide safe ingress or egress onto a public roadway from such lots; and

EXHIBIT - 1

WHEREAS, operators of food trucks who park their vehicles within one thousand feet of a school during school hours (6:30 am to 5:30 pm) will create further traffic and public safety hazard as there is a significantly greater concentration of students/pedestrian traffic during this time that will create further traffic and public safety issues;

WHEREAS, the City Council desires to update its regulations for food trucks by adding Chapter 5.17 to Title 5 of the Perris Municipal Code to provide food trucks with clear and concise regulations to prevent safety and traffic hazards, as well as to preserve the public safety of the community and to make the corresponding necessary changes to the Perris Municipal Code;

WHEREAS, Senate Bill No. 946 (commencing at Government Code Section 51036 et seq.) provides guidelines and requirements for any regulations imposed by the City upon Sidewalk Vendors, as that term is defined by Senate Bill No. 946, and the City Council desires to adopt regulations consistent with Senate Bill No. 946 by adding Chapter 5.18 to Title 5 of the Perris Municipal Code;

WHEREAS, Sidewalk Vendors operating within the City without the regulations contemplated by this Ordinance present health, safety, and welfare concerns including, but not limited to, the following concerns:

A. Sidewalk vendors who operate without permits from the County of Riverside Department of Environmental Health may not have proper sanitation protocols in place or oversight necessary to ensure proper handling of food that may result in contamination resulting in negative impacts upon public health, safety, or welfare.

B. Sidewalk vendors who park their carts near driveways, walkways, and sidewalks will impede pedestrian movement such that it can negatively impact the public's use and enjoyment of natural resources and recreational opportunities, and potentially negatively impact the ingress and egress of motor vehicles from such driveways.

C. Sidewalk vendors who operate near an ongoing certified farmers market or swap meets create an undue concentration of commercial activity that unreasonably interferes with the scenic and natural character of the park.

THE CITY COUNCIL OF THE CITY OF PERRIS HEREBY ORDAINS AS FOLLOWS:

Section 1. Recitals Incorporated. The foregoing Recitals are true and correct and are incorporated herein as if set forth in full.

Section 2. The City Council of the City of Perris finds that the adoption of this Ordinance is not a “project” for the purposes of CEQA Guidelines Section 15378, as the amendments provide for a regulatory permitting and related administrative procedures that will not result in direct or indirect physical changes in the environment. Additionally, even if this Ordinance is a “project” for the purposes of CEQA, it can be seen with certainty that there is no possibility that it will have a significant effect on the environment. Therefore, this matter is not subject to CEQA.

Section 3. Retitling of Chapter 5.06. Chapter 5.06, “Peddlers and Solicitors,” of Title 5 of the Perris Municipal Code shall be retitled as follows:

“Chapter 5.06 – Solicitors”

Section 4. Amendment to Section 5.06.010. Section 5.06.010, “Definitions,” is hereby amended as follows (~~strikethrough~~ is deleted language while ***bold italics*** is added language):

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

~~*Peddler* means a hawker, vendor or other person who, without appointment thereat, goes from house to house, place to place or in or along the streets of the city selling and making immediate delivery, or offering for sale and immediate delivery any goods, wares, merchandise or anything of value in the possession of the pedler to persons other than manufacturers, wholesalers, jobbers or retailers in such commodities.~~

~~*Pushcart* means any wagon, cart, or similar wheeled container, not a vehicle as defined in the vehicle code for the state, from which food or beverage is offered for sale to the public.~~

Solicitor means a person engaged in soliciting, canvassing, or taking orders from house to house or from place to place or by telephone or by any other means of communication for any goods, wares, merchandise, or any article to be delivered in the future or for services to be performed in the future or making, manufacturing, or repairing any article whatsoever for future delivery or subscriptions to periodicals or tickets of admission or entertainment or membership in any club.”

Section 5. Amendment to Section 5.06.030. Section 5.06.030, “License—Required,” is hereby amended as follows (~~strikethrough~~ is deleted language while ***bold italics*** is added language):

“No person, whether or not a resident of the city, or whether or not the person maintains or is employed at an established place of business, shall engage in the city in the business of

~~peddler or~~ solicitor without first obtaining a license therefor, with the exception of charitable, religious and nonprofit organizations as set forth in section 5.06.330.”

Section 6. Amendment to Section 5.06.150. Section 5.06.150, “Same--Badges,” is hereby amended as follows (~~strikethrough~~ is deleted language while ***bold italics*** is added language):

“The finance director shall issue to each licensee at the time of delivery of his license a badge, which shall be worn continuously by the licensee on the front of his hat or outer garment in such a way as to be conspicuous at all times while the licensee is conducting business in the city pursuant to such license. The badge shall bear the appropriate words, i.e., “licensed solicitor,” ~~or “licensed peddler”~~ the period for which the license is issued, the number of the license in letters and figures clearly discernible. Each licensee shall provide a two-inch by two-inch color passport photograph at the time of issuance of the license for purpose of affixing to said badge for identification.”

Section 7. Amendment to Section 5.06.300. Section 5.06.300, “Same--Fees,” is hereby amended as follows (~~strikethrough~~ is deleted language while ***bold italics*** is added language):

- “(a) At the time the application is filed with the finance department, the applicant shall pay a fee sufficient to cover the cost the city incurs for processing the application, including all costs incidental to the issuance of the license, as well as investigation, inspection, administration, regulation, maintenance of a system of supervision and enforcement.
- (b) The amount of the fee for this license shall be that amount established for businesses with no fixed location which amount shall be set by resolution of the city council, as amended from time to time.
- (c) Each individual ~~peddler, or~~ solicitor whether or not such person maintains or is employed by a business which has a business license from the city, must obtain his own individual license in order to engage in business in the city.
- (d) Senior citizens over the age of 65, juveniles under the age of 18, and veterans physically unable to obtain livelihood by manual labor who qualify under sections 16001 and 16001.5 of the California Business and Professions Code shall be exempt from paying such fee.”

Section 8. Repeal of Sections 5.06.660, 5.06.690, 5.06.720, and 5.04.120. Sections 5.06.660, “REGULATIONS FOR SALES,” 5.06.690, “REGULATION OF SALES FOR PEDESTRIAN FOOD VENDORS,” 5.06.720, “PUSHCART REGULATIONS,” of Chapter 5.06,

and Section 5.04.120, "PERMIT; FOOD VEHICLE," of Chapter 5.04 of Title 5 of the Perris Municipal Code are hereby deleted.

Section 9. Section 5.06.750, "EXEMPTIONS FROM THIS CHAPTER," of Chapter 5.06 of Title 5 of the Perris Municipal Code is hereby amended as follows (~~strikethrough~~ is deleted language while ***bold italics*** is added language):

- "(a) The provisions of this Chapter shall not apply to:
- (1) Merchants and their employees and agents selling or soliciting at established places of business;
 - (2) Persons invited to call upon private residences by the owner or occupant thereof;
 - (3) Persons licensed and regulated by the state pursuant to sections 12000 et seq. of the Business and Professions Code of the state;
 - (4) Persons selling or soliciting sales of a daily or weekly newspaper as defined in section 6040.5 of the Government Code of the state;
 - (5) Persons soliciting or canvassing for or against any candidate for public office or any ballot measure;
 - (6) Persons soliciting goods to be shipped from outside the state;
 - (7) Seasonal sales of merchandise in the CC and CN zones with a commercial temporary use permit, not to exceed 30 consecutive days;
 - (8) ~~Sales from parked vehicles in public streets in residential areas in accordance with Vehicle Code section 22455, except with the regulation regarding time and manner of operation set forth in section 5.06.450.~~ ***"Food Truck" as defined in Chapter 5.17 of Title 5 of the Perris Municipal Code.***
 - (10) ***Roaming Sidewalk Vendors as defined in Chapter 5.18 of Title 5 of the Perris Municipal Code.***
 - (11) ***Sidewalk Vendors as defined in Chapter 5.18 of Title 5 of the Perris Municipal Code.***
 - (12) ***Stationary Sidewalk Vendor as defined in Chapter 5.18 of Title 5 of the Perris Municipal Code.***

- (b) Nothing in subsection (a) of this section shall eliminate the responsibility of participants or vendors to comply with other applicable provisions of this Code or laws of the state relating to the conduct of business or sales within the city, or the requirements imposed by the city for rental of spaces or booths at any of the events listed in subsections (a)(1) through (6) of this section.”

Section 10. Title 5 of the Perris Municipal Code is hereby amended to add the following Chapter 5.17:

“Chapter 5.17. - Food Trucks

5.17.010 - Purpose.

The purpose of this Chapter is to regulate mobile food truck activities in order to protect public safety while accommodating commercial uses that generally promote an active and social pedestrian environment within appropriate areas of the City of Perris. The requirements provided by this Chapter are in addition to any other requirement under any applicable law, including but not limited to Chapter 5.04 of Title 5 of the Perris Municipal Code.

5.17.020 Definitions.

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

“Food Truck” shall mean any motorized device or vehicle by which any person or property may be propelled or moved upon a highway, or which may be drawn or towed by a motorized vehicle, from which food or food products are sold, offered for sale, displayed, bartered, exchanged or otherwise given. This definition shall exclude Sidewalk Vendors, Roaming Sidewalk Vendors, and Stationary Sidewalk Vendors as defined in Section 5.18.020.

“Food Truck Event” shall mean an organized gathering of Food Truck vendors which is open to the general public.

“Food Truck License” shall mean a business license issued for the purpose of mobile vending pursuant to this Chapter.

“Property Owner” shall mean the holder of fee title to a property, whether a person, partnership, corporation or other entity recognized by law, and his/her/its lessees, permittees, assignees or successors in interest.

“Public Property” shall mean any real property owned, leased, operated, or controlled by the City of Perris other than a street, alley, parkway, sidewalk or other area dedicated, identified or used as a public right-of-way.

“Public Right-of-Way” shall mean any public street, road, avenue, highway, named or unnamed alley, lane, court, place, trail, parkway, sidewalk or other public way, operated and/or controlled by the City or other public entity, or subject to an easement owned by or dedicated or granted to the City.

“Temporary Activity and Use” shall mean a Temporary Outdoor Activity or Temporary Use as defined by Chapter 19.60.

“Undeveloped Lot” shall mean a parcel of property as shown on a delineated parcel of land with a separate and distinct number or other delineation on a plat recorded in the office of the county recorder of Riverside County, which is undeveloped and without any improvements necessary to provide utilities to the parcel, fire hydrants within proximity to serve the parcel, adequate street lighting adjacent to the parcel, curb cuts adjacent to the parcel, paved driveways to serve the parcel, or any other similar type of improvements.

5.17.030 - Food Truck License.

- (a) No person shall conduct a Food Truck operation within the City of Perris, without first obtaining a Food Truck License pursuant to this Chapter from the City, except in the following situations:
- (1) No Food Truck License shall be required when the Food Truck activity is associated with the operation of a City-permitted Temporary Activity and Use, subject to the conditions thereof.
 - (2) No Food Truck License shall be required when the Food Truck activity is limited to a single Food Truck on private property operating solely for private catering purposes and when all of the following provisions are met:
 - (i) The Food Truck is situated entirely on private property.
 - (ii) Service is limited to the guests of the catered event only.
 - (iii) No payment transactions shall occur for individual orders taken by the Food Truck operator.

5.17.040 – Application.

- (a) The application for a Food Truck License shall be signed by the applicant and, in addition to the applicable information required under Chapter 5.04, shall include all of the following information:
1. A description of the type of food, beverage, or merchandise to be sold, as well as hours of operation;
 2. A description of the Food Truck, and any additional information that will explain the proposed use;
 3. A description and photograph (including colors and any signs) of any Food Trucks to be used in the operation of the business;
 4. Valid permit, certificate, or other authorization as required by the County of Riverside Department of Environmental Health;
 5. Payment for any fees established pursuant to this Chapter.
 6. Ownership type (e.g., sole proprietorship, partnership, or corporation);
 7. A declaration under penalty of perjury that the forgoing and the applicable information required to be provided under Chapter 5.04 is, to the best of applicant's knowledge and belief, true and correct, and that applicant has read the application and understands all the conditions as stated therein.
- (b) Information provided in the application will become a matter of public record and will be subject to disclosures, with the exception of Social Security or federal employer identification numbers and any other exceptions permitted by law.
- (c) Not later than 10 days after the filing of a completed application for a Food Truck License, the applicant shall be notified of the decision on the issuance or denial of the license, provided that the City may extend this time period upon notice to the applicant. Fees shall be paid prior to issuance of a permit.

5.17.050 - Health Permit Requirement.

It is unlawful for any person to engage in the activity of operating a Food Truck in the City of Perris without a valid permit, certificate, or other authorization as required by the County of Riverside Department of Environmental Health. A copy of said permit shall be kept in the Food Truck and shall be visible at all times. All

food products sold or provided from a Food Truck shall comply with all applicable food labeling requirements established by the State of California.

5.17.060 – General Operational Standards for Food Trucks.

- (a) No Food Truck shall operate before 7:00 a.m. or after 2:00 a.m., including setup and clean-up, except for private catering functions or special events as described in Section 5.17.030.
- (b) No Food Truck shall operate within two-hundred fifty (250) feet of any off-street Food Truck Event or City-permitted Temporary Activity and Use. Exceptions to this prohibition are allowed when consent is provided within the Temporary Activity and Use permit or permits. In this case, all standards and conditions required by Section 5.17.080 of this Chapter shall apply.
- (c) Food Trucks shall not idle vehicle engines more than five (5) minutes during any one (1) hour time period.
- (d) Food Truck operators shall be responsible for controlling smoke and odors caused by food preparation so as to avoid a public nuisance.
- (e) The operation shall at all times comply with the provisions of the City's Noise Control Ordinance, Chapter 7.34 of Title 7 of the Perris Municipal Code and Section 5.06.450 of Chapter 5.06 of Title 5 of the Perris Municipal Code.
- (f) No temporary lighting shall be provided on the site where the Food Truck is operating, except that localized lighting may be used on or in the Food Trucks for the purpose of inside food preparation and menu illumination, except as otherwise permitted for a Temporary Activity and Use.
- (g) No signage other than that exhibited on the Food Truck may be displayed at the site where the Food Truck is operating. The prohibition shall include any handheld signage and handbills.
- (h) No sales or service of alcohol shall be allowed by Food Trucks unless the Food Truck is duly authorized and licensed by the California Department of Alcohol Beverage and Control to sell or serve alcohol.
- (i) Food Trucks shall comply with all applicable laws, including but not limited to the Perris Municipal Code, State and federal laws.
- (j) The Food Truck operator shall maintain and supply to the City, copies of policies of commercial general liability and automobile liability, in an

amount of no less than \$1,000,000 per occurrence, naming the City as an additional insured.

- (k) Food Trucks shall not operate on any Undeveloped Lot within the City except as part of a City-permitted Temporary Activity and Use.
- (l) Food Trucks shall provide refuse and recycling containers during all hours of Food Truck operations.
- (m) Food Trucks shall be stored in a garage or such other licensed storage facility authorized to store Food Trucks during a Food Truck's regular hours of nonoperation.
- (n) Food Trucks shall not park on streets where parking of vehicles is prohibited.

5.17.070 - Food Trucks on Private Property.

Food Trucks may operate on private properties pursuant to the following additional minimum standards and conditions:

- (a) A minimum of two (2) off-street parking spaces shall be provided for each Food Truck. The parking required herein shall not be reserved, encumbered, or designated to satisfy the off-street parking of another business or activity that is operating on the site at the same time as the Food Truck.
- (b) Additional separate refuse and recycling containers shall be provided on-site during all hours of Food Truck operations. All litter generated within a minimum of a one-hundred (100) foot radius of the site shall be collected prior to closure of the Food Truck operations.
- (c) No overnight parking of Food Trucks shall be allowed on the permitted vending site located on the private property.
- (d) A maximum two-hundred (200) square foot, uncovered seating area may be provided to serve patrons of the Food Truck. All seating areas shall be removed prior to close of business for the day. The seating shall be located in an area of the site that is not landscaped, reserved, encumbered, or designated to satisfy the off street parking of a business or activity that is operating at the same time as the Food Truck, and shall not obstruct any pedestrian or vehicular traffic.

- (e) Permission from a private property owner to operate on the private property. The Food Truck shall bear the burden of showing compliance with this requirement.
- (f) The Food Truck operator shall properly dispose of solids or liquids consistent with applicable law, and shall not dispose of solids or liquids by discharging such solids or liquids into the Public Right-of-Way and storm drains.

5.17.080 - Food Trucks on Public Right-of-Way.

Food Trucks may operate in any legal parking space, provided they comply with all of the following minimum standards and conditions:

- (a) Food Trucks shall be parked directly adjacent to a paved sidewalk, free and clear for pedestrian passage.
- (b) Food service shall be limited solely to that side of the Food Truck facing the adjacent sidewalk.
- (c) The Food Truck shall be in full compliance with all parking and Vehicle Code provisions which apply to the location at which it is parked, including the maximum allowed parking time limit for the parking space(s) occupied.
- (d) The Food Truck operations shall not obstruct pedestrian or vehicular traffic.
- (e) The Food Truck operator shall not encroach onto a public sidewalk with any part of the vehicle or any other equipment or furniture related to the operation of its business, except for required refuse and recycling receptacles, provided they maintain a clear four (4) foot pedestrian walkway.
- (f) No Food Truck operator shall conduct business unless he or she maintains clearly designated refuse and recycling receptacle(s) in the immediate vicinity of the vehicle. Such receptacles shall be marked with a sign requesting use by patrons. Prior to leaving a location or moving the Food Truck more than fifty (50) feet, the Food Truck Operator shall pick up, remove and dispose of all trash generated by the Food Truck operations within one-hundred (100) feet of the Food Truck.
- (g) No Food Truck shall operate in such a way so as to cause an unacceptable reduction in sight distance, as provided in the latest edition of the California Department of Transportation's Highway Design Manual, for any cross

street, crosswalk, driveway or any other similar location where traffic, be it vehicular, pedestrian or bicycle, can be expected to enter the street.

- (h) Food Trucks shall not operate upon any public street within one thousand (1,000) feet of the nearest property line of any property on which a school is located during the school hours between the hours of six thirty a.m. (6:30 a.m.) and five thirty p.m. (5:30 p.m.), as may be amended by such schools, of any school day. This prohibition will not apply if the school principal gives the Food Truck written permission to park on school property. The Food Truck shall provide a copy of that authorization to the City within five (5) days of its receipt prior to operation.
- (i) The Food Truck operator shall not discharge solids or liquids to the street or a storm drain.

5.17.090 - Fees.

An application fee set by resolution of the city council shall be required for formal processing of every application made under this Chapter. The city council is authorized to pass resolutions to recover any and all fees and costs incurred by the administration and implementation of this Chapter through an appropriate fee recovery mechanism.

5.17.100 – Permit Term; Renewal

All permits are valid for one year unless revoked or suspended prior to expiration. An application to renew a permit shall be made not later than 90 days before the expiration of the current permit.

5.17.110. - Appeals.

- (a) Any decision regarding approval, conditional approval, denial, suspension or revocation of a Food Truck License may be appealed to the City Manager, or his or her designee, by an applicant, a permit holder or interested party as follows:
 - (1) If the appellant wishes to appeal a decision to the City Manager, or his or her designee, the appellant must file a written appeal with the Perris City Clerk within ten calendar days of the decision. The written appeal shall specify the person making the appeal, the decision appealed from, shall state the reasons for the appeal, and shall include any evidence in support of the appeal which the applicant seeks to be considered by the City Manager, or his or her

designee. The written appeal shall also include an appeal fee as set by resolution of the city council.

- (2) Notice of the time and place of an appeal hearing shall be providing to the appellant within 30 days of receipt by the Perris City Clerk of the written appeal.
- (3) The appeal hearing shall be held within 60 days of the filing of the written appeal with the Perris City Clerk, unless the 60 day time limit is waived by the appellant, or unless the City Manager, or his or her designee, continues the appeal hearing date for a good cause and upon written notification to the appellant.
- (4) The City Manager, or his or her designee, shall review the facts of the matter, written documents submitted for review, the basis for making the decision which is under appeal, and then determines whether the appealed decision should be reversed or affirmed. The determination made shall be in writing, shall set forth the reasons for the determination, and shall be final unless appealed as provided for below.
- (5) If the appellant wishes to appeal the determination of the City Manager, or his or her designee, then the procedures provided in this section shall be followed for an appeal to the city council, with the exception of the city council may determine to simply affirm by minute order or resolution the determination of the City Manager, or his or her designee, without review, within 60 days of receipt by the Perris City Clerk of the written appeal. Any determination of the city council shall be final.
- (6) The provisions of section 1094.6 of the Code of Civil Procedure sets forth the procedure for judicial review of any final determination. Parties seeking such judicial review shall file such action within 90 days of a determination being made final.

5.17.120. - Service of notices.

All notices required by this Chapter are deemed issued and served upon the date they are either deposited in the United States mail, postage pre-paid, addressed (if to an applicant, a Food Truck operation, or an appellant) to the applicant or Food Truck at the mailing address identified in its application, the last updated address on file with the director's office, or the mailing address on the appeal form; or, the date upon which personal service of the notice is provided to a responsible party.

5.17.130 - Penalty for Violation.

- (a) Any violation of the provisions of this Chapter, at the discretion of the city prosecutor, is punishable as a misdemeanor or an infraction pursuant to Chapter 1.16 of the Perris City Code, except for as preempted by state law; and, any violation of the provisions of this Chapter is subject to administrative citation, at the discretion of the city, pursuant to Chapter 1.18 of the Perris City Code.
- (b) **Public Nuisance.** Any Food Truck that is conducted in violation of any provisions of this Chapter is hereby declared to constitute a public nuisance and, as such, may be abated or enjoined from further operation, in accordance with the procedures set forth in Chapter 7.06 of the Perris City Code. All costs to abate such public nuisance, including attorneys' fees and court costs, shall be paid by the person causing the nuisance, including the Food Truck permittee and the property owner where the nuisance is occurring.
- (c) The remedies described in this section are not mutually exclusive. Pursuit of any one remedy shall not preclude city from availing itself of any or all available administrative, civil, or criminal remedies, at law or equity.
- (d) Any violation of the provisions of this Chapter shall constitute a separate offense for each and every day during which such violation is committed or continued.”

Section 11. Chapter 5.18, “SIDEWALK VENDING,” is hereby added to Title 5 of the Perris Municipal Code as follows:

“Chapter 5.18. - Sidewalk Vending**5.18.010 - Purpose.**

The purpose of this Chapter is to regulate sidewalk vending activities in order to protect public health, safety, and welfare; to ensure the public’s use and enjoyment of natural resources and recreational opportunities; and to prevent an undue concentration of commercial activity that unreasonably interferes with the scenic and natural character of the City’s park while accommodating commercial uses that generally promote an active and social pedestrian environment within appropriate areas of the City of Perris.

5.18.020 - Definitions.

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

“Certified farmers’ market” shall have the same meaning as “certified farmers’ market” as provided in Government Code Section 51038(d)(1), as it may be amended, which is defined as “a location operated in accordance with Chapter 10.5 (commencing with Section 47000) of Division 17 of the Food and Agricultural Code and any regulations adopted pursuant to that chapter.”

“Roaming Sidewalk Vendor” shall have the same meaning as provided in Government Code Section 51036(b), as it may be amended, which is defined as “a sidewalk vendor who moves from place to place and stops only to complete a transaction.” This shall not include Mobile Food Facilities as defined by Chapter 5.17.

“Sidewalk Vending License” shall mean a business license issued for the purpose of Sidewalk Vending pursuant to this Chapter.

“Sidewalk Vending Vehicle or Pushcart” shall mean a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance.

“Sidewalk Vendor” shall have the same meaning as provided in Government Code Section 51036(a), as it may be amended, which is defined as “a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path.” This shall not include Mobile Food Facilities as defined by Chapter 5.17.

“Stationary Sidewalk Vendor” shall have the same meaning as provided in Government Code Section 51036(c), as it may be amended, which is defined as “a sidewalk vendor who vends from a fixed location.” This shall not include Food Trucks as defined by Chapter 5.17.

“Swap meet” shall have the same meaning as “swap meet” as provided in Government Code Section 51038(d)(1), which is defined as “a location operated in accordance with Article 6 (commencing with Section 21660) of Chapter 9 of Division 8 of the Business and Professions Code, and any regulations adopted pursuant to that article.”

“Temporary Activity and Use” shall have the same meaning as the term “temporary special permit” is defined by Government Code Section 51038(d)(2), as it may be amended, which is defined as “a permit issued by the local authority for the temporary use of, or encroachment on, the sidewalk or other public areas, including, but not limited to, an encroachment permit, special event permit, or temporary event permit, for purposes including, but not limited to, filming, parades, or outdoor concerts.” “Temporary Activity and Use” shall also include, but is not limited to, those temporary activities and uses regulated pursuant to Chapter 19.60.

5.18.030 - Sidewalk Vending License.

No person shall operate as a Sidewalk Vendor within the City of Perris without first obtaining a Sidewalk Vending License from the City, except under the following conditions:

- (a) A Sidewalk Vending Vehicle or Pushcart owned or operated by any public agency;
- (b) Persons delivering goods, wares, merchandise, fruits, vegetables, or foodstuffs upon order of, or by agreement with, a customer from a store or other fixed place of business or distribution;
- (c) Vendors participating in farmers markets or other special events as allowed by the city;
- (d) An event at a school facility or an assembly use facility, if the vendor is operating in partnership with the organization conducting the event and is located on the site of the event (i.e., not in the public right-of-way);
- (e) Sidewalk Vendors that only sell, distribute, display, solicit, or offer sale of items that are inherently communicative and have nominal utility apart from its communication (e.g., newspapers, leaflets, pamphlets, buttons, etc.).

5.18.040 - License Term and Renewal.

All permits are valid for one year unless revoked or suspended prior to expiration. An application to renew a permit shall be made not later than 90 days before the expiration of the current permit.

5.18.050 - Application.

- (a) The application for a Sidewalk Vending License shall be signed by the applicant and shall include the following information:

1. The name and current mailing address of the applicant;
 2. A description of the type of food, beverage, or merchandise to be sold, as well as hours of operation and a description of the cart, and any additional information that will explain the proposed use;
 3. A description and photograph (including colors and any signs) of any stand to be used in the operation of the business;
 4. If the applicant is an agent of an individual, company, partnership, or corporation, then the name and business address of the principal;
 5. The applicant shall be encouraged to maintain adequate insurance to cover his or her business operations. However, the applicant shall not be required to maintain such insurance. If such insurance is maintained, then proof of the insurance policy, issued by an insurance company licensed to do business in the state, protecting the permittee and the city from all claims for damages to property and bodily injury, including death, which may arise from operations under or in connection with the permit. Such insurance shall name as additional insured the city and shall provide that the policy shall not terminate or be canceled prior to the expiration date without thirty (30) days advance written notice to the city.
 6. Payment for any fees established pursuant to this Chapter.
- (b) Not later than 10 days after the filing of a completed application for a Sidewalk Vending License, the applicant shall be notified of the decision on the issuance or denial of the Sidewalk Vending License, provided that the City may extend this time period upon notice to the applicant. Fees shall be paid prior to the issuance of a permit.

5.18.060 – General Operational Requirements for Sidewalk Vending.

- (a) All Sidewalk Vendors shall comply with the following operational requirements:
1. All equipment installed in any part of the cart shall be secured in order to prevent movement during transit and to prevent detachment in the event of a collision or overturn.
 2. If applicable, all utensils shall be securely stored in order to prevent their being thrown from the cart or vehicle in the event of a sudden

stop, collision or overturn. A safety knife holder shall be provided to avoid loose storage of knives.

3. If applicable, compressors, auxiliary engines, generators, batteries, battery chargers, gas-fueled water heaters, and similar equipment shall be installed so as to be hidden from view to the extent possible and be easily accessible.
 4. Sidewalk Vendors must possess a valid permit, certificate, or other authorization as required by the County of Riverside Department of Environmental Health if the Sidewalk Vendor intends to sell food or any other item requiring a county Department of Environmental Health permit.
 5. Sidewalk Vendors shall properly dispose of solids or liquids consistent with applicable law, and shall not dispose of solids or liquids by discharging such solids or liquids into the Public Right-of-Way and storm drains.
 6. Operate within five hundred (500) feet of a certified farmers' market or swap meet during the operating hours of that certified farmers' market or swap meet.
 7. Operate within five hundred (500) feet of any public sidewalk, street, right-of-way, or other public property approved for commercial filming or a temporary event or festival.
 8. If operating on Public Property other than City parks, the Sidewalk Vendor shall provide evidence of the Public Property owner's written authorization.
 9. If operating in a state right-of-way, the Sidewalk Vendor shall provide evidence of the state's authorization.
 10. Sidewalk Vending Vehicle or Pushcart shall be stored in a garage or such other licensed storage facility authorized to store Sidewalk Vending Vehicles or Pushcarts during a Sidewalk Vending Vehicle's or Pushcart's regular hours of non-operation.
- (b) All permits shall be displayed in a visible and conspicuous location at all times during the operation of the vending business.

5.18.070 - Stationary Sidewalk Vendor Operational Standards.

In addition to the operational requirements under Section 5.18.060, Stationary Sidewalk Vendors shall not operate under any of the following conditions:

- (a) Leave any stand unattended;
- (b) Store, park, or leave any stand overnight on any public street, sidewalk, or park;
- (c) Sell food or beverages for immediate consumption unless there is a litter receptacle available for patrons' use;
- (d) Leave any location without first disposing of all trash or refuse remaining from sales conducted. Trash and refuse generated by the vending cart operations shall not be disposed of in public trash receptacles;
- (e) Allow any items relating to the operation of the vending business to be placed anywhere other than in, on, or under the stand;
- (f) Set up, maintain, or permit the use of any additional table, crate, carton, rack, or any other device to increase the selling or display capacity of his/her stand where such terms have not been described by his or her application;
- (g) Sell anything other than that which he or she is permitted to sell;
- (h) Sound or permit the sounding of any device that produces any noise in violation of the city's Noise Control Ordinance, Chapter 7.34;
- (i) Operate within fifty (50) feet of a fire hydrant or twenty-five (25) feet of a transit stop;
- (j) Operate within fifty (50) feet of the outer edge of a driveway or vehicular entrance to public or private property in commercial, business park, mixed-use, or industrial zones;
- (k) Vend from the exposed street or alley and/or traffic side of the vending cart;
- (l) Operate in a manner that does not maintain at least four (4) feet of clear space on a public sidewalk;
- (m) Operate as a Stationary Sidewalk Vendor in exclusively residential zones;

- (n) Operate as a Stationary Sidewalk Vendor in any City park for which the City has a signed agreement for concessions that exclusively permits the sale of food or merchandise by the concessionaire(s).
- (o) Operate in violation of any other generally applicable law;
- (p) Display off-site signs. No signs are allowed, except those identifying the name of the product sold (as provided in the application), the name of the vendor, and the posting of prices on the cart. Signs with intermittent, flashing, moving, or blinking light, or varying intensity of light or color, are not permitted.

5.18.080 – Roaming Sidewalk Vendor.

- (a) **Applicability and Exceptions.** The following Roaming Sidewalk Vendors are not subject to the standards in this subsection:
 - (1) A roaming vending vehicle or pushcart owned or operated by any public agency;
 - (2) Persons delivering goods, wares, merchandise, fruits, vegetables, or foodstuffs upon order of, or by agreement with, a customer from a store or other fixed place of business or distribution;
 - (3) Vendors participating in farmers markets or other special events as allowed by the city;
 - (4) An event at a school facility or an assembly use facility, if the vendor is operating in partnership with the organization conducting the event and is located on the site of the event (i.e., not in the public right-of-way);
 - (5) Vendors that only sell, display, distribute, solicit, or offer the sale of items that are inherently communicative and have nominal utility apart from its communication (e.g., newspapers, leaflets, pamphlets, buttons, etc.).
- (b) **Additional Application Requirements.** The application for a Roaming Sidewalk Vendor's permit shall be signed by the applicant and shall include, in addition to the requirements of Section 5.18.050, the following:
 - (1) If applicable, the state vehicle license plate number and the vehicle identification number of the Roaming Sidewalk Vendor vehicle.

- (2) For each person with a ten percent or greater financial interest in the business that operates the Roaming Sidewalk Vendor vehicle, a list, signed under penalty of perjury, of each conviction of such person and whether such conviction was by verdict, plea of guilty, or plea of no contest. The list shall for, each conviction, set forth the date of arrest, the offense charged, and the offense of which the person was convicted. A person who acquires a ten percent or greater financial interest in the business that operates the Roaming Sidewalk Vendor vehicle during the term of the permit issued pursuant to this code shall immediately so notify the director and comply with this subsection.
 - (3) Valid permit issued by the Riverside County Environmental Health Department, if the sidewalk vendor intends to sell food or any other item requiring a county health department permit.
- (c) Operational Standards. In addition to the operational requirements under Section 5.18.070, it shall be prohibited for any Roaming Sidewalk Vendor to operate under any of the following conditions:
- (1) Leave any stand or motor vehicle unattended;
 - (2) Store, park, or leave any stand overnight on any public street or sidewalk, or park any motor vehicle other than in a lawful parking place;
 - (3) Sell food or beverages for immediate consumption unless there is a litter receptacle available for patrons' use;
 - (4) Leave any location without first disposing all trash or refuse remaining from sales conducted. Trash and refuse generated by the vending cart operations shall not be disposed of in public trash receptacles;
 - (5) Discharge solids or liquids to the Public Right-of-Way or dispose of such solids or liquids in a manner inconsistent with applicable law;
 - (6) Allow any items relating to the operation of the vending business to be placed anywhere other than in, on, or under the stand or vehicle;
 - (7) Set up, maintain, or permit the use of any additional table, crate, carton, rack, or any other device to increase the selling or display

capacity of his/her stand where such terms have not been described by his or her application;

- (8) Solicit or conduct business with persons in motor vehicles;
- (9) Sell anything other than that which he or she is permitted to vend;
- (10) Sound or permit the sounding of any device that produces a loud and raucous noise, or any noise in violation of the city's noise ordinance or use or operate any loud speaker, public address system, radio, sound amplifier, or similar device to attract the attention of the public;
- (11) Vend without the insurance coverage previously specified;
- (12) Operate within fifty (50) feet of a fire hydrant or twenty-five (25) feet of a transit stop;
- (13) Operate within twenty-five (25) feet of the outer edge of a driveway or vehicular entrance to public or private property in residential zones;
- (14) Operate within fifty (50) feet of the outer edge of a driveway or vehicular entrance to public or private property in commercial, business park, mixed-use, or industrial zones;
- (15) Vend from the exposed street or alley and/or traffic side of the vending cart or vehicle;
- (16) Vend while parked or stopped illegally;
- (17) Vend from any street parking space other than a space parallel to the curb;
- (18) Operate in a manner that does not maintain four (4) feet of clear space on a public sidewalk;
- (19) Operate in any manner or location that blocks any citizen or service entry or exit from any business or residence;
- (20) If applicable, operate from any motor vehicle not licensed by the department of motor vehicles.

- (21) Display off-site signs. No signs are allowed, except those approved in the application which identify the name of the product or the name of the vendor and the posting of prices on the cart. Signs with intermittent, flashing, moving, blinking light, or varying intensity of light or color, are not permitted.

5.18.090 - Additional Operational Standards in Public Parks.

In addition to the operational standards in this Chapter the following shall also be prohibited for any Sidewalk Vendor operating in a public park:

- (a) Operate outside the hours of operation of the park;
- (b) Operate more than six (6) feet from any walking or bicycling pathway in the park;
- (c) Operate within fifty (50) feet of any other sidewalk vendor in the park;
- (d) Operate on, or within twenty-five (25) feet of, any sports field or playground equipment area;
- (e) Utilize any bench, table, barbeque pit, covered gathering area, or other publicly-owned structure or amenity in the park in any way as part of the sidewalk vending operation;
- (f) Operate within twenty-five (25) feet of any bench, table, barbeque pit, covered gathering area, or other publicly-owned structure or amenity in the park.

5.18.100 - Denial of Application.

Any permit may be denied for any of the following causes:

- (a) Fraud or misrepresentation contained in the application for any permit or license required under this Chapter.
- (b) Failure to submit a complete application pursuant to the requirements of this Chapter.

5.18.110. - Appeals.

- (a) Any decision regarding approval, conditional approval, denial, suspension or revocation of a Sidewalk Vendor License may be appealed to the City

Manager, or his or her designee, by an applicant, a permit holder or interested party as follows:

- (1) If the appellant wishes to appeal a decision to the City Manager, or his or her designee, the appellant must file a written appeal with the Perris City Clerk within ten calendar days of the decision. The written appeal shall specify the person making the appeal, the decision appealed from, shall state the reasons for the appeal, and shall include any evidence in support of the appeal which the applicant seeks to be considered by the City Manager, or his or her designee. The written appeal shall also include an appeal fee as set by resolution of the city council.
- (2) Notice of the time and place of an appeal hearing shall be provided to the appellant within 30 days of receipt by the Perris City Clerk of the written appeal.
- (3) The appeal hearing shall be held within 60 days of the filing of the written appeal with the Perris City Clerk, unless the 60 day time limit is waived by the appellant, or unless the City Manager, or his or her designee, continues the appeal hearing date for good cause and upon written notification to the appellant.
- (4) The City Manager, or his or her designee, shall review the facts of the matter, written documents submitted for review, the basis for making the decision which is under appeal, and then determines whether the appealed decision should be reversed or affirmed. The determination made shall be in writing, shall set forth the reasons for the determination, and shall be final unless appealed as provided for below.
- (5) If the appellant wishes to appeal the determination of the City Manager, or his or her designee, then the procedures provided in this section shall be followed for an appeal to the city council, with the exception of the city council may determine to simply affirm by minute order or resolution the determination of the City Manager, or his or her designee, without review, within 60 days of receipt by the Perris City Clerk of the written appeal. Any determination of the city council shall be final.
- (6) The provisions of section 1094.6 of the Code of Civil Procedure sets forth the procedure for judicial review of any final determination.

Parties seeking such judicial review shall file such action within 90 days of a determination being made final.

5.18.120. - Service of notices.

All notices required by this Chapter are deemed issued and served upon the date they are either deposited in the United States mail, postage pre-paid, addressed (if to an applicant, a commercial marijuana operation, or an appellant) to the applicant or commercial marijuana operation at the mailing address identified in its application, the last updated address on file with the director's office, or the mailing address on the appeal form; or, the date upon which personal service of the notice is provided to a responsible party.

5.18.130 - Penalty for Violation.

A violation of these sidewalk vending requirements, other than failure to possess a valid sidewalk vending permit, is only punishable by the following:

- (a) An administrative fine of one hundred dollars (\$100.00) for a first violation.
- (b) An administrative fine of two hundred dollars (\$200.00) for a second violation within one year of the first violation.
- (c) An administrative fine of five hundred dollars (\$500.00) for each additional violation within one year of the first violation.
- (d) Rescission/revocation of a sidewalk vending permit for the term of that permit upon the fourth violation or subsequent violations.

Administrative fines under this section shall follow the procedures set forth in Chapter 1.18, provided that additional administrative fines and related fees, assessments, or any other financial conditions beyond those authorized in Section 5.18.130 and Section 5.18.140 shall not be assessed.

5.18.140 – Penalty for Vending Without a Permit.

Vending without a Sidewalk Vending License issued by the City is only punishable by the following:

- (a) An administrative fine of two hundred fifty dollars (\$250.00) for a first violation.
- (b) An administrative fine of five hundred dollars (\$500.00) for a second violation within one year of the first violation.

- (c) An administrative fine of one thousand dollars (\$1,000.00) for each additional violation within one year of the first violation.
- (d) Upon proof of a valid Sidewalk Vending License issued by the City, any administrative fines imposed under this subsection for vending without possessing a copy of the permit shall be reduced to the administrative fines set forth in Section 5.18.130.

Administrative fines under this section shall follow the procedures set forth in Chapter 1.18, provided that additional administrative fines and related fees, assessments, or any other financial conditions beyond those authorized in Section 5.18.130 and Section 5.18.140 shall not be assessed.

5.18.150 – Ability to Pay Determination.

All fines imposed pursuant to this Chapter shall be subject to an ability-to-pay determination as described in California Government Code Section 51039(f). Concurrently with issuing a citation for such fines to a person, the City shall provide the person with notice of his or her right to request an ability-to-pay determination and shall make available instructions or other materials for requesting an ability-to-pay determination.

5.18.160 - Fees.

An application fee set by resolution of the city council shall be required for formal processing of every application made under this Chapter. The city council is authorized to pass resolutions to recover any and all fees and costs incurred by the administration and implementation of this Chapter through an appropriate fee recovery mechanism.”

Section 12. Effective Date. This Ordinance shall take effect 30 days after its adoption.

Section 13. Severability. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portions thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases or portions thereof be declared invalid or unconstitutional.

Section 14. Certification. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Perris.

ADOPTED, SIGNED and APPROVED this ___ day of _____, 2020.

Michael Vargas, Mayor

ATTEST:

Nancy Salazar, City Clerk

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
CITY OF PERRIS)

I, Nancy Salazar, City Clerk of the City of Perris that the foregoing Ordinance Number 1388 was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the ___ day of _____, 2020, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:

Nancy Salazar, City Clerk



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: January 28, 2020

SUBJECT: **Ordinance Amendment 19-05144** – A proposal to retitle Perris Municipal Code Chapter 5.06; amend Sections 5.060.010, 5.060.030, 5.06.150, 5.06.300; repeal Sections 5.06.660, 5.06.690, 5.06.720, and 5.04.120 regarding mobile food facilities and pedestrian food vendors; amend Sections 5.06.750, and add Chapters 5.17 to regulate food truck operators and 5.18 to regulate sidewalk vendors.

REQUESTED ACTION: **INTRODUCE First Reading of Ordinance No. (next in order)** to approve Ordinance Amendment 19-05144 to retitle Perris Municipal Code Chapter 5.06; amend Sections 5.060.010, 5.060.030, 5.06.150, 5.06.300; repeal Sections 5.06.660, 5.06.690, 5.06.720, and 5.04.120; and amend Sections 5.06.750, and add Chapters 5.17 to regulate food truck operators and 5.18 to regulate sidewalk vendors.

CONTACT: Kenneth Phung, Planning Manager

BACKGROUND/DISCUSSION:

The City Council at its meeting on December 10, 2019, after receiving public comments and deliberating the comprehensive overhaul of the City's existing food truck operators ordinance (last updated August 2015) and sidewalk vendors ordinance (last updated in 1998) voted to continue this proposed Ordinance Amendment so that staff could further research questions and concerns that were raised, which are as follows:

1. Use of the word "primarily" versus "exclusively" under proposed Section 5.18.070(m) for, prohibiting sidewalk vendors in primarily or exclusively residential areas, as the Downtown Specific Plan (DTSP) has a zoning designation that allows for mixed-use;
2. Provide a map of commercial area and food truck location;
3. Allowance by State guidelines for distance requirement between food trucks and restaurants; and
4. Research viability of time restriction for food trucks during the weekday (Monday through Thursday) to midnight.

USE OF WORD PRIMARILY VERSUS EXCLUSIVELY:

In regards to the use of the word "primarily" (suggested by Councilmember Raab) versus

“exclusively” under proposed Section 5.18.070(m) for not allowing sidewalk vendors in “primarily or exclusively” residential areas, the term “exclusively in residential areas” as it applies to sidewalk vendors is taken directly from Government Code Section 51038. The use of the term “primarily” would serve to also restrict sidewalk vendors in mixed-use areas (i.e., areas with both residential and commercial components); however, State law only allows the City to prohibit in areas that are exclusively residential (i.e., no other uses other than residential uses). Thus, the use of “primarily” would be conflict with State law.

MAP OF COMMERCIAL AREA AND FOOD TRUCK LOCATION:

For the request to provide a map of the commercially zoned area and food truck location, a map has been generated for the Council’s reference. In discussion with the Code Enforcement Division, the majority of the food truck operators park along the north side of Ramona Expressway between Perris Boulevard and Evans Road. Further, one or two food truck operators park at the southeast corner of Perris Boulevard and Orange Avenue and another food truck operator parks at the southeast corner of Goetz Road and Case Road.

DISTANCE BETWEEN FOOD TRUCKS AND RESTAURANTS:

In regards to allowance by the State guidelines for distance requirement between food trucks and restaurants, State law provides that any regulations must be for public safety purposes. However, for the Food Truck operators parking along the north side of Ramona Expressway between Perris Boulevard and Evans, no street parking signs are posted along both sides of Ramona Expressway due to the high speed of traffic for public safety purposes.

Separate from distance requirements for food trucks, staff was informed by the restaurant owner at 120 E. Ramona Expressway, who spoke at the Council meeting, that there are also sidewalk food vendors who station themselves in the sidewalk (i.e., right-of-way) near her business. These sidewalk vendors, if they are stationary sidewalk vendors, would not be able to operate along this sidewalk under the proposed ordinance as they are not able to maintain at least four (4) feet of clear space on a public sidewalk due to the sidewalk width. As for food truck operators park at the southeast corner of Perris Boulevard and Orange Avenue; and at the southeast corner of Goetz Road and Case Road, these locations are permissible until such time the right-of-way is fully improved, and no street parking signs are posted due to high speed and traffic volume as they are designated Arterial Street.

TIME RESTRICTIONS FOR FOOD TRUCKS DURING THE WEEKDAY:

For the viability of time restriction for food trucks during the weekday (Monday through Thursday) to midnight instead of 2:00 am as proposed by the Ordinance Amendment, staff is recommending to leave the time restriction to 2:00 am. The recommendation is based upon discussion with the Code Enforcement Division, which has advised staff that most of the food truck operators are open until 2:00 am, and most if not all of the brick and mortar restaurants closed before midnight on the weekday.

In summary, the main objective of the Ordinance Amendment is to protect public safety in relation to the operation of food trucks while creating an environment where food truck operators can grow

their business to hopefully one-day open a brick and mortar restaurant. Additionally, the Ordinance Amendment is meant to bring the City's regulations relating to sidewalk vendors into compliance with the Senate Bill 946, which restricts the City's ability to prohibit and regulate for sidewalk vendors, while also helping those sidewalk vendors legitimize their operations so that they are viable contributors to the local Perris economy. The Ordinance Amendment includes two modifications from the prior submittal: language was added stating that food trucks can not park on streets where no parking is permissible, and language was added relating to applicable CEQA exemptions.

RECOMMENDATION:

Staff recommends that the City Council introduce the First Reading of Ordinance No. (next in order). The Ordinance will comprehensively overhaul of the City's existing food truck operators regulations and sidewalk vendors regulations to address the growing interest of food truck operators in the City of Perris and to address the passage of Senate Bill 946.

BUDGET (or FISCAL) IMPACT: Cost for staff preparation of this item is covered by the 2019-2020 budget.

Prepared by: Kenneth Phung, Planning Manager

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Finance Director _____

- Attachments:
1. Ordinance No. (Next in order) for Food Truck and Street Vendors
 2. Map of Commercial Area and Food Truck Location
 3. Summary Table for Cities with Food Truck and Street Vendors Ordinance
 4. CC Submittal Report from December 10, 2019

Public Hearing: January 28, 2020

ORDINANCE NO. (next in order)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, RETITLING PERRIS MUNICIPAL CODE CHAPTER 5.06; AMENDING PERRIS MUNICIPAL CODE SECTIONS 5.06.010, 5.06.030, 5.06.150, 5.06.300; REPEALING PERRIS MUNICIPAL CODE SECTIONS 5.06.660, 5.06.690, 5.06.720, AND 5.04.120 REGARDING REGULATIONS OF SALES OF MOBILE FOOD FACILITIES AND REGULATION OF SALES FOR PEDESTRIAN FOOD VENDORS; AMENDING PERRIS MUNICIPAL CODE SECTION 5.06.750; AND ADDING PERRIS MUNICIPAL CODE CHAPTERS 5.17 TO REGULATE FOOD TRUCK OPERATORS AND 5.18 TO REGULATE SIDEWALK VENDORS.

WHEREAS, the City of Perris currently regulates businesses within its jurisdiction pursuant to Title 5 of the Perris Municipal Code; and

WHEREAS, in addition to the regulations imposed by Chapter 5.04 of Title 5 of the Perris Municipal Code, the City Council desires to impose additional regulations upon Food Trucks operating within the City of Perris consistent with the requirements of State law; and

WHEREAS, Section 22455 of the California Vehicle Code allows municipalities to regulate mobile food vending in order to protect public safety and Article XI, Section 7 of the California Constitution extends to municipalities the police power authority to regulate the time, place, and manner of vending from mobile food facilities to protect public safety; and

WHEREAS, the City of Perris finds that mobile food facilities, also commonly known as food trucks, have the potential to pose traffic hazards and special dangers to the public safety of the community; and

WHEREAS, food trucks create the potential for safety hazards, such as blocking sight distances at intersections and crosswalks, encouraging pedestrians and children to cross streets mid-block to reach a vending vehicle, and causing additional conflicts between drivers and pedestrians; and

WHEREAS, operators of food trucks who fail to park their vehicles correctly during a transaction attract prospective buyers onto public roadways, create further traffic and public safety hazards; and

WHEREAS, operators of food trucks who park their vehicles on undeveloped lots create public safety issues because such lots often lack necessary infrastructure improvements such as fire hydrants for fire protection purposes, lighting for nighttime visibility or proper curb-cuts, transition lanes, or traffic signals to provide safe ingress or egress onto a public roadway from such lots; and

EXHIBIT - 1

WHEREAS, operators of food trucks who park their vehicles within one thousand feet of a school during school hours (6:30 am to 5:30 pm) will create further traffic and public safety hazard as there is a significantly greater concentration of students/pedestrian traffic during this time that will create further traffic and public safety issues;

WHEREAS, the City Council desires to update its regulations for food trucks by adding Chapter 5.17 to Title 5 of the Perris Municipal Code to provide food trucks with clear and concise regulations to prevent safety and traffic hazards, as well as to preserve the public safety of the community and to make the corresponding necessary changes to the Perris Municipal Code;

WHEREAS, Senate Bill No. 946 (commencing at Government Code Section 51036 et seq.) provides guidelines and requirements for any regulations imposed by the City upon Sidewalk Vendors, as that term is defined by Senate Bill No. 946, and the City Council desires to adopt regulations consistent with Senate Bill No. 946 by adding Chapter 5.18 to Title 5 of the Perris Municipal Code;

WHEREAS, Sidewalk Vendors operating within the City without the regulations contemplated by this Ordinance present health, safety, and welfare concerns including, but not limited to, the following concerns:

A. Sidewalk vendors who operate without permits from the County of Riverside Department of Environmental Health may not have proper sanitation protocols in place or oversight necessary to ensure proper handling of food that may result in contamination resulting in negative impacts upon public health, safety, or welfare.

B. Sidewalk vendors who park their carts near driveways, walkways, and sidewalks will impede pedestrian movement such that it can negatively impact the public's use and enjoyment of natural resources and recreational opportunities, and potentially negatively impact the ingress and egress of motor vehicles from such driveways.

C. Sidewalk vendors who operate near an ongoing certified farmers market or swap meets create an undue concentration of commercial activity that unreasonably interferes with the scenic and natural character of the park.

THE CITY COUNCIL OF THE CITY OF PERRIS HEREBY ORDAINS AS FOLLOWS:

Section 1. Recitals Incorporated. The foregoing Recitals are true and correct and are incorporated herein as if set forth in full.

Section 2. The City Council of the City of Perris finds that the adoption of this Ordinance is not a “project” for the purposes of CEQA Guidelines Section 15378, as the amendments provide for a regulatory permitting and related administrative procedures that will not result in direct or indirect physical changes in the environment. Additionally, even if this Ordinance is a “project” for the purposes of CEQA, it can be seen with certainty that there is no possibility that it will have a significant effect on the environment. Therefore, this matter is not subject to CEQA.

Section 3. Retitling of Chapter 5.06. Chapter 5.06, “Peddlers and Solicitors,” of Title 5 of the Perris Municipal Code shall be retitled as follows:

“Chapter 5.06 – Solicitors”

Section 4. Amendment to Section 5.06.010. Section 5.06.010, “Definitions,” is hereby amended as follows (~~strikethrough~~ is deleted language while ***bold italics*** is added language):

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

~~*Peddler* means a hawker, vendor or other person who, without appointment thereat, goes from house to house, place to place or in or along the streets of the city selling and making immediate delivery, or offering for sale and immediate delivery any goods, wares, merchandise or anything of value in the possession of the pedler to persons other than manufacturers, wholesalers, jobbers or retailers in such commodities.~~

~~*Pushcart* means any wagon, cart, or similar wheeled container, not a vehicle as defined in the vehicle code for the state, from which food or beverage is offered for sale to the public.~~

Solicitor means a person engaged in soliciting, canvassing, or taking orders from house to house or from place to place or by telephone or by any other means of communication for any goods, wares, merchandise, or any article to be delivered in the future or for services to be performed in the future or making, manufacturing, or repairing any article whatsoever for future delivery or subscriptions to periodicals or tickets of admission or entertainment or membership in any club.”

Section 5. Amendment to Section 5.06.030. Section 5.06.030, “License—Required,” is hereby amended as follows (~~strikethrough~~ is deleted language while ***bold italics*** is added language):

“No person, whether or not a resident of the city, or whether or not the person maintains or is employed at an established place of business, shall engage in the city in the business of

~~peddler or~~ solicitor without first obtaining a license therefor, with the exception of charitable, religious and nonprofit organizations as set forth in section 5.06.330.”

Section 6. Amendment to Section 5.06.150. Section 5.06.150, “Same--Badges,” is hereby amended as follows (~~strikethrough~~ is deleted language while ***bold italics*** is added language):

“The finance director shall issue to each licensee at the time of delivery of his license a badge, which shall be worn continuously by the licensee on the front of his hat or outer garment in such a way as to be conspicuous at all times while the licensee is conducting business in the city pursuant to such license. The badge shall bear the appropriate words, i.e., “licensed solicitor,” ~~or “licensed peddler”~~ the period for which the license is issued, the number of the license in letters and figures clearly discernible. Each licensee shall provide a two-inch by two-inch color passport photograph at the time of issuance of the license for purpose of affixing to said badge for identification.”

Section 7. Amendment to Section 5.06.300. Section 5.06.300, “Same--Fees,” is hereby amended as follows (~~strikethrough~~ is deleted language while ***bold italics*** is added language):

- “(a) At the time the application is filed with the finance department, the applicant shall pay a fee sufficient to cover the cost the city incurs for processing the application, including all costs incidental to the issuance of the license, as well as investigation, inspection, administration, regulation, maintenance of a system of supervision and enforcement.
- (b) The amount of the fee for this license shall be that amount established for businesses with no fixed location which amount shall be set by resolution of the city council, as amended from time to time.
- (c) Each individual ~~peddler, or~~ solicitor whether or not such person maintains or is employed by a business which has a business license from the city, must obtain his own individual license in order to engage in business in the city.
- (d) Senior citizens over the age of 65, juveniles under the age of 18, and veterans physically unable to obtain livelihood by manual labor who qualify under sections 16001 and 16001.5 of the California Business and Professions Code shall be exempt from paying such fee.”

Section 8. Repeal of Sections 5.06.660, 5.06.690, 5.06.720, and 5.04.120. Sections 5.06.660, “REGULATIONS FOR SALES,” 5.06.690, “REGULATION OF SALES FOR PEDESTRIAN FOOD VENDORS,” 5.06.720, “PUSHCART REGULATIONS,” of Chapter 5.06,

and Section 5.04.120, "PERMIT; FOOD VEHICLE," of Chapter 5.04 of Title 5 of the Perris Municipal Code are hereby deleted.

Section 9. Section 5.06.750, "EXEMPTIONS FROM THIS CHAPTER," of Chapter 5.06 of Title 5 of the Perris Municipal Code is hereby amended as follows (~~strikethrough~~ is deleted language while *bold italics* is added language):

- “(a) The provisions of this Chapter shall not apply to:
- (1) Merchants and their employees and agents selling or soliciting at established places of business;
 - (2) Persons invited to call upon private residences by the owner or occupant thereof;
 - (3) Persons licensed and regulated by the state pursuant to sections 12000 et seq. of the Business and Professions Code of the state;
 - (4) Persons selling or soliciting sales of a daily or weekly newspaper as defined in section 6040.5 of the Government Code of the state;
 - (5) Persons soliciting or canvassing for or against any candidate for public office or any ballot measure;
 - (6) Persons soliciting goods to be shipped from outside the state;
 - (7) Seasonal sales of merchandise in the CC and CN zones with a commercial temporary use permit, not to exceed 30 consecutive days;
 - (8) ~~Sales from parked vehicles in public streets in residential areas in accordance with Vehicle Code section 22455, except with the regulation regarding time and manner of operation set forth in section 5.06.450.~~ *“Food Truck” as defined in Chapter 5.17 of Title 5 of the Perris Municipal Code.*
 - (10) *Roaming Sidewalk Vendors as defined in Chapter 5.18 of Title 5 of the Perris Municipal Code.*
 - (11) *Sidewalk Vendors as defined in Chapter 5.18 of Title 5 of the Perris Municipal Code.*
 - (12) *Stationary Sidewalk Vendor as defined in Chapter 5.18 of Title 5 of the Perris Municipal Code.*

- (b) Nothing in subsection (a) of this section shall eliminate the responsibility of participants or vendors to comply with other applicable provisions of this Code or laws of the state relating to the conduct of business or sales within the city, or the requirements imposed by the city for rental of spaces or booths at any of the events listed in subsections (a)(1) through (6) of this section.”

Section 10. Title 5 of the Perris Municipal Code is hereby amended to add the following Chapter 5.17:

“Chapter 5.17. - Food Trucks

5.17.010 - Purpose.

The purpose of this Chapter is to regulate mobile food truck activities in order to protect public safety while accommodating commercial uses that generally promote an active and social pedestrian environment within appropriate areas of the City of Perris. The requirements provided by this Chapter are in addition to any other requirement under any applicable law, including but not limited to Chapter 5.04 of Title 5 of the Perris Municipal Code.

5.17.020 Definitions.

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

“Food Truck” shall mean any motorized device or vehicle by which any person or property may be propelled or moved upon a highway, or which may be drawn or towed by a motorized vehicle, from which food or food products are sold, offered for sale, displayed, bartered, exchanged or otherwise given. This definition shall exclude Sidewalk Vendors, Roaming Sidewalk Vendors, and Stationary Sidewalk Vendors as defined in Section 5.18.020.

“Food Truck Event” shall mean an organized gathering of Food Truck vendors which is open to the general public.

“Food Truck License” shall mean a business license issued for the purpose of mobile vending pursuant to this Chapter.

“Property Owner” shall mean the holder of fee title to a property, whether a person, partnership, corporation or other entity recognized by law, and his/her/its lessees, permittees, assignees or successors in interest.

“Public Property” shall mean any real property owned, leased, operated, or controlled by the City of Perris other than a street, alley, parkway, sidewalk or other area dedicated, identified or used as a public right-of-way.

“Public Right-of-Way” shall mean any public street, road, avenue, highway, named or unnamed alley, lane, court, place, trail, parkway, sidewalk or other public way, operated and/or controlled by the City or other public entity, or subject to an easement owned by or dedicated or granted to the City.

“Temporary Activity and Use” shall mean a Temporary Outdoor Activity or Temporary Use as defined by Chapter 19.60.

“Undeveloped Lot” shall mean a parcel of property as shown on a delineated parcel of land with a separate and distinct number or other delineation on a plat recorded in the office of the county recorder of Riverside County, which is undeveloped and without any improvements necessary to provide utilities to the parcel, fire hydrants within proximity to serve the parcel, adequate street lighting adjacent to the parcel, curb cuts adjacent to the parcel, paved driveways to serve the parcel, or any other similar type of improvements.

5.17.030 - Food Truck License.

- (a) No person shall conduct a Food Truck operation within the City of Perris, without first obtaining a Food Truck License pursuant to this Chapter from the City, except in the following situations:
 - (1) No Food Truck License shall be required when the Food Truck activity is associated with the operation of a City-permitted Temporary Activity and Use, subject to the conditions thereof.
 - (2) No Food Truck License shall be required when the Food Truck activity is limited to a single Food Truck on private property operating solely for private catering purposes and when all of the following provisions are met:
 - (i) The Food Truck is situated entirely on private property.
 - (ii) Service is limited to the guests of the catered event only.
 - (iii) No payment transactions shall occur for individual orders taken by the Food Truck operator.

5.17.040 – Application.

- (a) The application for a Food Truck License shall be signed by the applicant and, in addition to the applicable information required under Chapter 5.04, shall include all of the following information:
1. A description of the type of food, beverage, or merchandise to be sold, as well as hours of operation;
 2. A description of the Food Truck, and any additional information that will explain the proposed use;
 3. A description and photograph (including colors and any signs) of any Food Trucks to be used in the operation of the business;
 4. Valid permit, certificate, or other authorization as required by the County of Riverside Department of Environmental Health;
 5. Payment for any fees established pursuant to this Chapter.
 6. Ownership type (e.g., sole proprietorship, partnership, or corporation);
 7. A declaration under penalty of perjury that the forgoing and the applicable information required to be provided under Chapter 5.04 is, to the best of applicant's knowledge and belief, true and correct, and that applicant has read the application and understands all the conditions as stated therein.
- (b) Information provided in the application will become a matter of public record and will be subject to disclosures, with the exception of Social Security or federal employer identification numbers and any other exceptions permitted by law.
- (c) Not later than 10 days after the filing of a completed application for a Food Truck License, the applicant shall be notified of the decision on the issuance or denial of the license, provided that the City may extend this time period upon notice to the applicant. Fees shall be paid prior to issuance of a permit.

5.17.050 - Health Permit Requirement.

It is unlawful for any person to engage in the activity of operating a Food Truck in the City of Perris without a valid permit, certificate, or other authorization as required by the County of Riverside Department of Environmental Health. A copy of said permit shall be kept in the Food Truck and shall be visible at all times. All

food products sold or provided from a Food Truck shall comply with all applicable food labeling requirements established by the State of California.

5.17.060 – General Operational Standards for Food Trucks.

- (a) No Food Truck shall operate before 7:00 a.m. or after 2:00 a.m., including setup and clean-up, except for private catering functions or special events as described in Section 5.17.030.
- (b) No Food Truck shall operate within two-hundred fifty (250) feet of any off-street Food Truck Event or City-permitted Temporary Activity and Use. Exceptions to this prohibition are allowed when consent is provided within the Temporary Activity and Use permit or permits. In this case, all standards and conditions required by Section 5.17.080 of this Chapter shall apply.
- (c) Food Trucks shall not idle vehicle engines more than five (5) minutes during any one (1) hour time period.
- (d) Food Truck operators shall be responsible for controlling smoke and odors caused by food preparation so as to avoid a public nuisance.
- (e) The operation shall at all times comply with the provisions of the City's Noise Control Ordinance, Chapter 7.34 of Title 7 of the Perris Municipal Code and Section 5.06.450 of Chapter 5.06 of Title 5 of the Perris Municipal Code.
- (f) No temporary lighting shall be provided on the site where the Food Truck is operating, except that localized lighting may be used on or in the Food Trucks for the purpose of inside food preparation and menu illumination, except as otherwise permitted for a Temporary Activity and Use.
- (g) No signage other than that exhibited on the Food Truck may be displayed at the site where the Food Truck is operating. The prohibition shall include any handheld signage and handbills.
- (h) No sales or service of alcohol shall be allowed by Food Trucks unless the Food Truck is duly authorized and licensed by the California Department of Alcohol Beverage and Control to sell or serve alcohol.
- (i) Food Trucks shall comply with all applicable laws, including but not limited to the Perris Municipal Code, State and federal laws.
- (j) The Food Truck operator shall maintain and supply to the City, copies of policies of commercial general liability and automobile liability, in an

amount of no less than \$1,000,000 per occurrence, naming the City as an additional insured.

- (k) Food Trucks shall not operate on any Undeveloped Lot within the City except as part of a City-permitted Temporary Activity and Use.
- (l) Food Trucks shall provide refuse and recycling containers during all hours of Food Truck operations.
- (m) Food Trucks shall be stored in a garage or such other licensed storage facility authorized to store Food Trucks during a Food Truck's regular hours of nonoperation.
- (n) Food Trucks shall not park on streets where parking of vehicles is prohibited.

5.17.070 - Food Trucks on Private Property.

Food Trucks may operate on private properties pursuant to the following additional minimum standards and conditions:

- (a) A minimum of two (2) off-street parking spaces shall be provided for each Food Truck. The parking required herein shall not be reserved, encumbered, or designated to satisfy the off-street parking of another business or activity that is operating on the site at the same time as the Food Truck.
- (b) Additional separate refuse and recycling containers shall be provided on-site during all hours of Food Truck operations. All litter generated within a minimum of a one-hundred (100) foot radius of the site shall be collected prior to closure of the Food Truck operations.
- (c) No overnight parking of Food Trucks shall be allowed on the permitted vending site located on the private property.
- (d) A maximum two-hundred (200) square foot, uncovered seating area may be provided to serve patrons of the Food Truck. All seating areas shall be removed prior to close of business for the day. The seating shall be located in an area of the site that is not landscaped, reserved, encumbered, or designated to satisfy the off street parking of a business or activity that is operating at the same time as the Food Truck, and shall not obstruct any pedestrian or vehicular traffic.

- (e) Permission from a private property owner to operate on the private property. The Food Truck shall bear the burden of showing compliance with this requirement.
- (f) The Food Truck operator shall properly dispose of solids or liquids consistent with applicable law, and shall not dispose of solids or liquids by discharging such solids or liquids into the Public Right-of-Way and storm drains.

5.17.080 - Food Trucks on Public Right-of-Way.

Food Trucks may operate in any legal parking space, provided they comply with all of the following minimum standards and conditions:

- (a) Food Trucks shall be parked directly adjacent to a paved sidewalk, free and clear for pedestrian passage.
- (b) Food service shall be limited solely to that side of the Food Truck facing the adjacent sidewalk.
- (c) The Food Truck shall be in full compliance with all parking and Vehicle Code provisions which apply to the location at which it is parked, including the maximum allowed parking time limit for the parking space(s) occupied.
- (d) The Food Truck operations shall not obstruct pedestrian or vehicular traffic.
- (e) The Food Truck operator shall not encroach onto a public sidewalk with any part of the vehicle or any other equipment or furniture related to the operation of its business, except for required refuse and recycling receptacles, provided they maintain a clear four (4) foot pedestrian walkway.
- (f) No Food Truck operator shall conduct business unless he or she maintains clearly designated refuse and recycling receptacle(s) in the immediate vicinity of the vehicle. Such receptacles shall be marked with a sign requesting use by patrons. Prior to leaving a location or moving the Food Truck more than fifty (50) feet, the Food Truck Operator shall pick up, remove and dispose of all trash generated by the Food Truck operations within one-hundred (100) feet of the Food Truck.
- (g) No Food Truck shall operate in such a way so as to cause an unacceptable reduction in sight distance, as provided in the latest edition of the California Department of Transportation's Highway Design Manual, for any cross

street, crosswalk, driveway or any other similar location where traffic, be it vehicular, pedestrian or bicycle, can be expected to enter the street.

- (h) Food Trucks shall not operate upon any public street within one thousand (1,000) feet of the nearest property line of any property on which a school is located during the school hours between the hours of six thirty a.m. (6:30 a.m.) and five thirty p.m. (5:30 p.m.), as may be amended by such schools, of any school day. This prohibition will not apply if the school principal gives the Food Truck written permission to park on school property. The Food Truck shall provide a copy of that authorization to the City within five (5) days of its receipt prior to operation.
- (i) The Food Truck operator shall not discharge solids or liquids to the street or a storm drain.

5.17.090 - Fees.

An application fee set by resolution of the city council shall be required for formal processing of every application made under this Chapter. The city council is authorized to pass resolutions to recover any and all fees and costs incurred by the administration and implementation of this Chapter through an appropriate fee recovery mechanism.

5.17.100 – Permit Term; Renewal

All permits are valid for one year unless revoked or suspended prior to expiration. An application to renew a permit shall be made not later than 90 days before the expiration of the current permit.

5.17.110. - Appeals.

- (a) Any decision regarding approval, conditional approval, denial, suspension or revocation of a Food Truck License may be appealed to the City Manager, or his or her designee, by an applicant, a permit holder or interested party as follows:
 - (1) If the appellant wishes to appeal a decision to the City Manager, or his or her designee, the appellant must file a written appeal with the Perris City Clerk within ten calendar days of the decision. The written appeal shall specify the person making the appeal, the decision appealed from, shall state the reasons for the appeal, and shall include any evidence in support of the appeal which the applicant seeks to be considered by the City Manager, or his or her

designee. The written appeal shall also include an appeal fee as set by resolution of the city council.

- (2) Notice of the time and place of an appeal hearing shall be providing to the appellant within 30 days of receipt by the Perris City Clerk of the written appeal.
- (3) The appeal hearing shall be held within 60 days of the filing of the written appeal with the Perris City Clerk, unless the 60 day time limit is waived by the appellant, or unless the City Manager, or his or her designee, continues the appeal hearing date for a good cause and upon written notification to the appellant.
- (4) The City Manager, or his or her designee, shall review the facts of the matter, written documents submitted for review, the basis for making the decision which is under appeal, and then determines whether the appealed decision should be reversed or affirmed. The determination made shall be in writing, shall set forth the reasons for the determination, and shall be final unless appealed as provided for below.
- (5) If the appellant wishes to appeal the determination of the City Manager, or his or her designee, then the procedures provided in this section shall be followed for an appeal to the city council, with the exception of the city council may determine to simply affirm by minute order or resolution the determination of the City Manager, or his or her designee, without review, within 60 days of receipt by the Perris City Clerk of the written appeal. Any determination of the city council shall be final.
- (6) The provisions of section 1094.6 of the Code of Civil Procedure sets forth the procedure for judicial review of any final determination. Parties seeking such judicial review shall file such action within 90 days of a determination being made final.

5.17.120. - Service of notices.

All notices required by this Chapter are deemed issued and served upon the date they are either deposited in the United States mail, postage pre-paid, addressed (if to an applicant, a Food Truck operation, or an appellant) to the applicant or Food Truck at the mailing address identified in its application, the last updated address on file with the director's office, or the mailing address on the appeal form; or, the date upon which personal service of the notice is provided to a responsible party.

5.17.130 - Penalty for Violation.

- (a) Any violation of the provisions of this Chapter, at the discretion of the city prosecutor, is punishable as a misdemeanor or an infraction pursuant to Chapter 1.16 of the Perris City Code, except for as preempted by state law; and, any violation of the provisions of this Chapter is subject to administrative citation, at the discretion of the city, pursuant to Chapter 1.18 of the Perris City Code.
- (b) **Public Nuisance.** Any Food Truck that is conducted in violation of any provisions of this Chapter is hereby declared to constitute a public nuisance and, as such, may be abated or enjoined from further operation, in accordance with the procedures set forth in Chapter 7.06 of the Perris City Code. All costs to abate such public nuisance, including attorneys' fees and court costs, shall be paid by the person causing the nuisance, including the Food Truck permittee and the property owner where the nuisance is occurring.
- (c) The remedies described in this section are not mutually exclusive. Pursuit of any one remedy shall not preclude city from availing itself of any or all available administrative, civil, or criminal remedies, at law or equity.
- (d) Any violation of the provisions of this Chapter shall constitute a separate offense for each and every day during which such violation is committed or continued.”

Section 11. Chapter 5.18, “SIDEWALK VENDING,” is hereby added to Title 5 of the Perris Municipal Code as follows:

“Chapter 5.18. - Sidewalk Vending**5.18.010 - Purpose.**

The purpose of this Chapter is to regulate sidewalk vending activities in order to protect public health, safety, and welfare; to ensure the public’s use and enjoyment of natural resources and recreational opportunities; and to prevent an undue concentration of commercial activity that unreasonably interferes with the scenic and natural character of the City’s park while accommodating commercial uses that generally promote an active and social pedestrian environment within appropriate areas of the City of Perris.

5.18.020 - Definitions.

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

“Certified farmers’ market” shall have the same meaning as “certified farmers’ market” as provided in Government Code Section 51038(d)(1), as it may be amended, which is defined as “a location operated in accordance with Chapter 10.5 (commencing with Section 47000) of Division 17 of the Food and Agricultural Code and any regulations adopted pursuant to that chapter.”

“Roaming Sidewalk Vendor” shall have the same meaning as provided in Government Code Section 51036(b), as it may be amended, which is defined as “a sidewalk vendor who moves from place to place and stops only to complete a transaction.” This shall not include Mobile Food Facilities as defined by Chapter 5.17.

“Sidewalk Vending License” shall mean a business license issued for the purpose of Sidewalk Vending pursuant to this Chapter.

“Sidewalk Vending Vehicle or Pushcart” shall mean a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance.

“Sidewalk Vendor” shall have the same meaning as provided in Government Code Section 51036(a), as it may be amended, which is defined as “a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path.” This shall not include Mobile Food Facilities as defined by Chapter 5.17.

“Stationary Sidewalk Vendor” shall have the same meaning as provided in Government Code Section 51036(c), as it may be amended, which is defined as “a sidewalk vendor who vends from a fixed location.” This shall not include Food Trucks as defined by Chapter 5.17.

“Swap meet” shall have the same meaning as “swap meet” as provided in Government Code Section 51038(d)(1), which is defined as “a location operated in accordance with Article 6 (commencing with Section 21660) of Chapter 9 of Division 8 of the Business and Professions Code, and any regulations adopted pursuant to that article.”

“Temporary Activity and Use” shall have the same meaning as the term “temporary special permit” is defined by Government Code Section 51038(d)(2), as it may be amended, which is defined as “a permit issued by the local authority for the temporary use of, or encroachment on, the sidewalk or other public areas, including, but not limited to, an encroachment permit, special event permit, or temporary event permit, for purposes including, but not limited to, filming, parades, or outdoor concerts.” “Temporary Activity and Use” shall also include, but is not limited to, those temporary activities and uses regulated pursuant to Chapter 19.60.

5.18.030 - Sidewalk Vending License.

No person shall operate as a Sidewalk Vendor within the City of Perris without first obtaining a Sidewalk Vending License from the City, except under the following conditions:

- (a) A Sidewalk Vending Vehicle or Pushcart owned or operated by any public agency;
- (b) Persons delivering goods, wares, merchandise, fruits, vegetables, or foodstuffs upon order of, or by agreement with, a customer from a store or other fixed place of business or distribution;
- (c) Vendors participating in farmers markets or other special events as allowed by the city;
- (d) An event at a school facility or an assembly use facility, if the vendor is operating in partnership with the organization conducting the event and is located on the site of the event (i.e., not in the public right-of-way);
- (e) Sidewalk Vendors that only sell, distribute, display, solicit, or offer sale of items that are inherently communicative and have nominal utility apart from its communication (e.g., newspapers, leaflets, pamphlets, buttons, etc.).

5.18.040 - License Term and Renewal.

All permits are valid for one year unless revoked or suspended prior to expiration. An application to renew a permit shall be made not later than 90 days before the expiration of the current permit.

5.18.050 - Application.

- (a) The application for a Sidewalk Vending License shall be signed by the applicant and shall include the following information:

1. The name and current mailing address of the applicant;
 2. A description of the type of food, beverage, or merchandise to be sold, as well as hours of operation and a description of the cart, and any additional information that will explain the proposed use;
 3. A description and photograph (including colors and any signs) of any stand to be used in the operation of the business;
 4. If the applicant is an agent of an individual, company, partnership, or corporation, then the name and business address of the principal;
 5. The applicant shall be encouraged to maintain adequate insurance to cover his or her business operations. However, the applicant shall not be required to maintain such insurance. If such insurance is maintained, then proof of the insurance policy, issued by an insurance company licensed to do business in the state, protecting the permittee and the city from all claims for damages to property and bodily injury, including death, which may arise from operations under or in connection with the permit. Such insurance shall name as additional insured the city and shall provide that the policy shall not terminate or be canceled prior to the expiration date without thirty (30) days advance written notice to the city.
 6. Payment for any fees established pursuant to this Chapter.
- (b) Not later than 10 days after the filing of a completed application for a Sidewalk Vending License, the applicant shall be notified of the decision on the issuance or denial of the Sidewalk Vending License, provided that the City may extend this time period upon notice to the applicant. Fees shall be paid prior to the issuance of a permit.

5.18.060 – General Operational Requirements for Sidewalk Vending.

- (a) All Sidewalk Vendors shall comply with the following operational requirements:
1. All equipment installed in any part of the cart shall be secured in order to prevent movement during transit and to prevent detachment in the event of a collision or overturn.
 2. If applicable, all utensils shall be securely stored in order to prevent their being thrown from the cart or vehicle in the event of a sudden

stop, collision or overturn. A safety knife holder shall be provided to avoid loose storage of knives.

3. If applicable, compressors, auxiliary engines, generators, batteries, battery chargers, gas-fueled water heaters, and similar equipment shall be installed so as to be hidden from view to the extent possible and be easily accessible.
 4. Sidewalk Vendors must possess a valid permit, certificate, or other authorization as required by the County of Riverside Department of Environmental Health if the Sidewalk Vendor intends to sell food or any other item requiring a county Department of Environmental Health permit.
 5. Sidewalk Vendors shall properly dispose of solids or liquids consistent with applicable law, and shall not dispose of solids or liquids by discharging such solids or liquids into the Public Right-of-Way and storm drains.
 6. Operate within five hundred (500) feet of a certified farmers' market or swap meet during the operating hours of that certified farmers' market or swap meet.
 7. Operate within five hundred (500) feet of any public sidewalk, street, right-of-way, or other public property approved for commercial filming or a temporary event or festival.
 8. If operating on Public Property other than City parks, the Sidewalk Vendor shall provide evidence of the Public Property owner's written authorization.
 9. If operating in a state right-of-way, the Sidewalk Vendor shall provide evidence of the state's authorization.
 10. Sidewalk Vending Vehicle or Pushcart shall be stored in a garage or such other licensed storage facility authorized to store Sidewalk Vending Vehicles or Pushcarts during a Sidewalk Vending Vehicle's or Pushcart's regular hours of non-operation.
- (b) All permits shall be displayed in a visible and conspicuous location at all times during the operation of the vending business.

5.18.070 - Stationary Sidewalk Vendor Operational Standards.

In addition to the operational requirements under Section 5.18.060, Stationary Sidewalk Vendors shall not operate under any of the following conditions:

- (a) Leave any stand unattended;
- (b) Store, park, or leave any stand overnight on any public street, sidewalk, or park;
- (c) Sell food or beverages for immediate consumption unless there is a litter receptacle available for patrons' use;
- (d) Leave any location without first disposing of all trash or refuse remaining from sales conducted. Trash and refuse generated by the vending cart operations shall not be disposed of in public trash receptacles;
- (e) Allow any items relating to the operation of the vending business to be placed anywhere other than in, on, or under the stand;
- (f) Set up, maintain, or permit the use of any additional table, crate, carton, rack, or any other device to increase the selling or display capacity of his/her stand where such terms have not been described by his or her application;
- (g) Sell anything other than that which he or she is permitted to sell;
- (h) Sound or permit the sounding of any device that produces any noise in violation of the city's Noise Control Ordinance, Chapter 7.34;
- (i) Operate within fifty (50) feet of a fire hydrant or twenty-five (25) feet of a transit stop;
- (j) Operate within fifty (50) feet of the outer edge of a driveway or vehicular entrance to public or private property in commercial, business park, mixed-use, or industrial zones;
- (k) Vend from the exposed street or alley and/or traffic side of the vending cart;
- (l) Operate in a manner that does not maintain at least four (4) feet of clear space on a public sidewalk;
- (m) Operate as a Stationary Sidewalk Vendor in exclusively residential zones;

- (n) Operate as a Stationary Sidewalk Vendor in any City park for which the City has a signed agreement for concessions that exclusively permits the sale of food or merchandise by the concessionaire(s).
- (o) Operate in violation of any other generally applicable law;
- (p) Display off-site signs. No signs are allowed, except those identifying the name of the product sold (as provided in the application), the name of the vendor, and the posting of prices on the cart. Signs with intermittent, flashing, moving, or blinking light, or varying intensity of light or color, are not permitted.

5.18.080 – Roaming Sidewalk Vendor.

- (a) **Applicability and Exceptions.** The following Roaming Sidewalk Vendors are not subject to the standards in this subsection:
 - (1) A roaming vending vehicle or pushcart owned or operated by any public agency;
 - (2) Persons delivering goods, wares, merchandise, fruits, vegetables, or foodstuffs upon order of, or by agreement with, a customer from a store or other fixed place of business or distribution;
 - (3) Vendors participating in farmers markets or other special events as allowed by the city;
 - (4) An event at a school facility or an assembly use facility, if the vendor is operating in partnership with the organization conducting the event and is located on the site of the event (i.e., not in the public right-of-way);
 - (5) Vendors that only sell, display, distribute, solicit, or offer the sale of items that are inherently communicative and have nominal utility apart from its communication (e.g., newspapers, leaflets, pamphlets, buttons, etc.).
- (b) **Additional Application Requirements.** The application for a Roaming Sidewalk Vendor's permit shall be signed by the applicant and shall include, in addition to the requirements of Section 5.18.050, the following:
 - (1) If applicable, the state vehicle license plate number and the vehicle identification number of the Roaming Sidewalk Vendor vehicle.

- (2) For each person with a ten percent or greater financial interest in the business that operates the Roaming Sidewalk Vendor vehicle, a list, signed under penalty of perjury, of each conviction of such person and whether such conviction was by verdict, plea of guilty, or plea of no contest. The list shall for, each conviction, set forth the date of arrest, the offense charged, and the offense of which the person was convicted. A person who acquires a ten percent or greater financial interest in the business that operates the Roaming Sidewalk Vendor vehicle during the term of the permit issued pursuant to this code shall immediately so notify the director and comply with this subsection.
 - (3) Valid permit issued by the Riverside County Environmental Health Department, if the sidewalk vendor intends to sell food or any other item requiring a county health department permit.
- (c) Operational Standards. In addition to the operational requirements under Section 5.18.070, it shall be prohibited for any Roaming Sidewalk Vendor to operate under any of the following conditions:
- (1) Leave any stand or motor vehicle unattended;
 - (2) Store, park, or leave any stand overnight on any public street or sidewalk, or park any motor vehicle other than in a lawful parking place;
 - (3) Sell food or beverages for immediate consumption unless there is a litter receptacle available for patrons' use;
 - (4) Leave any location without first disposing all trash or refuse remaining from sales conducted. Trash and refuse generated by the vending cart operations shall not be disposed of in public trash receptacles;
 - (5) Discharge solids or liquids to the Public Right-of-Way or dispose of such solids or liquids in a manner inconsistent with applicable law;
 - (6) Allow any items relating to the operation of the vending business to be placed anywhere other than in, on, or under the stand or vehicle;
 - (7) Set up, maintain, or permit the use of any additional table, crate, carton, rack, or any other device to increase the selling or display

capacity of his/her stand where such terms have not been described by his or her application;

- (8) Solicit or conduct business with persons in motor vehicles;
- (9) Sell anything other than that which he or she is permitted to vend;
- (10) Sound or permit the sounding of any device that produces a loud and raucous noise, or any noise in violation of the city's noise ordinance or use or operate any loud speaker, public address system, radio, sound amplifier, or similar device to attract the attention of the public;
- (11) Vend without the insurance coverage previously specified;
- (12) Operate within fifty (50) feet of a fire hydrant or twenty-five (25) feet of a transit stop;
- (13) Operate within twenty-five (25) feet of the outer edge of a driveway or vehicular entrance to public or private property in residential zones;
- (14) Operate within fifty (50) feet of the outer edge of a driveway or vehicular entrance to public or private property in commercial, business park, mixed-use, or industrial zones;
- (15) Vend from the exposed street or alley and/or traffic side of the vending cart or vehicle;
- (16) Vend while parked or stopped illegally;
- (17) Vend from any street parking space other than a space parallel to the curb;
- (18) Operate in a manner that does not maintain four (4) feet of clear space on a public sidewalk;
- (19) Operate in any manner or location that blocks any citizen or service entry or exit from any business or residence;
- (20) If applicable, operate from any motor vehicle not licensed by the department of motor vehicles.

- (21) Display off-site signs. No signs are allowed, except those approved in the application which identify the name of the product or the name of the vendor and the posting of prices on the cart. Signs with intermittent, flashing, moving, blinking light, or varying intensity of light or color, are not permitted.

5.18.090 - Additional Operational Standards in Public Parks.

In addition to the operational standards in this Chapter the following shall also be prohibited for any Sidewalk Vendor operating in a public park:

- (a) Operate outside the hours of operation of the park;
- (b) Operate more than six (6) feet from any walking or bicycling pathway in the park;
- (c) Operate within fifty (50) feet of any other sidewalk vendor in the park;
- (d) Operate on, or within twenty-five (25) feet of, any sports field or playground equipment area;
- (e) Utilize any bench, table, barbeque pit, covered gathering area, or other publicly-owned structure or amenity in the park in any way as part of the sidewalk vending operation;
- (f) Operate within twenty-five (25) feet of any bench, table, barbeque pit, covered gathering area, or other publicly-owned structure or amenity in the park.

5.18.100 - Denial of Application.

Any permit may be denied for any of the following causes:

- (a) Fraud or misrepresentation contained in the application for any permit or license required under this Chapter.
- (b) Failure to submit a complete application pursuant to the requirements of this Chapter.

5.18.110. - Appeals.

- (a) Any decision regarding approval, conditional approval, denial, suspension or revocation of a Sidewalk Vendor License may be appealed to the City

Manager, or his or her designee, by an applicant, a permit holder or interested party as follows:

- (1) If the appellant wishes to appeal a decision to the City Manager, or his or her designee, the appellant must file a written appeal with the Perris City Clerk within ten calendar days of the decision. The written appeal shall specify the person making the appeal, the decision appealed from, shall state the reasons for the appeal, and shall include any evidence in support of the appeal which the applicant seeks to be considered by the City Manager, or his or her designee. The written appeal shall also include an appeal fee as set by resolution of the city council.
- (2) Notice of the time and place of an appeal hearing shall be provided to the appellant within 30 days of receipt by the Perris City Clerk of the written appeal.
- (3) The appeal hearing shall be held within 60 days of the filing of the written appeal with the Perris City Clerk, unless the 60 day time limit is waived by the appellant, or unless the City Manager, or his or her designee, continues the appeal hearing date for good cause and upon written notification to the appellant.
- (4) The City Manager, or his or her designee, shall review the facts of the matter, written documents submitted for review, the basis for making the decision which is under appeal, and then determines whether the appealed decision should be reversed or affirmed. The determination made shall be in writing, shall set forth the reasons for the determination, and shall be final unless appealed as provided for below.
- (5) If the appellant wishes to appeal the determination of the City Manager, or his or her designee, then the procedures provided in this section shall be followed for an appeal to the city council, with the exception of the city council may determine to simply affirm by minute order or resolution the determination of the City Manager, or his or her designee, without review, within 60 days of receipt by the Perris City Clerk of the written appeal. Any determination of the city council shall be final.
- (6) The provisions of section 1094.6 of the Code of Civil Procedure sets forth the procedure for judicial review of any final determination.

Parties seeking such judicial review shall file such action within 90 days of a determination being made final.

5.18.120. - Service of notices.

All notices required by this Chapter are deemed issued and served upon the date they are either deposited in the United States mail, postage pre-paid, addressed (if to an applicant, a commercial marijuana operation, or an appellant) to the applicant or commercial marijuana operation at the mailing address identified in its application, the last updated address on file with the director's office, or the mailing address on the appeal form; or, the date upon which personal service of the notice is provided to a responsible party.

5.18.130 - Penalty for Violation.

A violation of these sidewalk vending requirements, other than failure to possess a valid sidewalk vending permit, is only punishable by the following:

- (a) An administrative fine of one hundred dollars (\$100.00) for a first violation.
- (b) An administrative fine of two hundred dollars (\$200.00) for a second violation within one year of the first violation.
- (c) An administrative fine of five hundred dollars (\$500.00) for each additional violation within one year of the first violation.
- (d) Rescission/revocation of a sidewalk vending permit for the term of that permit upon the fourth violation or subsequent violations.

Administrative fines under this section shall follow the procedures set forth in Chapter 1.18, provided that additional administrative fines and related fees, assessments, or any other financial conditions beyond those authorized in Section 5.18.130 and Section 5.18.140 shall not be assessed.

5.18.140 – Penalty for Vending Without a Permit.

Vending without a Sidewalk Vending License issued by the City is only punishable by the following:

- (a) An administrative fine of two hundred fifty dollars (\$250.00) for a first violation.
- (b) An administrative fine of five hundred dollars (\$500.00) for a second violation within one year of the first violation.

- (c) An administrative fine of one thousand dollars (\$1,000.00) for each additional violation within one year of the first violation.
- (d) Upon proof of a valid Sidewalk Vending License issued by the City, any administrative fines imposed under this subsection for vending without possessing a copy of the permit shall be reduced to the administrative fines set forth in Section 5.18.130.

Administrative fines under this section shall follow the procedures set forth in Chapter 1.18, provided that additional administrative fines and related fees, assessments, or any other financial conditions beyond those authorized in Section 5.18.130 and Section 5.18.140 shall not be assessed.

5.18.150 – Ability to Pay Determination.

All fines imposed pursuant to this Chapter shall be subject to an ability-to-pay determination as described in California Government Code Section 51039(f). Concurrently with issuing a citation for such fines to a person, the City shall provide the person with notice of his or her right to request an ability-to-pay determination and shall make available instructions or other materials for requesting an ability-to-pay determination.

5.18.160 - Fees.

An application fee set by resolution of the city council shall be required for formal processing of every application made under this Chapter. The city council is authorized to pass resolutions to recover any and all fees and costs incurred by the administration and implementation of this Chapter through an appropriate fee recovery mechanism.”

Section 12. Effective Date. This Ordinance shall take effect 30 days after its adoption.

Section 13. Severability. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portions thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases or portions thereof be declared invalid or unconstitutional.

Section 14. Certification. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Perris.

ADOPTED, SIGNED and APPROVED this ___ day of _____, 2019.

Michael Vargas, Mayor

ATTEST:

Nancy Salazar, City Clerk

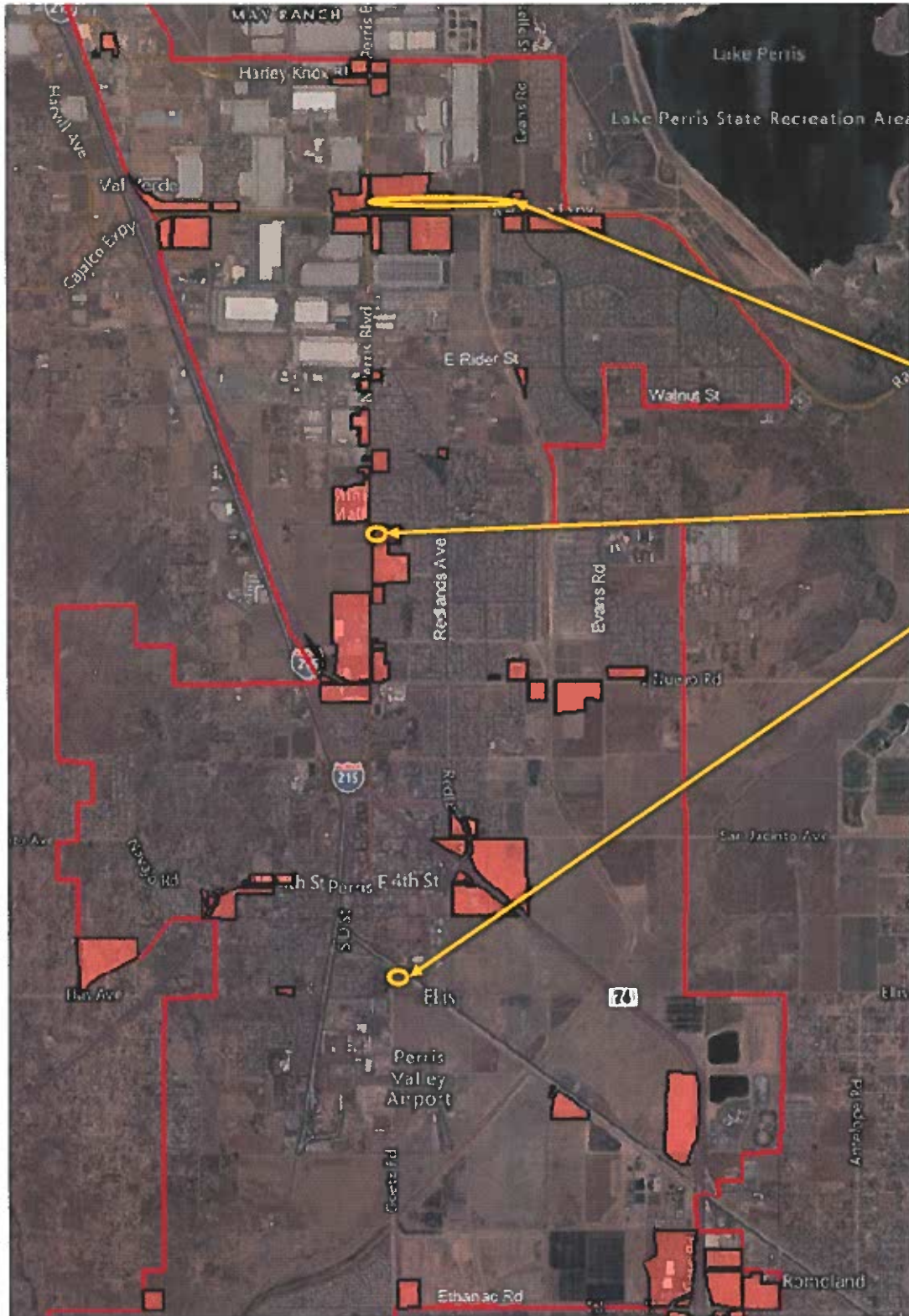
STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
CITY OF PERRIS)

I, Nancy Salazar, City Clerk of the City of Perris that the foregoing Ordinance Number ___ was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the ___ day of _____, 2019, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:

Nancy Salazar, City Clerk

MAP OF COMMERCIAL AREA AND FOOD TRUCK LOCATION



Food Truck Location:

1. North side of Ramona Expressway between Perris Blvd and Evans Rd
2. Southeast corner of Perris Blvd and Orange Ave
3. Southeast corner of Goetz Rd and Case Rd

Food Trucks	Code Section	Bus License?	Insurance	Trash receptacle	Hours of Operation	Signage	Zoning	Distance Requirements	Restroom distance
City of LA	Sec 80.73	Yes		Yes			1 hr per residential/comm location	100 ft intersection	
Corona	No Regulations								
Escondido (old)	Article 7 16-405	Yes (Catered events only)		no less than 2	4 hours a day max	Only on vehicle	Industrial		Within 200 ft
Hesperia	16.16.061	Yes + Mobile Vending License		within 50 feet	8am-9pm in residential	1 mobile sign	2hrs per location, 500ft to next location	500ft from any restaurants	Within 200 ft
Lake Elsinore (old)	5.33	Yes (Catered events only)	Yes	Yes + recycling	7 am - 10 pm	Only on vehicle	Commercial/Manufacturing	250ft from City events	
Menifee	No Regulations								
Murrieta	No Regulations								
Palm Desert/Springs	5.97	Yes + Vehicle License permit	Yes	within 15 feet	9am-5pm or 9am-7pm	Only on vehicle	Doesn't apply to construction sites	1,500ft school, 750ft business	Within 200 ft
Riverside City	5.36 (vehicles only)			within 25 feet				1,000ft school, 300ft business	
Riverside County	8.112	Yes (TUP if only doing events)	Yes	within 20 feet		Only on vehicle			
Santa Ana	Article XIV Sec 36-700	Yes	Yes	within 50 feet		Only on vehicle	Roads < 35mph only Com/Man Zone	500ft school/park, 100ft crosswalk	Within 200 ft
Peris	5.06; 750; 5.17; 5.18	Yes	Yes	Yes	7am-2am	Only on vehicle		1,000ft school, 250ft from on-site food truck event	Within 200 ft
Mobile Cart Street	Bus License	Residential Zones	Distance requirements					Side walk	Trash receptable
Calabasas	Yes + Vending permit	No stop unless for sale 9-5pm	500 ft from Farmer's market, swap meet, TUP event				Keep 2 ft sidewalk width for ADA	Only those with slope < 5%	
Hemet	yes, 6 months period	May not stop unless for sale	100 ft school, 200 ft City Buildings/police/fire, 10ft crosswalk/hydrant/driveway, 25ft entrance to building.					Paved sidewalks ONLY, 3ft from curb	Yes, within 10 feet
Hesperia	Yes + Vending permit	Prohibited in residential	25 ft bus stop, 50 ft fire hydrant/driveway, 500ft farmers market/TUP				Insurance required	Cart = 4ft wide, 8ft height + length	Yes
Menifee	Yes + Vending permit	No stop unless for sale 9-5pm	200ft TUP/school, 25ft another vendor, 200ft police/fire/church/farmers market, 100ft playground area					4ft path min ADA. Sidewalks only	Yes
Peris	Yes + Vending permit	Yes	500ft from a certified farmers market, 50ft fire hydrant, 25ft transit stop, 50ft from driveway					4ft path min ADA. Sidewalks & Private	Yes



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: December 10, 2019

SUBJECT: **Ordinance Amendment 19-05144** – A proposal to retitle Perris Municipal Code Chapter 5.06; amend Sections 5.060.010, 5.060.030, 5.06.150, 5.06.300; repeal Sections 5.06.660, 5.06.690, 5.06.720, and 5.04.120 regarding mobile food facilities and pedestrian food vendors; amend Sections 5.06.750, and add Chapters 5.17 to regulate food truck operators and 5.18 to regulate sidewalk vendors.

REQUESTED ACTION: **INTRODUCE First Reading of Ordinance No. (next in order)** to approve Ordinance Amendment 19-05144 to retitle Perris Municipal Code Chapter 5.06; amend Sections 5.060.010, 5.060.030, 5.06.150, 5.06.300; repeal Sections 5.06.660, 5.06.690, 5.06.720, and 5.04.120; and amend Sections 5.06.750, and add Chapters 5.17 to regulate food truck operators and 5.18 to regulate sidewalk vendors.

CONTACT: Kenneth Phung, Planning Manager

BACKGROUND/DISCUSSION:

Per the direction of the City Council, Planning staff and the City Attorney's Office drafted a comprehensive overhaul of the City's existing food truck operators Ordinance (last updated August 2015) and sidewalk vendors Ordinance (last updated in 1998) to address the growing interest of food truck operators anticipating to operate within the City of Perris and the passage of Senate Bill 946, which limits how cities can regulate sidewalk vendors as summarized below:

1. No outright prohibition of sidewalk vendors from operating in public parks.
2. No prohibition of where sidewalk vendors can operate unless there is a health, safety, or welfare concern.
3. No requirement for permission from adjacent businesses to operate along a sidewalk.

On July 19, 2019, City Staff conducted an outreach meeting with the community, which included: food truck operators and sidewalk vendors through TODEC (Training Occupational Development Educating Communities). TODEC is a grassroots community based non-profit organization that has been serving migrant communities in Riverside, San Bernardino, and Imperial Counties since 1984. In addition, staff reached out to an advocate for the food truck and sidewalk vendors, to obtain feedback on the Ordinance.

The updated Ordinance will retitle, repeal and amend various sections of the Perris Municipal Code regarding outdated regulations of mobile food facilities and pedestrian food vendors; amend various sections of Chapter 5.06 so that the current "Peddlers & Solicitors" regulations will only have guidelines for solicitors, and add new Chapters 5.17 to regulate food truck operators and 5.18 to regulate sidewalk vendors, as further detailed below. Staff has also prepared a summary matrix for regulations of other cities with known food truck operators and sidewalk vendors, but it should be noted that since this is an emerging business, the code may not reflect legislation that has recently passed.

FOOD TRUCK OPERATORS

The food truck ordinance has been comprehensively overhauled to regulate food truck operators, with separate regulations for operators in the right-of-way and on private property with the following notable stipulations.

General Requirements:

- Maintain a business license with the City of Perris;
- Obtain valid permit, certificate, or other authorization as required by the County of Riverside Department of Environmental Health;
- Prohibit Food Trucks from operating before 7:00 a.m. or after 2:00 a.m., including setup and clean-up, except for private catering functions or special events.
- Prohibit Food Trucks from operating within two-hundred fifty (250) feet of any off-street Food Truck Event or City-permitted Temporary Activity and Use. Exceptions to this prohibition are allowed when consent is provided within the Temporary Activity and Use permit or permits.
- Require Food Truck operators to maintain and provide to the City, copies of policies of commercial general liability and automobile liability, in an amount of no less than \$1,000,000 per occurrence, naming the City as an additional insured.

Food Trucks on Public Right-of-Way

- Require Food Trucks to park directly adjacent to a paved sidewalk, free and clear for pedestrian passage.
- Require Food Trucks to operate in such a way so as to cause an unacceptable reduction in sight distance, as provided in the latest edition of the California Department of Transportation's Highway Design Manual, for any cross street, crosswalk, driveway or any other similar location where traffic, be it vehicular, pedestrian, or bicycle, can be expected to enter the street.
- Prohibit Food Trucks from operating on any public street within one thousand (1,000) feet of the nearest property line of any property on which a school is located during the school hours between the hours of six-thirty a.m. (6:30 a.m.) and five-

thirty p.m. (5:30 p.m.), as may be amended by such schools, of any school day. This prohibition will not apply if the school principal gives the Food Truck written permission to park on school property.

Food Trucks on Private Property:

- Provide a minimum of two (2) off-street parking spaces for each Food Truck. The parking required herein shall not be reserved, encumbered, or designated to satisfy the off-street parking of another business or activity that is operating on the site at the same time as the Food Truck.

- Obtain permission from the private property owner to operate on private property.

The main objective of the Ordinance is to protect public safety while creating an environment where food truck operators can grow their business to hopefully one-day open a brick and mortar restaurant.

SIDEWALK VENDORS

The sidewalk vendors Ordinance has been updated comprehensively to align with Senate Bill 946. Due to the low-cost start-up nature of a sidewalk vendor, an applicant is only encouraged to maintain insurance but is not required to do so. However, a sidewalk vendor is required to obtain a valid permit, certificate, or other authorization as required by the County of Riverside Department of Environmental Health. The sidewalk vendors ordinance is now organized into three vending categories with the general requirements, as summarized below:

General Requirements

- Maintain a business license with the City of Perris;

- Prohibit operating within fifty (50) feet of a fire hydrant or twenty-five (25) feet of a transit stop;

- Prohibit operating within fifty (50) feet of the outer edge of a driveway or vehicular entrance to public or private property in commercial, business park, mixed-use, or industrial zones;

- Prohibit operating in a manner that does not maintain at least four (4) feet of clear space on a public sidewalk;

Stationary Sidewalk Vendors

- Prohibit the sale of food or beverages for immediate consumption unless there is a litter receptacle available for patrons' use;

- Prohibit operating as a Stationary Sidewalk Vendor in exclusively residential zones;

- Prohibit all signs, except for those identifying the name of the product sold (as provided in the application), the name of the vendor, and the posting of prices on the cart. Signs with intermittent, flashing, moving, or blinking light, or varying intensity of light or color, are not permitted.

Roaming Sidewalk

- Prohibit the sale of food and/or beverages for immediate consumption unless there is a litter receptacle available for patrons' use;
- Prohibit soliciting or conducting business with persons in motor vehicles;
- Prohibit use of any device that produces a loud and raucous noise, or any noise in violation of the city's noise ordinance or use or operate any loudspeaker, public address system, radio, sound amplifier, or similar device to attract the attention of the public;

Vending at a Public Park

- Operate outside the hours of operation of the park;
- Operate more than six (6) feet from any walking or bicycling pathway in the park;
- Operate within fifty (50) feet of any other sidewalk vendor in the park;
- Operate on, or within twenty-five (25) feet of, any sports field or playground equipment area;

In summary, the update to the sidewalk vendors Ordinance is to be in compliance with the passage of Senate Bill 946, which requires allowance for street vending and to legitimize these operations as a viable contributor to the local economy.

RECOMMENDATION:

Staff recommends that the City Council approve the proposed Ordinance Amendment. The Ordinance will comprehensively overhaul of the City's existing food truck operators ordinance and sidewalk vendors ordinance to address the growing interest of food truck operators anticipating to operate in the City of Perris and the passage of Senate Bill 946.

BUDGET (or FISCAL) IMPACT: Cost for staff preparation of this item is covered by the 2019-2020 budget.

Prepared by: Kenneth Phung, Planning Manager

REVIEWED BY:

City Attorney _____

Assistant City Manager _____

Finance Director _____

Attachments:

1. Ordinance No. (Next in order) for Food Truck and Street Vendors
2. Summary Table for Cities with Food Truck and Street Vendors Ordinance

Public Hearing:

November 12, 2019



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: December 10, 2019

SUBJECT: **Ordinance Amendment 19-05144** – A proposal to retitle Perris Municipal Code Chapter 5.06; amend Sections 5.060.010, 5.060.030, 5.06.150, 5.06.300; repeal Sections 5.06.660, 5.06.690, 5.06.720, and 5.04.120 regarding mobile food facilities and pedestrian food vendors; amend Sections 5.06.750, and add Chapters 5.17 to regulate food truck operators and 5.18 to regulate sidewalk vendors.

REQUESTED ACTION: **INTRODUCE First Reading of Ordinance No. (next in order)** to approve Ordinance Amendment 19-05144 to retitle Perris Municipal Code Chapter 5.06; amend Sections 5.060.010, 5.060.030, 5.06.150, 5.06.300; repeal Sections 5.06.660, 5.06.690, 5.06.720, and 5.04.120; and amend Sections 5.06.750, and add Chapters 5.17 to regulate food truck operators and 5.18 to regulate sidewalk vendors.

CONTACT: Kenneth Phung, Planning Manager

BACKGROUND/DISCUSSION:

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The updated Ordinance will retitle, repeal and amend various sections of the Perris Municipal Code regarding outdated regulations of mobile food facilities and pedestrian food vendors; amend various sections of Chapter 5.06 so that the current "Peddlers & Solicitors" regulations will only have guidelines for solicitors, and add new Chapters 5.17 to regulate food truck operators and 5.18 to regulate sidewalk vendors, as further detailed below. Staff has also prepared a summary matrix for regulations of other cities with known food truck operators and sidewalk vendors, but it should be noted that since this is an emerging business, the code may not reflect legislation that has recently passed.

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- Obtain valid permit, certificate, or other authorization as required by the County of Riverside Department of Environmental Health;
- Prohibit Food Trucks from operating before 7:00 a.m. or after 2:00 a.m., including setup and clean-up, except for private catering functions or special events.
- Prohibit Food Trucks from operating within two-hundred fifty (250) feet of any off-street Food Truck Event or City-permitted Temporary Activity and Use. Exceptions to this prohibition are allowed when consent is provided within the Temporary Activity and Use permit or permits.
- Require Food Truck operators to maintain and provide to the City, copies of policies of commercial general liability and automobile liability, in an amount of no less than \$1,000,000 per occurrence, naming the City as an additional insured.

Food Trucks on Public Right-of-Way

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- Require Food Trucks to operate in such a way so as to cause an unacceptable reduction in sight distance, as provided in the latest edition of the California Department of Transportation's Highway Design Manual, for any cross street, crosswalk, driveway or any other similar location where traffic, be it vehicular, pedestrian, or bicycle, can be expected to enter the street.
- Prohibit Food Trucks from operating on any public street within one thousand (1,000) feet of the nearest property line of any property on which a school is located during the school hours between the hours of six-thirty a.m. (6:30 a.m.) and five-

thirty p.m. (5:30 p.m.), as may be amended by such schools, of any school day. This prohibition will not apply if the school principal gives the Food Truck written permission to park on school property.

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The main objective of the Ordinance is to protect public safety while creating an environment where food truck operators can grow their business to hopefully one-day open a brick and mortar restaurant.

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General Requirements

- Maintain a business license with the City of Perris;
- Prohibit operating within fifty (50) feet of a fire hydrant or twenty-five (25) feet of a transit stop;
- Prohibit operating within fifty (50) feet of the outer edge of a driveway or vehicular entrance to public or private property in commercial, business park, mixed-use, or industrial zones;
- Prohibit operating in a manner that does not maintain at least four (4) feet of clear space on a public sidewalk;

Stationary Sidewalk Vendors

- Prohibit the sale of food or beverages for immediate consumption unless there is a litter receptacle available for patrons' use;
- Prohibit operating as a Stationary Sidewalk Vendor in exclusively residential zones;

- Prohibit all signs, except for those identifying the name of the product sold (as provided in the application), the name of the vendor, and the posting of prices on the cart. Signs with intermittent, flashing, moving, or blinking light, or varying intensity of light or color, are not permitted.

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- Prohibit soliciting or conducting business with persons in motor vehicles;
- Prohibit use of any device that produces a loud and raucous noise, or any noise in violation of the city's noise ordinance or use or operate any loudspeaker, public address system, radio, sound amplifier, or similar device to attract the attention of the public;

Vending at a Public Park

- Operate outside the hours of operation of the park;
- Operate more than six (6) feet from any walking or bicycling pathway in the park;
- Operate within fifty (50) feet of any other sidewalk vendor in the park;
- Operate on, or within twenty-five (25) feet of, any sports field or playground equipment area;

In summary, the update to the sidewalk vendors Ordinance is to be in compliance with the passage of Senate Bill 946, which requires allowance for street vending and to legitimize these operations as a viable contributor to the local economy.

RECOMMENDATION:

Staff recommends that the City Council approve the proposed Ordinance Amendment. The Ordinance will comprehensively overhaul of the City's existing food truck operators ordinance and sidewalk vendors ordinance to address the growing interest of food truck operators anticipating to operate in the City of Perris and the passage of Senate Bill 946.

BUDGET (or FISCAL) IMPACT: Cost for staff preparation of this item is covered by the 2019-2020 budget.

Prepared by: Kenneth Phung, Planning Manager

REVIEWED BY:

City Attorney _____
Assistant City Manager _____

Finance Director _____

Attachments:

1. Ordinance No. (Next in order) for Food Truck and Street Vendors
2. Summary Table for Cities with Food Truck and Street Vendors Ordinance

Public Hearing:

December 10, 2019

ORDINANCE NO. (next in order)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, RETITLING PERRIS MUNICIPAL CODE CHAPTER 5.06; AMENDING PERRIS MUNICIPAL CODE SECTIONS 5.06.010, 5.06.030, 5.06.150, 5.06.300; REPEALING PERRIS MUNICIPAL CODE SECTIONS 5.06.660, 5.06.690, 5.06.720, AND 5.04.120 REGARDING REGULATIONS OF SALES OF MOBILE FOOD FACILITIES AND REGULATION OF SALES FOR PEDESTRIAN FOOD VENDORS; AMENDING PERRIS MUNICIPAL CODE SECTION 5.06.750; AND ADDING PERRIS MUNICIPAL CODE CHAPTERS 5.17 TO REGULATE FOOD TRUCK OPERATORS AND 5.18 TO REGULATE SIDE WALK VENDORS.

WHEREAS, the City of Perris currently regulates businesses within its jurisdiction pursuant to Title 5 of the Perris Municipal Code; and

WHEREAS, in addition to the regulations imposed by Chapter 5.04 of Title 5 of the Perris Municipal Code, the City Council desires to impose additional regulations upon Food Trucks operating within the City of Perris consistent with the requirements of State law; and

WHEREAS, Section 22455 of the California Vehicle Code allows municipalities to regulate mobile food vending in order to protect public safety and Article XI, Section 7 of the California Constitution extends to municipalities the police power authority to regulate the time, place, and manner of vending from mobile food facilities to protect public safety; and

WHEREAS, the City of Perris finds that mobile food facilities, also commonly known as food trucks, have the potential to pose traffic hazards and special dangers to the public safety of the community; and

WHEREAS, food trucks create the potential for safety hazards, such as blocking sight distances at intersections and crosswalks, encouraging pedestrians and children to cross streets mid-block to reach a vending vehicle, and causing additional conflicts between drivers and pedestrians; and

WHEREAS, operators of food trucks who fail to park their vehicles correctly during a transaction attract prospective buyers onto public roadways, create further traffic and public safety hazards; and

WHEREAS, operators of food trucks who park their vehicles on undeveloped lots create public safety issues, because such lots often lack necessary infrastructure improvements such as fire hydrants for fire protection purposes, lighting for nighttime visibility or proper curbs, transition lanes, or traffic signals to provide safe ingress or egress onto a public roadway from such lots; and

WHEREAS, operators of food trucks who park their vehicles within one thousand feet of a school during school hours (6:30 am to 5:30 pm) will create further traffic and public safety hazard as there is a significantly greater concentration of students/pedestrian traffic during this time that will create further traffic and public safety issues;

WHEREAS, the City Council desires to update its regulations for food trucks by adding Chapter 5.17 to Title 5 of the Perris Municipal Code to provide food trucks with clear and concise regulations to prevent safety and traffic hazards, as well as to preserve the public safety of the community and to make the corresponding necessary changes to the Perris Municipal Code;

WHEREAS, Senate Bill No. 946 (commencing at Government Code Section 51036 et seq.) provides guidelines and requirements for any regulations imposed by the City upon Sidewalk Vendors, as that term is defined by Senate Bill No. 946, and the City Council desires to adopt regulations consistent with Senate Bill No. 946 by adding Chapter 5.18 to Title 5 of the Perris Municipal Code;

WHEREAS, Sidewalk Vendors operating within the City without the regulations contemplated by this Ordinance present health, safety, and welfare concerns including, but not limited to, the following concerns:

A. Sidewalk vendors who operate without permits from the County of Riverside Department of Environmental Health may not have proper sanitation protocols in place or oversight necessary to ensure proper handling of food that may result in contamination resulting in negative impacts upon public health, safety, or welfare.

B. Sidewalk vendors who park their carts near driveways, walkways, and sidewalks will impede pedestrian movement such that it can negatively impact the public's use and enjoyment of natural resources and recreational opportunities, and potentially negatively impact the ingress and egress of motor vehicles from such driveways.

C. Sidewalk vendors who operate near an ongoing certified farmers market or swap meets create undue concentration of commercial activity that unreasonably interferes with the scenic and natural character of the park.

THE CITY COUNCIL OF THE CITY OF PERRIS HEREBY ORDAINS AS FOLLOWS:

Section 1. Recitals Incorporated. The foregoing Recitals are true and correct and are incorporated herein as if set forth in full.

Section 2. Retitling of Chapter 5.06. Chapter 5.06, “Peddlers and Solicitors,” of Title 5 of the Perris Municipal Code shall be retitled as follows:

“Chapter 5.06 – Solicitors”

Section 3. Amendment to Section 5.06.010. Section 5.06.010, “Definitions,” is hereby amended as follows (~~strikethrough~~ is deleted language while ***bold italics*** is added language):

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

~~*Peddler* means a hawker, vendor or other person who, without appointment thereat, goes from house to house, place to place or in or along the streets of the city selling and making immediate delivery, or offering for sale and immediate delivery any goods, wares, merchandise or anything of value in the possession of the pedler to persons other than manufacturers, wholesalers, jobbers or retailers in such commodities.~~

~~*Pusheart* means any wagon, cart, or similar wheeled container, not a vehicle as defined in the vehicle code for the state, from which food or beverage is offered for sale to the public.~~

Solicitor means a person engaged in soliciting, canvassing, or taking orders from house to house or from place to place or by telephone or by any other means of communication for any goods, wares, merchandise, or any article to be delivered in the future or for services to be performed in the future or making, manufacturing, or repairing any article whatsoever for future delivery or subscriptions to periodicals or tickets of admission or entertainment or membership in any club.”

Section 4. Amendment to Section 5.06.030. Section 5.06.030, “License—Required,” is hereby amended as follows (~~strikethrough~~ is deleted language while ***bold italics*** is added language):

“No person, whether or not a resident of the city, or whether or not the person maintains or is employed at an established place of business, shall engage in the city in the business of ~~peddler~~ or solicitor without first obtaining a license therefor, with the exception of charitable, religious and nonprofit organizations as set forth in section 5.06.330.”

Section 5. Amendment to Section 5.06.150. Section 5.06.150, “Same--Badges,” is hereby amended as follows (~~strikethrough~~ is deleted language while ***bold italics*** is added language):

“The finance director shall issue to each licensee at the time of delivery of his license a badge, which shall be worn continuously by the licensee on the front of his hat or outer garment in such a way as to be conspicuous at all times while the licensee is conducting business in the city pursuant to such license. The badge shall bear the appropriate words, i.e., "licensed solicitor," ~~or "licensed peddler"~~ the period for which the license is issued, the number of the license in letters and figures clearly discernible. Each licensee shall provide a two-inch by two-inch color passport photograph at the time of issuance of the license for purpose of affixing to said badge for identification.”

Section 6. Amendment to Section 5.06.300. Section 5.06.300, “Same--Fees,” is hereby amended as follows (~~strikethrough~~ is deleted language while ***bold italics*** is added language):

- “(a) At the time the application is filed with the finance department, the applicant shall pay a fee sufficient to cover the cost the city incurs for processing the application, including all costs incidental to the issuance of the license, as well as investigation, inspection, administration, regulation, maintenance of a system of supervision and enforcement.
- (b) The amount of the fee for this license shall be that amount established for businesses with no fixed location which amount shall be set by resolution of the city council, as amended from time to time.
- (c) Each individual ~~peddler, or~~ solicitor whether or not such person maintains or is employed by a business which has a business license from the city, must obtain his own individual license in order to engage in business in the city.
- (d) Senior citizens over the age of 65, juveniles under the age of 18 and veterans physically unable to obtain livelihood by manual labor who qualify under sections 16001 and 16001.5 of the California Business and Professions Code shall be exempt from paying such fee.”

Section 7. Repeal of Sections 5.06.660, 5.06.690, 5.06.720 and 5.04.120. Sections 5.06.660, “REGULATIONS FOR SALES,” 5.06.690, “REGULATION OF SALES FOR PEDESTRIAN FOOD VENDORS,” 5.06.720, “PUSHCART REGULATIONS,” of Chapter 5.06, and Section 5.04.120, “PERMIT; FOOD VEHICLE,” of Chapter 5.04 of Title 5 of the Perris Municipal Code are hereby deleted.

Section 8. Section 5.06.750, “EXEMPTIONS FROM THIS CHAPTER,” of Chapter 5.06 of Title 5 of the Perris Municipal Code is hereby amended as follows (~~strikethrough~~ is deleted language while ***bold italics*** is added language):

- “(a) The provisions of this Chapter shall not apply to:

- (1) Merchants and their employees and agents selling or soliciting at established places of business;
 - (2) Persons invited to call upon private residences by the owner or occupant thereof;
 - (3) Persons licensed and regulated by the state pursuant to sections 12000 et seq. of the Business and Professions Code of the state;
 - (4) Persons selling or soliciting sales of a daily or weekly newspaper as defined in section 6040.5 of the Government Code of the state;
 - (5) Persons soliciting or canvassing for or against any candidate for public office or any ballot measure;
 - (6) Persons soliciting goods to be shipped from outside the state;
 - (7) Seasonal sales of merchandise in the CC and CN zones with a commercial temporary use permit, not to exceed 30 consecutive days;
 - (8) ~~Sales from parked vehicles in public streets in residential areas in accordance with Vehicle Code section 22455, except with the regulation regarding time and manner of operation set forth in section 5.06.450.~~ ***“Food Truck” as defined in Chapter 5.17 of Title 5 of the Perris Municipal Code.***
 - (10) ***Roaming Sidewalk Vendors as defined in Chapter 5.18 of Title 5 of the Perris Municipal Code.***
 - (11) ***Sidewalk Vendors as defined in Chapter 5.18 of Title 5 of the Perris Municipal Code.***
 - (12) ***Stationary Sidewalk Vendor as defined in Chapter 5.18 of Title 5 of the Perris Municipal Code.***
- (b) Nothing in subsection (a) of this section shall eliminate the responsibility of participants or vendors to comply with other applicable provisions of this Code or laws of the state relating to the conduct of business or sales within the city, or the requirements imposed by the city for rental of spaces or booths at any of the events listed in subsections (a)(1) through (6) of this section.”

Section 9. Title 5 of the Perris Municipal Code is hereby amended to add the following Chapter 5.17:

“Chapter 5.17. - Food Trucks

5.17.010 - Purpose.

The purpose of this Chapter is to regulate mobile food truck activities in order to protect public safety while accommodating commercial uses that generally promote an active and social pedestrian environment within appropriate areas of the City of Perris. The requirements provided by this Chapter are in addition to any other requirement under any applicable law, including but not limited to Chapter 5.04 of Title 5 of the Perris Municipal Code.

5.17.020 Definitions.

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

“Food Truck” shall mean any motorized device or vehicle by which any person or property may be propelled or moved upon a highway, or which may be drawn or towed by a motorized vehicle, from which food or food products are sold, offered for sale, displayed, bartered, exchanged or otherwise given. This definition shall exclude Sidewalk Vendors, Roaming Sidewalk Vendors, and Stationary Sidewalk Vendors as defined in Section 5.18.020.

“Food Truck Event” shall mean an organized gathering of Food Truck vendors which is open to the general public.

“Food Truck License” shall mean a business license issued for the purpose of mobile vending pursuant to this Chapter.

“Property Owner” shall mean the holder of fee title to a property, whether a person, partnership, corporation or other entity recognized by law, and his/her/its lessees, permittees, assignees or successors in interest.

“Public Property” shall mean any real property owned, leased, operated, or controlled by the City of Perris other than a street, alley, parkway, sidewalk or other area dedicated, identified or used as a public right-of-way.

“Public Right-of-Way” shall mean any public street, road, avenue, highway, named or unnamed alley, lane, court, place, trail, parkway, sidewalk or other public way,

operated and/or controlled by the City or other public entity, or subject to an easement owned by or dedicated or granted to the City.

“Temporary Activity and Use” shall mean a Temporary Outdoor Activity or Temporary Use as defined by Chapter 19.60.

“Undeveloped Lot” shall mean a parcel of property as shown on a delineated parcel of land with a separate and distinct number or other delineation on a plat recorded in the office of the county recorder of Riverside County, which is undeveloped and without any improvements necessary to provide utilities to the parcel, fire hydrants within proximity to serve the parcel, adequate street lighting adjacent to the parcel, curb cuts adjacent to the parcel, paved driveways to serve the parcel, or any other similar type of improvements.

5.17.030 - Food Truck License.

- (a) No person shall conduct a Food Truck operation within the City of Perris, without first obtaining a Food Truck License pursuant to this Chapter from the City, except in the following situations:
 - (1) No Food Truck License shall be required when the Food Truck activity is associated with the operation of a City-permitted Temporary Activity and Use, subject to the conditions thereof.
 - (2) No Food Truck License shall be required when the Food Truck activity is limited to a single Food Truck on private property operating solely for private catering purposes and when all of the following provisions are met:
 - (i) The Food Truck is situated entirely on private property.
 - (ii) Service is limited to the guests of the catered event only.
 - (iii) No payment transactions shall occur for individual orders taken by the Food Truck operator.

5.17.040 – Application.

- (a) The application for a Food Truck License shall be signed by the applicant and, in addition to the applicable information required under Chapter 5.04, shall include all of the following information:
 - 1. A description of the type of food, beverage, or merchandise to be sold, as well as hours of operation;

2. A description of the Food Truck, and any additional information that will explain the proposed use;
 3. A description and photograph (including colors and any signs) of any Food Trucks to be used in the operation of the business;
 4. Valid permit, certificate, or other authorization as required by the County of Riverside Department of Environmental Health;
 5. Payment for any fees established pursuant to this Chapter.
 6. Ownership type (e.g., sole proprietorship, partnership, or corporation);
 7. A declaration under penalty of perjury that the forgoing and the applicable information required to be provided under Chapter 5.04 is, to the best of applicant's knowledge and belief, true and correct, and that applicant has read the application and understands all the conditions as stated therein.
- (b) Information provided in the application will become a matter of public record and will be subject to disclosures, with the exception of Social Security or federal employer identification numbers and any other exceptions permitted by law.
- (c) Not later than 10 days after the filing of a completed application for a Food Truck License, the applicant shall be notified of the decision on the issuance or denial of the license, provided that the City may extend this time period upon notice to the applicant. Fees shall be paid prior to issuance of a permit.

5.17.050 - Health Permit Requirement.

It is unlawful for any person to engage in the activity of operating a Food Truck in the City of Perris without a valid permit, certificate, or other authorization as required by the County of Riverside Department of Environmental Health. A copy of said permit shall be kept in the Food Truck and shall be visible at all times. All food products sold or provided from a Food Truck shall comply with all applicable food labeling requirements established by the State of California.

5.17.060 – General Operational Standards for Food Trucks.

- (a) No Food Truck shall operate before 7:00 a.m. or after 2:00 a.m., including setup and clean-up, except for private catering functions or special events as described in Section 5.17.030.

- (b) No Food Truck shall operate within two-hundred fifty (250) feet of any off-street Food Truck Event or City-permitted Temporary Activity and Use. Exceptions to this prohibition are allowed when consent is provided within the Temporary Activity and Use permit or permits. In this case, all standards and conditions required by Section 5.17.080 of this Chapter shall apply.
- (c) Food Trucks shall not idle vehicle engines more than five (5) minutes during any one (1) hour time period.
- (d) Food Truck operators shall be responsible for controlling smoke and odors caused by food preparation so as to avoid a public nuisance.
- (e) The operation shall at all times comply with the provisions of the City's Noise Control Ordinance, Chapter 7.34 of Title 7 of the Perris Municipal Code and Section 5.06.450 of Chapter 5.06 of Title 5 of the Perris Municipal Code.
- (f) No temporary lighting shall be provided on the site where the Food Truck is operating, except that localized lighting may be used on or in the Food Trucks for the purpose of inside food preparation and menu illumination, except as otherwise permitted for a Temporary Activity and Use.
- (g) No signage other than that exhibited on the Food Truck may be displayed at the site where the Food Truck is operating. The prohibition shall include any handheld signage and handbills.
- (h) No sales or service of alcohol shall be allowed by Food Trucks unless the Food Truck is duly authorized and licensed by the California Department of Alcohol Beverage and Control to sell or serve alcohol.
- (i) Food Trucks shall comply with all applicable laws, including but not limited to the Perris Municipal Code, State and federal laws.
- (j) The Food Truck operator shall maintain and supply to the City, copies of policies of commercial general liability and automobile liability, in an amount of no less than \$1,000,000 per occurrence, naming the City as an additional insured.
- (k) Food Trucks shall not operate on any Undeveloped Lot within the City except as part of a City-permitted Temporary Activity and Use.
- (l) Food Trucks shall provide refuse and recycling containers during all hours of Food Truck operations.

- (m) Food Trucks shall be stored in a garage or such other licensed storage facility authorized to store Food Trucks during a Food Truck's regular hours of nonoperation.

5.17.070 - Food Trucks on Private Property.

Food Trucks may operate on private properties pursuant to the following additional minimum standards and conditions:

- (a) A minimum of two (2) off-street parking spaces shall be provided for each Food Truck. The parking required herein shall not be reserved, encumbered, or designated to satisfy the off-street parking of another business or activity that is operating on the site at the same time as the Food Truck.
- (b) Additional separate refuse and recycling containers shall be provided on-site during all hours of Food Truck operations. All litter generated within a minimum of a one-hundred (100) foot radius of the site shall be collected prior to closure of the Food Truck operations.
- (c) No overnight parking of Food Trucks shall be allowed on the permitted vending site located on the private property.
- (d) A maximum two-hundred (200) square foot, uncovered seating area may be provided to serve patrons of the Food Truck. All seating areas shall be removed prior to close of business for the day. The seating shall be located in an area of the site that is not landscaped, reserved, encumbered, or designated to satisfy the off street parking of a business or activity that is operating at the same time as the Food Truck, and shall not obstruct any pedestrian or vehicular traffic.
- (e) Permission from a private property owner to operate on the private property. The Food Truck shall bear the burden of showing compliance with this requirement.
- (f) The Food Truck operator shall properly dispose of solids or liquids consistent with applicable law, and shall not dispose of solids or liquids by discharging such solids or liquids into the Public Right-of-Way and storm drains.

5.17.080 - Food Trucks on Public Right-of-Way.

Food Trucks may operate in any legal parking space, provided they comply with all of the following minimum standards and conditions:

- (a) Food Trucks shall be parked directly adjacent to a paved sidewalk, free and clear for pedestrian passage.
- (b) Food service shall be limited solely to that side of the Food Truck facing the adjacent sidewalk.
- (c) The Food Truck shall be in full compliance with all parking and Vehicle Code provisions which apply to the location at which it is parked, including the maximum allowed parking time limit for the parking space(s) occupied.
- (d) The Food Truck operations shall not obstruct pedestrian or vehicular traffic.
- (e) The Food Truck operator shall not encroach onto a public sidewalk with any part of the vehicle or any other equipment or furniture related to the operation of its business, except for required refuse and recycling receptacles, provided they maintain a clear four (4) foot pedestrian walkway.
- (f) No Food Truck operator shall conduct business unless he or she maintains clearly designated refuse and recycling receptacle(s) in the immediate vicinity of the vehicle. Such receptacles shall be marked with a sign requesting use by patrons. Prior to leaving a location or moving the Food Truck more than fifty (50) feet, the Food Truck Operator shall pick up, remove and dispose of all trash generated by the Food Truck operations within one-hundred (100) feet of the Food Truck.
- (g) No Food Truck shall operate in such a way so as to cause an unacceptable reduction in sight distance, as provided in the latest edition of the California Department of Transportation's Highway Design Manual, for any cross street, crosswalk, driveway or any other similar location where traffic, be it vehicular, pedestrian or bicycle, can be expected to enter the street.
- (h) Food Trucks shall not operate upon any public street within one thousand (1,000) feet of the nearest property line of any property on which a school is located during the school hours between the hours of six thirty a.m. (6:30 a.m.) and five thirty p.m. (5:30 p.m.), as may be amended by such schools, of any school day. This prohibition will not apply if the school principal gives the Food Truck written permission to park on school property. The Food Truck shall provide a copy of that authorization to the City within five (5) days of its receipt prior to operation.
- (i) The Food Truck operator shall not discharge solids or liquids to the street or a storm drain.

5.17.090 - Fees.

An application fee set by resolution of the city council shall be required for formal processing of every application made under this Chapter. The city council is authorized to pass resolutions to recover any and all fees and costs incurred by the administration and implementation of this Chapter through an appropriate fee recovery mechanism.

5.17.100 – Permit Term; Renewal

All permits are valid for one year unless revoked or suspended prior to expiration. An application to renew a permit shall be made not later than 90 days before the expiration of the current permit.

5.17.110. - Appeals.

- (a) Any decision regarding approval, conditional approval, denial, suspension or revocation of a Food Truck License may be appealed to the City Manager, or his or her designee, by an applicant, a permit holder or interested party as follows:
- (1) If the appellant wishes to appeal a decision to the City Manager, or his or her designee, the appellant must file a written appeal with the Perris City Clerk within ten calendar days of the decision. The written appeal shall specify the person making the appeal, the decision appealed from, shall state the reasons for the appeal, and shall include any evidence in support of the appeal which the applicant seeks to be considered by the City Manager, or his or her designee. The written appeal shall also include an appeal fee as set by resolution of the city council.
 - (2) Notice of the time and place of an appeal hearing shall be providing to the appellant within 30 days of receipt by the Perris City Clerk of the written appeal.
 - (3) The appeal hearing shall be held within 60 days of the filing of the written appeal with the Perris City Clerk, unless the 60 day time limit is waived by the appellant, or unless the City Manager, or his or her designee, continues the appeal hearing date for a good cause and upon written notification to the appellant.
 - (4) The City Manager, or his or her designee, shall review the facts of the matter, written documents submitted for review, the basis for

making the decision which is under appeal, and then determines whether the appealed decision should be reversed or affirmed. The determination made shall be in writing, shall set forth the reasons for the determination, and shall be final unless appealed as provided for below.

- (5) If the appellant wishes to appeal the determination of the City Manager, or his or her designee, then the procedures provided in this section shall be followed for an appeal to the city council, with the exception of the city council may determine to simply affirm by minute order or resolution the determination of the City Manager, or his or her designee, without review, within 60 days of receipt by the Perris City Clerk of the written appeal. Any determination of the city council shall be final.
- (6) The provisions of section 1094.6 of the Code of Civil Procedure sets forth the procedure for judicial review of any final determination. Parties seeking such judicial review shall file such action within 90 days of a determination being made final.

5.17.120. - Service of notices.

All notices required by this Chapter are deemed issued and served upon the date they are either deposited in the United States mail, postage pre-paid, addressed (if to an applicant, a Food Truck operation, or an appellant) to the applicant or Food Truck at the mailing address identified in its application, the last updated address on file with the director's office, or the mailing address on the appeal form; or, the date upon which personal service of the notice is provided to a responsible party.

5.17.130 - Penalty for Violation.

- (a) Any violation of the provisions of this Chapter, at the discretion of the city prosecutor, is punishable as a misdemeanor or an infraction pursuant to Chapter 1.16 of the Perris City Code, except for as preempted by state law; and, any violation of the provisions of this Chapter is subject to administrative citation, at the discretion of the city, pursuant to Chapter 1.18 of the Perris City Code.
- (b) Public Nuisance. Any Food Truck that is conducted in violation of any provisions of this Chapter is hereby declared to constitute a public nuisance and, as such, may be abated or enjoined from further operation, in accordance with the procedures set forth in Chapter 7.06 of the Perris City Code. All costs to abate such public nuisance, including attorneys' fees and

court costs, shall be paid by the person causing the nuisance, including the Food Truck permittee and the property owner where the nuisance is occurring.

- (c) The remedies described in this section are not mutually exclusive. Pursuit of any one remedy shall not preclude city from availing itself of any or all available administrative, civil, or criminal remedies, at law or equity.
- (d) Any violation of the provisions of this Chapter shall constitute a separate offense for each and every day during which such violation is committed or continued.”

Section 10. Chapter 5.18, “SIDEWALK VENDING,” is hereby added to Title 5 of the Perris Municipal Code as follows:

“Chapter 5.18. - Sidewalk Vending

5.18.010 - Purpose.

The purpose of this Chapter is to regulate sidewalk vending activities in order to protect public health, safety, and welfare; to ensure the public’s use and enjoyment of natural resources and recreational opportunities; and to prevent an undue concentration of commercial activity that unreasonably interferes with the scenic and natural character of the City’s park while accommodating commercial uses that generally promote an active and social pedestrian environment within appropriate areas of the City of Perris.

5.18.020 - Definitions.

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

“Certified farmers’ market” shall have the same meaning as “certified farmers’ market” as provided in Government Code Section 51038(d)(1), as it may be amended, which is defined as “a location operated in accordance with Chapter 10.5 (commencing with Section 47000) of Division 17 of the Food and Agricultural Code and any regulations adopted pursuant to that chapter.”

“Roaming Sidewalk Vendor” shall have the same meaning as provided in Government Code Section 51036(b), as it may be amended, which is defined as “a sidewalk vendor who moves from place to place and stops only to complete a

transaction.” This shall not include Mobile Food Facilities as defined by Chapter 5.17.

“Sidewalk Vending License” shall mean a business license issued for the purpose of Sidewalk Vending pursuant to this Chapter.

“Sidewalk Vending Vehicle or Pushcart” shall mean a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance.

“Sidewalk Vendor” shall have the same meaning as provided in Government Code Section 51036(a), as it may be amended, which is defined as “a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path.” This shall not include Mobile Food Facilities as defined by Chapter 5.17.

“Stationary Sidewalk Vendor” shall have the same meaning as provided in Government Code Section 51036(c), as it may be amended, which is defined as “a sidewalk vendor who vends from a fixed location.” This shall not include Food Trucks as defined by Chapter 5.17.

“Swap meet” shall have the same meaning as “swap meet” as provided in Government Code Section 51038(d)(1), which is defined as “a location operated in accordance with Article 6 (commencing with Section 21660) of Chapter 9 of Division 8 of the Business and Professions Code, and any regulations adopted pursuant to that article.”

“Temporary Activity and Use” shall have the same meaning as the term “temporary special permit” is defined by Government Code Section 51038(d)(2), as it may be amended, which is defined as “a permit issued by the local authority for the temporary use of, or encroachment on, the sidewalk or other public area, including, but not limited to, an encroachment permit, special event permit, or temporary event permit, for purposes including, but not limited to, filming, parades, or outdoor concerts.” “Temporary Activity and Use” shall also include, but is not limited to, those temporary activities and uses regulated pursuant to Chapter 19.60.

5.18.030 - Sidewalk Vending License.

No person shall operate as a Sidewalk Vendor within the City of Perris without first obtaining a Sidewalk Vending License from the City, except under the following conditions:

- (a) A Sidewalk Vending Vehicle or Pushcart owned or operated by any public agency;
- (b) Persons delivering goods, wares, merchandise, fruits, vegetables, or foodstuffs upon order of, or by agreement with, a customer from a store or other fixed place of business or distribution;
- (c) Vendors participating in farmers markets or other special events as allowed by the city;
- (d) An event at a school facility or an assembly use facility, if the vendor is operating in partnership with the organization conducting the event and is located on the site of the event (i.e., not in the public right-of-way);
- (e) Sidewalk Vendors that only sell, distribute, display, solicit, or offer sale of items that are inherently communicative and have nominal utility apart from its communication (e.g., newspapers, leaflets, pamphlets, buttons, etc.).

5.18.040 - License Term and Renewal.

All permits are valid for one year unless revoked or suspended prior to expiration. An application to renew a permit shall be made not later than 90 days before the expiration of the current permit.

5.18.050 - Application.

- (a) The application for a Sidewalk Vending License shall be signed by the applicant and shall include the following information:
 - 1. The name and current mailing address of the applicant;
 - 2. A description of the type of food, beverage, or merchandise to be sold, as well as hours of operation and a description of the cart, and any additional information that will explain the proposed use;
 - 3. A description and photograph (including colors and any signs) of any stand to be used in the operation of the business;
 - 4. If the applicant is an agent of an individual, company, partnership, or corporation, then the name and business address of the principal;
 - 5. The applicant shall be encouraged to maintain adequate insurance to cover his or her business operations. However, the applicant shall not be required to maintain such insurance. If such insurance is

maintained, then proof of the insurance policy, issued by an insurance company licensed to do business in the state, protecting the permittee and the city from all claims for damages to property and bodily injury, including death, which may arise from operations under or in connection with the permit. Such insurance shall name as additional insured the city and shall provide that the policy shall not terminate or be canceled prior to the expiration date without thirty (30) days advance written notice to the city.

6. Payment for any fees established pursuant to this Chapter.
- (b) Not later than 10 days after the filing of a completed application for a Sidewalk Vending License, the applicant shall be notified of the decision on the issuance or denial of the Sidewalk Vending License, provided that the City may extend this time period upon notice to the applicant. Fees shall be paid prior to issuance of a permit.

5.18.060 – General Operational Requirements for Sidewalk Vending.

- (a) All Sidewalk Vendors shall comply with the following operational requirements:
 1. All equipment installed in any part of the cart shall be secured in order to prevent movement during transit and to prevent detachment in the event of a collision or overturn.
 2. If applicable, all utensils shall be securely stored in order to prevent their being thrown from the cart or vehicle in the event of a sudden stop, collision or overturn. A safety knife holder shall be provided to avoid loose storage of knives.
 3. If applicable, compressors, auxiliary engines, generators, batteries, battery chargers, gas-fueled water heaters, and similar equipment shall be installed so as to be hidden from view to the extent possible and be easily accessible.
 4. Sidewalk Vendors must possess a valid permit, certificate, or other authorization as required by the County of Riverside Department of Environmental Health if the Sidewalk Vendor intends to sell food or any other item requiring a county Department of Environmental Health permit.

5. Sidewalk Vendors shall properly dispose of solids or liquids consistent with applicable law, and shall not dispose of solids or liquids by discharging such solids or liquids into the Public Right-of-Way and storm drains.
 6. Operate within five hundred (500) feet of a certified farmers' market or swap meet during the operating hours of that certified farmers' market or swap meet.
 7. Operate within five hundred (500) feet of any public sidewalk, street, right-of-way, or other public property approved for commercial filming or a temporary event or festival.
 8. If operating on Public Property other than City parks, the Sidewalk Vendor shall provide evidence of the Public Property owner's written authorization.
 9. If operating in a state right-of-way, the Sidewalk Vendor shall provide evidence of the state's authorization.
 10. Sidewalk Vending Vehicle or Pushcart shall be stored in a garage or such other licensed storage facility authorized to store Sidewalk Vending Vehicles or Pushcarts during a Sidewalk Vending Vehicle's or Pushcart's regular hours of nonoperation.
- (b) All permits shall be displayed in a visible and conspicuous location at all times during the operation of the vending business.

5.18.070 - Stationary Sidewalk Vendor Operational Standards.

In addition to the operational requirements under Section 5.18.060, Stationary Sidewalk Vendors shall not operate under any of the following conditions:

- (a) Leave any stand unattended;
- (b) Store, park, or leave any stand overnight on any public street, sidewalk, or park;
- (c) Sell food or beverages for immediate consumption unless there is a litter receptacle available for patrons' use;
- (d) Leave any location without first disposing of all trash or refuse remaining from sales conducted. Trash and refuse generated by the vending cart operations shall not be disposed of in public trash receptacles;

- (e) Allow any items relating to the operation of the vending business to be placed anywhere other than in, on, or under the stand;
- (f) Set up, maintain, or permit the use of any additional table, crate, carton, rack, or any other device to increase the selling or display capacity of his/her stand where such terms have not been described by his or her application;
- (g) Sell anything other than that which he or she is permitted to sell;
- (h) Sound or permit the sounding of any device that produces any noise in violation of the city's Noise Control Ordinance, Chapter 7.34;
- (i) Operate within fifty (50) feet of a fire hydrant or twenty-five (25) feet of a transit stop;
- (j) Operate within fifty (50) feet of the outer edge of a driveway or vehicular entrance to public or private property in commercial, business park, mixed-use, or industrial zones;
- (k) Vend from the exposed street or alley and/or traffic side of the vending cart;
- (l) Operate in a manner that does not maintain at least four (4) feet of clear space on a public sidewalk;
- (m) Operate as a Stationary Sidewalk Vendor in exclusively residential zones;
- (n) Operate as a Stationary Sidewalk Vendor in any City park for which the City has a signed agreement for concessions that exclusively permits the sale of food or merchandise by the concessionaire(s).
- (o) Operate in violation of any other generally applicable law;
- (p) Display off-site signs. No signs are allowed, except those identifying the name of the product sold (as provided in the application), the name of the vendor, and the posting of prices on the cart. Signs with intermittent, flashing, moving, or blinking light, or varying intensity of light or color, are not permitted.

5.18.080 – Roaming Sidewalk Vendor.

- (a) **Applicability and Exceptions.** The following Roaming Sidewalk Vendors are not subject to the standards in this subsection:

- (1) A roaming vending vehicle or pushcart owned or operated by any public agency;
 - (2) Persons delivering goods, wares, merchandise, fruits, vegetables, or foodstuffs upon order of, or by agreement with, a customer from a store or other fixed place of business or distribution;
 - (3) Vendors participating in farmers markets or other special events as allowed by the city;
 - (4) An event at a school facility or an assembly use facility, if the vendor is operating in partnership with the organization conducting the event and is located on the site of the event (i.e., not in the public right-of-way);
 - (5) Vendors that only sell, display, distribute, solicit, or offer the sale of items that are inherently communicative and have nominal utility apart from its communication (e.g., newspapers, leaflets, pamphlets, buttons, etc.).
- (b) Additional Application Requirements. The application for a Roaming Sidewalk Vendor's permit shall be signed by the applicant and shall include, in addition to the requirements of Section 5.18.050, the following:
- (1) If applicable, the state vehicle license plate number and the vehicle identification number of the Roaming Sidewalk Vendor vehicle.
 - (2) For each person with a ten percent or greater financial interest in the business that operates the Roaming Sidewalk Vendor vehicle, a list, signed under penalty of perjury, of each conviction of such person and whether such conviction was by verdict, plea of guilty, or plea of no contest. The list shall for, each conviction, set forth the date of arrest, the offense charged, and the offense of which the person was convicted. A person who acquires a ten percent or greater financial interest in the business that operates the Roaming Sidewalk Vendor vehicle during the term of the permit issued pursuant to this code shall immediately so notify the director and comply with this subsection.
 - (3) Valid permit issued by the Riverside County Environmental Health Department, if the sidewalk vendor intends to sell food or any other item requiring a county health department permit.

- (c) **Operational Standards.** In addition to the operational requirements under Section 5.18.070, it shall be prohibited for any Roaming Sidewalk Vendor to operate under any of the following conditions:
- (1) Leave any stand or motor vehicle unattended;
 - (2) Store, park, or leave any stand overnight on any public street or sidewalk, or park any motor vehicle other than in a lawful parking place;
 - (3) Sell food or beverages for immediate consumption unless there is a litter receptacle available for patrons' use;
 - (4) Leave any location without first disposing all trash or refuse remaining from sales conducted. Trash and refuse generated by the vending cart operations shall not be disposed of in public trash receptacles;
 - (5) Discharge solids or liquids to the Public Right-of-Way or dispose of such solids or liquids in a manner inconsistent with applicable law;
 - (6) Allow any items relating to the operation of the vending business to be placed anywhere other than in, on, or under the stand or vehicle;
 - (7) Set up, maintain, or permit the use of any additional table, crate, carton, rack, or any other device to increase the selling or display capacity of his/her stand where such terms have not been described by his or her application;
 - (8) Solicit or conduct business with persons in motor vehicles;
 - (9) Sell anything other than that which he or she is permitted to vend;
 - (10) Sound or permit the sounding of any device that produces a loud and raucous noise, or any noise in violation of the city's noise ordinance or use or operate any loud speaker, public address system, radio, sound amplifier, or similar device to attract the attention of the public;
 - (11) Vend without the insurance coverage previously specified;
 - (12) Operate within fifty (50) feet of a fire hydrant or twenty-five (25) feet of a transit stop;

- (13) Operate within twenty-five (25) feet of the outer edge of a driveway or vehicular entrance to public or private property in residential zones;
- (14) Operate within fifty (50) feet of the outer edge of a driveway or vehicular entrance to public or private property in commercial, business park, mixed use, or industrial zones;
- (15) Vend from the exposed street or alley and/or traffic side of the vending cart or vehicle;
- (16) Vend while parked or stopped illegally;
- (17) Vend from any street parking space other than a space parallel to the curb;
- (18) Operate in a manner that does not maintain four (4) feet of clear space on a public sidewalk;
- (19) Operate in any manner or location that blocks any citizen or service entry or exit from any business or residence;
- (20) If applicable, operate from any motor vehicle not licensed by the department of motor vehicles.
- (21) Display off-site signs. No signs are allowed, except those approved in the application which identify the name of the product or the name of the vendor and the posting of prices on the cart. Signs with intermittent, flashing, moving, blinking light, or varying intensity of light or color, are not permitted.

5.18.090 - Additional Operational Standards in Public Parks.

In addition to the operational standards in this Chapter the following shall also be prohibited for any Sidewalk Vendor operating in a public park:

- (a) Operate outside the hours of operation of the park;
- (b) Operate more than six (6) feet from any walking or bicycling pathway in the park;
- (c) Operate within fifty (50) feet of any other sidewalk vendor in the park;

- (d) Operate on, or within twenty-five (25) feet of, any sports field or playground equipment area;
- (e) Utilize any bench, table, barbeque pit, covered gathering area, or other publicly-owned structure or amenity in the park in any way as part of the sidewalk vending operation;
- (f) Operate within twenty-five (25) feet of any bench, table, barbeque pit, covered gathering area, or other publicly-owned structure or amenity in the park.

5.18.100 - Denial of Application.

Any permit may be denied for any of the following causes:

- (a) Fraud or misrepresentation contained in the application for any permit or license required under this Chapter.
- (b) Failure to submit a complete application pursuant to the requirements of this Chapter.

5.18.110. - Appeals.

- (a) Any decision regarding approval, conditional approval, denial, suspension or revocation of a Sidewalk Vendor License may be appealed to the City Manager, or his or her designee, by an applicant, a permit holder or interested party as follows:
 - (1) If the appellant wishes to appeal a decision to the City Manager, or his or her designee, the appellant must file a written appeal with the Perris City Clerk within ten calendar days of the decision. The written appeal shall specify the person making the appeal, the decision appealed from, shall state the reasons for the appeal, and shall include any evidence in support of the appeal which the applicant seeks to be considered by the City Manager, or his or her designee. The written appeal shall also include an appeal fee as set by resolution of the city council.
 - (2) Notice of the time and place of an appeal hearing shall be provided to the appellant within 30 days of receipt by the Perris City Clerk of the written appeal.
 - (3) The appeal hearing shall be held within 60 days of the filing of the written appeal with the Perris City Clerk, unless the 60 day time

limit is waived by the appellant, or unless the City Manager, or his or her designee, continues the appeal hearing date for good cause and upon written notification to the appellant.

- (4) The City Manager, or his or her designee, shall review the facts of the matter, written documents submitted for review, the basis for making the decision which is under appeal, and then determines whether the appealed decision should be reversed or affirmed. The determination made shall be in writing, shall set forth the reasons for the determination, and shall be final unless appealed as provided for below.
- (5) If the appellant wishes to appeal the determination of the City Manager, or his or her designee, then the procedures provided in this section shall be followed for an appeal to the city council, with the exception of the city council may determine to simply affirm by minute order or resolution the determination of the City Manager, or his or her designee, without review, within 60 days of receipt by the Perris City Clerk of the written appeal. Any determination of the city council shall be final.
- (6) The provisions of section 1094.6 of the Code of Civil Procedure sets forth the procedure for judicial review of any final determination. Parties seeking such judicial review shall file such action within 90 days of a determination being made final.

5.18.120. - Service of notices.

All notices required by this Chapter are deemed issued and served upon the date they are either deposited in the United States mail, postage pre-paid, addressed (if to an applicant, a commercial marijuana operation, or an appellant) to the applicant or commercial marijuana operation at the mailing address identified in its application, the last updated address on file with the director's office, or the mailing address on the appeal form; or, the date upon which personal service of the notice is provided to a responsible party.

5.18.130 - Penalty for Violation.

A violation of these sidewalk vending requirements, other than failure to possess a valid sidewalk vending permit, is only punishable by the following:

- (a) An administrative fine of one hundred dollars (\$100.00) for a first violation.

- (b) An administrative fine of two hundred dollars (\$200.00) for a second violation within one year of the first violation.
- (c) An administrative fine of five hundred dollars (\$500.00) for each additional violation within one year of the first violation.
- (d) Rescission/revocation of a sidewalk vending permit for the term of that permit upon the fourth violation or subsequent violations.

Administrative fines under this section shall follow the procedures set forth in Chapter 1.18, provided that additional administrative fines and related fees, assessments, or any other financial conditions beyond those authorized in Section 5.18.130 and Section 5.18.140 shall not be assessed.

5.18.140 – Penalty for Vending Without a Permit.

Vending without a Sidewalk Vending License issued by the City is only punishable by the following:

- (a) An administrative fine of two hundred fifty dollars (\$250.00) for a first violation.
- (b) An administrative fine of five hundred dollars (\$500.00) for a second violation within one year of the first violation.
- (c) An administrative fine of one thousand dollars (\$1,000.00) for each additional violation within one year of the first violation.
- (d) Upon proof of a valid Sidewalk Vending License issued by the City, any administrative fines imposed under this subsection for vending without possessing a copy of the permit shall be reduced to the administrative fines set forth in Section 5.18.130.

Administrative fines under this section shall follow the procedures set forth in Chapter 1.18, provided that additional administrative fines and related fees, assessments, or any other financial conditions beyond those authorized in Section 5.18.130 and Section 5.18.140 shall not be assessed.

5.18.150 – Ability to Pay Determination.

All fines imposed pursuant to this Chapter shall be subject to an ability-to-pay determination as described in California Government Code Section 51039(f). Concurrently with issuing a citation for such fines to a person, the City shall provide the person with notice of his or her right to request an ability-to-pay determination

and shall make available instructions or other materials for requesting an ability-to-pay determination.

5.18.160 - Fees.

An application fee set by resolution of the city council shall be required for formal processing of every application made under this Chapter. The city council is authorized to pass resolutions to recover any and all fees and costs incurred by the administration and implementation of this Chapter through an appropriate fee recovery mechanism.”

Section 11. Effective Date. This Ordinance shall take effect 30 days after its adoption.

Section 12. Severability. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portions thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases or portions thereof be declared invalid or unconstitutional.

Section 13. Certification. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Perris.

ADOPTED, SIGNED and APPROVED this ___ day of _____, 2019.

Michael Vargas, Mayor

ATTEST:

Nancy Salazar, City Clerk

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
CITY OF PERRIS)

I, Nancy Salazar, City Clerk of the City of Perris that the foregoing Ordinance Number ____ was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the ____ day of _____, 2019, and that it was so adopted by the following vote:

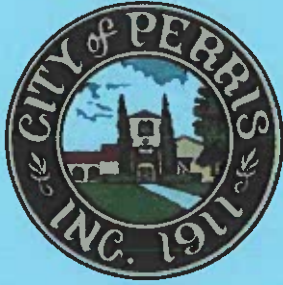
AYES:

NOES:

ABSENT:

Nancy Salazar, City Clerk

Food Trucks	Code Section	Bus License?	Insurance	Trash receptable	Hours of Operation	Signage	Zoning	Distance Requirements	Restroom distance
City of LA	Sec 80.73	Yes		Yes			1 hr per residential/comm location	100 ft intersection	
Corona	No Regulations								
Escondido (old)	Article 7.16-405	Yes (Catered events only)		no less than 2	4 hours a day max	Only on vehicle	Industrial		Within 200 ft
Hesperia	16.16.061	Yes + Mobile Vending License		within 50 feet	8am-9pm in residential	1 mobile sign	2hrs per location, 500ft to next location	500ft from any restaurants	Within 200 ft
Lake Elsinore (old)	5.33	Yes (Catered events only)	Yes	Yes + recycling	7 am - 10 pm	Only on vehicle	Commercial/Manufacturing	250ft from City events	
Menifee	No Regulations								
Murrieta	No Regulations								
Palm Desert/Springs	5.97	Yes + Vehicle License permit	Yes	within 15 feet	9am-5pm or 9am-7pm	Only on vehicle	Doesn't apply to construction sites	1,500ft school, 750ft business	Within 200 ft
Riverside City	5.36 (vehicles only)			within 25 feet				1,000ft school, 300ft business	
Riverside County	8.112	Yes (TUP if only doing events)	Yes	within 20 feet		Only on vehicle		500ft school/park, 100ft crosswalk	Within 200 ft
Santa Ana	Article XIV Sec. 36-700	Yes		within 50 feet		Only on vehicle	Roads < 35mph only. Com/Man Zone	1,00ft school, 250ft from on-site food truck event	Within 200 ft
Permits	5.06, 750; 5.17; 5.18	Yes	Yes	Yes	7am-2am	Only on vehicle			
Mobile Cart Street	Bus License	Residential Zones	Distance requirements					Side walk	Trash receptable
Calabasas	Yes + Vending permit	No stop unless for sale 9-5pm	500 ft from Farmer's market, swap meet, TUP event				Keep 2 ft sidewalk width for ADA	Only those with slope < 5%	
Hemet	yes, 6 months period	May not stop unless for sale	100 ft School, 200 ft City Buildings/police/fire, 10ft crosswalk/hydrant/driveway, 25ft entrance to building.				Insurance required	Paved sidewalks ONLY, 3ft from curb	Yes, within 10 feet
Hesperia	Yes + Vending permit	Prohibited in residential	25 ft bus stop, 50 ft fire hydrant/driveway, 500ft farmers market/TUP					Cart = 4ft wide, 8ft height + length	Yes
Menifee	Yes + Vending permit	No stop unless for sale 9-5pm	200ft TUP/school, 25ft another vendor, 200ft police/fire/church/farmers market, 100ft playground area					4ft path min ADA, Sidewalks only	Yes
Permits	Yes + Vending permit	Yes	500ft from a certified farmers market, 50ft fire hydrant, 25ft transit stop, 50ft from driveway					4ft path min ADA, Sidewalks & Private	Yes



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITAL

MEETING DATE: February 11, 2020
SUBJECT: **Annexation of parcels into CFD 2001-3 (North Perris Public Safety District) – Annexation No. 37**
 Project: March Plaza (PM 37278)
 Owner(s): Ruth Kahn Perris
 APN: 302-090-034 & 302-090-037

REQUESTED ACTION: **Adopt a Resolution of Intention to Annex Territory to CFD 2001-3**

CONTACT: Ernie Reyna, Director of Finance *ER*

BACKGROUND/DISCUSSION:

In early 2002, the City Council formed Community Facilities District 2001-3 (North Perris Public Safety) (the "Original District"), for the purpose of paying for additional public safety and fire protection services within the area services by the Original District. On June 10, 2002, the qualified electors within the Original District approved by more than a two-thirds (2/3) vote the proposition of levying a special tax within the Original District. The Original District encompassed certain developments, including the "Villages of Avalon" and "May Farms" developments. Subsequently, several other developments were annexed to the District and adopted the special taxes to be levied therein (the "Annexations" and, together with the Original District, the "District"). Other development and commercial projects in the City will be annexed to the District in the future.

The property owners of the parcels listed on the map attached to the following Resolution has filed a petition requesting annexation to the District and waiving the notice and time periods for the election as permitted by the Mello-Roos Community Facilities Act of 1982.

This Resolution will commence the annexation process for the property described on the map attached to the resolution to the District. This resolution will set a public hearing for March 31, 2020 regarding the proposed annexation. An election will be held following the public hearing. At that time, the landowner will vote on annexing their property to the District and levying special taxes within their District. The special tax levy for Fiscal Year 2020-21 is \$357.05 for Single-Family Residential Units, \$71.41 for Multi-Family Residential Units, and \$1,428.24 per Acre for Non-Residential Parcels. For each subsequent fiscal year following Fiscal Year 2020-2021, the Maximum Special Tax may be increased by an amount not to exceed two percent (2.00%) per year.

BUDGET (or FISCAL) IMPACT:

The property owner has forwarded a deposit to initiate the annexation process and the City may recoup all costs through the levy of the special tax

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

City Attorney _____

Assistant City Manager _____

Finance Director ER

Attachments:

Perris CFD 2001-3 Annex 37 Resolution of Intention

Consent: x

Public Hearing:

Business Item:

Presentation:

Other:

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 37]

WHEREAS, the City Council (the "Council") of the City of Perris, California (the "City"), on December 11, 2001, has adopted its resolution of intention (the "Resolution of Intention") stating its intention to form Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act") being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, within the territory described more fully on the map entitled "Boundary Map, County of Riverside, California, Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris," a copy of which is on file with the City Clerk of the City of Perris; and

WHEREAS, on January 29, 2002, the Council adopted Resolution No. 3312 ("Resolution 2912") which established the District and called an election within the District on the proposition of levying a special tax; and

WHEREAS, on June 10, 2002, an election was held within the District at which the qualified electors approved by more than a two-thirds (2/3) vote the proposition of levying a special tax pursuant to a special tax formula (the "Rate and Method of Apportionment") as set forth in Resolution No. 3312 and attached hereto and incorporated herein as Exhibit "A", showing the tax levels in fiscal year 2005-06 and certain changes to indicate commencement of the levy the special tax; and

WHEREAS, the Council has heretofore adopted an Ordinance (the "Ordinance") which provided for the levying and collection of special taxes (the "Special Taxes") within the District, as provided in the Act and the Ordinance in accordance with the Rate and Method of Apportionment; and

WHEREAS, a petition (the "Petition") requesting the institution of proceedings for annexation to the District signed by the landowner within the proposed territory to be annexed (the "Property") as more fully described in Exhibit "B", attached hereto and incorporated herein, has been received, filed with and accepted by the City Clerk of the City of Perris; and

WHEREAS, the Council has duly considered the admissibility and necessity of instituting proceedings to annex the Property to the District under and pursuant to the terms and conditions and provisions of Article 3.5 of the Act, commencing with Government Code Section 53339; and

WHEREAS, the Council has determined to institute proceedings for the annexation of such Property to the District, and has determined to (a) set forth the boundaries of the territory which is proposed for annexation to the District, (b) state the public services to be provided in and for the Property, (c) specify the special taxes to be levied with the Property, and (d) set a date, time and place for a public hearing relating to the annexation of the Property to the District and the levy of special tax therein to pay for such public facilities.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Perris, California, as follows:

Section 1. That the above recitals are all true and correct.

Section 2. It is the intention of the Council, acting as the legislative body of the District, to annex the Property to the District under and pursuant to the terms and provisions of the Act. The boundaries of the Property proposed for annexation to the District are more particularly described and shown on that certain map entitled "Annexation Map No. 37 to Community Facilities District No. 2001-3 (North Perris Public Safety)" that has been filed with the City Clerk of the City and a copy of which, together with a legal description of such territory, is described in Exhibit "B". The City Clerk is hereby authorized and directed to endorse the Certificate on said map evidencing the date and adoption of this resolution and is further authorized and directed to file said map with the County Recorder of the County of Riverside in accordance with the provisions of Section 3111 of the California Streets and Highways Code within fifteen (15) days of the adoption of this resolution and not later than fifteen (15) days prior to the date of the public hearing as set forth in Section 5 hereof.

Section 3. It is the intention of the Council to order the financing of (1) fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; (2) police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto (collectively, the "Services"); and (3) the incidental expenses to be incurred in connection with financing the Services and forming and administering the District (the "Incidental Expenses"). The Services are public services that the City or a public agency is authorized by law to contribute revenue to or to provide. A description of the types of Services to be financed is set forth in Resolution No. 3312 and incorporated herein by reference. The Services to be financed by or on behalf of the District are necessary to meet increased demand upon the City and other public agencies as a result of development occurring within the boundaries of the Property. The Property, on a per unit basis, will share in the cost of the Services in the same proportion as units with the existing District pursuant to the Rate and Method of Apportionment.

The final nature and location of the Services will be determined upon the preparation of final plans and specifications which may show substitutes in lieu of, or modifications to, the proposed Services. Any such substitution shall not be deemed a change or modification of the Services so long as the substitution provides a service substantially similar to the Services.

Section 4. It is the intention of the City Council that, except where funds are otherwise available, a special tax sufficient to pay for the Services and the Facilities, including the repayment

of funds advanced to the District, annual administration expenses in determining, apportioning, levying and collecting such special taxes, secured by recordation of a continuing lien against all non-exempt real property within the boundaries of the Property, will be levied annually on land within the boundaries of the Property. The Rate and Method of Apportionment shall remain unchanged as a result of the proposed annexation, except that the conditions to commencement of the tax have been met. The Property will be subject to the Special Tax pursuant to the Rate and Method of Apportionment. The special tax as apportioned to each parcel within the Property is fairly apportioned as determined by the City Council and as permitted by Section 53339.3 of the Act, and the apportionment of the special tax is not on or based upon the value or ownership of real property.

Section 5. Notice is hereby given that on the 31st day of March 2020, at the hour of 6:30 p.m., or as soon thereafter as is practicable, in the chambers of the City Council of the City of Perris, 101 North "D" Street, Perris, California 92570, a public hearing will be held at which the City Council, as the legislative body of the District, shall consider the proposed annexation of the Property and all other matters as set forth in this Resolution of Intention. At the above-mentioned time and place for such public hearing, any persons interested, including all taxpayers, property owners and registered voters within the District and the Property proposed to be annexed, may appear and be heard, and such testimony for or against the proposed annexation will be heard and considered.

Section 6. Any protests may be made orally or in writing, except that any protests pertaining to the regularity or sufficiency of such proceedings shall be in writing and shall clearly set forth the irregularities and defects to which the objection is made. All written protests shall be filed with the City Clerk on or before the time fixed for such public hearing, and any written protest may be withdrawn in writing at any time before the conclusion of such public hearing. If written protests against the proposed annexation are filed by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the existing District, or by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the Property proposed to be annexed, or by owners of one-half (1/2) or more of the area of land included within the existing District, or by owners of one-half (1/2) or more of the area of land proposed to be annexed to the District, the proceedings shall be abandoned as to those matters receiving a majority protest.

Section 7. If, following the public hearing described herein, the Council determines to annex the Property to the District and levy a special tax thereon, the Council shall then submit the annexation of the Property and levy of the special tax to the qualified voters of the Property. If at least twelve (12) persons, who need not necessarily be the same twelve (12) persons, have been registered to vote within the territory of the Property for each of the ninety (90) days preceding the close of the public hearing, the vote shall be by registered voters residing within the Property, with each voter having one (1) vote. Otherwise, the vote shall be a mail ballot election, consistent with Section 53327.5 of the Act, by the landowners of the Property who are owners of record at the close of the public hearing, with each landowner having one (1) vote for each acre or portion of an acre of land owned within the Property. The number of votes to be voted by a particular landowner shall be specified on the ballot provided to that landowner.

Section 8. The City may accept advances of funds or work-in-kind from any sources, including, but not limited to, private persons or private entities, for any authorized purpose, including, but not limited to, paying the cost incurred in annexing the Property to the District. The District may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the Council, with or without interest.

Section 9. The City Clerk is hereby directed, to the extent that such notice is required, to publish a notice (“Notice”) of the hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of the proposed District. Such Notice shall contain the text of this Resolution, state the time and place of the hearing, a statement that the testimony of all interested persons or taxpayers will be heard, a description of the protest rights of the registered voters and landowners in the proposed District as provided in Section 53324 of the Act and a description of the proposed voting procedure for the election required by the Act. Such publication shall be completed at least seven (7) days prior to the date of the Hearing.

Section 10. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED and APPROVED this 11th day of February, 2020.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) §
CITY OF PERRIS)

I, NANCY SALAZAR, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO
HEREBY CERTIFY that the foregoing Resolution Number _____ was duly and regularly
adopted by the City Council of the City of Perris at a regular meeting held the 11th day of February,
2020, by the following called vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

City Clerk, Nancy Salazar

Exhibit A

**CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2001-3
NORTH PERRIS PUBLIC SAFETY**

SPECIAL TAX RATE AND METHOD OF APPORTIONMENT

A. BASIS OF SPECIAL TAX LEVY

A Special Tax shall be levied on all Taxable Property in Community Facilities District No. 2001-3 ("District"), North Perris Public Safety of the City of Perris and collected each fiscal year commencing in Fiscal Year 2005/06 in an amount determined by the Council through the application of this Rate and Method of Apportionment of the Special Tax. All of the real property in the District unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

B. DEFINITIONS

Act means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 and following of the California Government Code.

Administrative Expenses means the costs incurred by the City to determine, levy and collect the Special Taxes, including salaries of City employees and the fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls; preparation of required reports, and any other costs required to administer the District as determined by the Finance Director.

Annual Cost(s) means for each fiscal year, the total of 1) the estimated cost of services provided through the Police & Fire Protection Program adopted by the City; 2) Administrative Expenses, and 3) any amounts needed to cure actual or projected delinquencies in Special Taxes for the current or previous fiscal year.

Annual Tax Escalation Factor means an increase in the Maximum Special Tax Rate each year following the Base Year in an amount not to exceed 2.00% annually.

Base Year means Fiscal Year ending June 30, 2006.

City means the City of Perris, California.

Council means the City Council of the City of Perris as the legislative body for the District under the Act.

County means the County of Riverside, California.

Developed Parcel means for each fiscal year, each Parcel for which a building permit for new construction or renovations was issued prior to March 1 of the previous fiscal year.

District means the Community Facilities District No. 2001-3, ("CFD 2001-3), North Perris Public Safety of the City of Perris.

Exempt Parcel means any Parcel that is not a Residential Parcel or a Non-Residential Parcel. Exempt Parcels are exempt from the levy of Special Taxes.

Finance Director means the Finance Director for the City of Perris or his or her designee.

Fiscal Year means the period starting July 1 and ending the following June 30.

Maximum Special Tax means the greatest amount of Special Tax that can be levied against a Parcel in a given fiscal year calculated by multiplying the Maximum Annual Special Tax Rate by the relevant acres or units of the Parcel.

Maximum Special Tax Rate means the amount determined pursuant to Section D below, which will be used in calculating the Maximum Special Tax for a Parcel based on its land use classification. Each fiscal year following the Base Year, the Maximum Special Tax Rate shall be increased in accordance with the Annual Tax Escalation Factor and otherwise adjusted as provided in this Special Tax Rate and Method of Apportionment.

Maximum Special Tax Revenue means the greatest amount of revenue that can be collected in total from a group of Parcels by levying the Maximum Special Tax.

Multi-Family Residential Unit means each multi-family attached residential unit located on a Developed Parcel.

Non-Residential Acres means the acreage of a Non-Residential Parcel. The acreage assigned to such a Parcel shall be that shown on the County assessor's parcel map.

Non-Residential Parcel means a Developed Parcel for which a building permit(s) was issued for private non-residential use. Non-Residential Parcels do not include Parcels that are intended to be, (1) publicly owned or owned by a regulated public utility, or (2) assigned minimal value or is normally exempt from the levy of general *ad valorem* property taxes under California law, including homeowners association property, public utility, public streets; schools; parks; and public drainage ways, public landscaping, greenbelts, and public open space.

Parcel means a lot or parcel shown on an assessor's parcel map with an assigned assessor's parcel number located in the District based on the last equalized tax rolls of the County.

Police & Fire Protection Program means a program adopted by the Council pursuant to Section 53313 of the Act for the provision, in a defined area of benefit, of police and fire protection services that are in addition to those services that would be provided to the area of the District if the District were not in existence.

Residential Parcel means a Developed Parcel for which a building permit(s) was issued for residential use.

Single-Family Residential Unit means a Developed Parcel used for single-family detached residential development.

Special Tax(es) means any tax levy under the Act in the District.

Taxable Property means every Residential Parcel and Non-Residential Parcel.

C. DURATION OF THE SPECIAL TAX

Duration of Special Tax for Taxable Property in the District shall remain subject to the Special Tax in perpetuity.

D. ASSIGNMENT OF MAXIMUM SPECIAL TAXES

1. Classification of Parcels

Each fiscal year, using the Definitions above, each Parcel of Taxable Property is to be classified as either a Residential Parcel or Non-Residential Parcel. Each Residential Parcel is to be further classified as either a Single-Family Unit or as the number of Multi-Family Units located on such Parcel.

2. Maximum Special Tax Rates

TABLE 1
Maximum Special Tax Rate for Developed Property in
Community Facilities District No. 2001-3
Fiscal Year 2005/06

Tax Status	Base Year Maximum Special Tax Rate	Tax Levy Basis
Single Family Residential Unit	\$265.30	Per Unit
Multi-Family Residential Unit	\$53.06	Per Unit
Non-Residential Parcel	\$1,061.21	Per Acre

On July 1st of each fiscal year, commencing July 1, 2006, the Maximum Special Tax Rates shall be increased in accordance with the Annual Tax Escalation Factor.

E. SETTING THE ANNUAL SPECIAL TAX LEVY

The Special Tax levy for each Parcel of Taxable Property will be established annually as follows:

1. Compute the Annual Costs using the definitions in Section A.
2. Calculate the available special tax revenues by taxing each Parcel of Taxable Property at 100.00% of its Maximum Special Tax. If revenues are greater than the Annual Costs, reduce the tax proportionately against all Parcels until the tax levy is set at an amount sufficient to cover Annual Costs.
3. Levy on each Parcel of Taxable Property the amount calculated above. No Special Tax shall be levied on Exempt Parcels.

The City shall make every effort to correctly assign the number of taxable units and calculate the Special Tax for each Parcel. It shall be the burden of the taxpayer to correct any errors in the determination of the Parcels subject to the tax and their Special Tax assignments.

F. ADMINISTRATIVE CHANGES AND APPEALS

The Finance Director or designee has the authority to make necessary administrative adjustments to the Special Tax Rate and Method of Apportionment in order to remedy any portions of the Special Tax formula that require clarification.

Any taxpayer who feels that the amount of the Special Tax assigned to a Parcel is in error may file a notice with the Finance Director appealing the levy of the Special Tax. The Finance Director will then promptly review the appeal, and if necessary, meet with the applicant. If the Finance Director verifies that the tax should be modified or changed, a recommendation at that time will be made to the Council and, as appropriate, the Special Tax levy shall be corrected and, if applicable in any case, a refund shall be granted.

Interpretations may be made by Resolution of the Council for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to the District.

G. MANNER OF COLLECTION

The Special Tax will be collected in the same manner and at the same time as *ad valorem* property taxes; provided; however, the City or its designee may directly bill the Special Tax and may collect the Special Tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary to meet its financial obligation.

Exhibit B

**COMMUNITY FACILITIES DISTRICT NO. 2001-3
(NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 37**

BOUNDARY MAP

[See Attached]



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: February 11, 2020

SUBJECT: Emergency Replacement of Sewer Line at Metz Road and Perris Blvd.

REQUESTED ACTION: That the City Council Ratify Construction Change Order (CCO) No. 1 to Romo Pipeline in the amount of \$86,138 for emergency sewer line replacement extension; Approve a budget amendment request for Fiscal Year 2019/2020 to appropriate up to \$100,000 to cover the CCO No. 1 amount plus contingency and construction management services; and Authorize the City Manager to execute CCO No. 1 and all necessary documents

CONTACT: Clara Miramontes, Assistant City Manager *CM*

BACKGROUND/DISCUSSION:

On January 14, 2020 the City Council ratified Purchase Order No. 203950 and approved Contract Services Agreement with Romo Pipeline (Contractor) for an emergency replacement of 8-inch sewer line along the alley way parallel to Perris Blvd. between Metz Road and Bowen Road, and along Metz Road between the alley way and Perris Blvd. During construction, the contractor discovered that another section downstream of the project limit had also collapsed. This section is located along Perris Boulevard between Metz and Jarvis (See Location Map).

The work within the original scope of the emergency sewer replacement has been completed except for minor cleanup, and the contractor is getting ready to de-mobilize. To avoid incurring unnecessary cost of another mobilization staff is recommending that approximately 650 lineal feet of 8-inch sewer line and a manhole be replaced and reconstructed immediately.

Romo Pipeline has submitted a CCO No. 1 in the amount of \$86,138.33.

As stated above, it is necessary to replace the additional sewer line as soon as possible in which staff has authorized CCO No. 1 in the amount of \$86,138.33 (GL Account: 001-2021) with the intent to be presented to the City Council at its earliest available meeting for ratification.

Romo Pipeline has begun the work estimated to be completed within three (3) calendar weeks.

Total funding to complete the project is estimated to be \$100,000 as itemized below,

- | | |
|---|---------------------|
| • Construction Costs | \$ 86,138.33 |
| • Project Contingencies & Construction Management | <u>\$ 13,861.67</u> |
| Total | \$100,000 |

BUDGET (or FISCAL) IMPACT:

Costs associated for the construction of the sewer replacement requires City Council approval of a budget amendment in Fiscal Year 2019-2020, appropriating a total amount of \$100,000 from the General Fund to Sewer Fund No. 511

Prepared by: Joe Indrawan, Interim Public Works Director/ Interwest Consulting Group

REVIEWED BY:

City Attorney _____

Assistant City Manager cm

Finance Director _____

Attachments: Location Map
Romo Pipeline Estimate for CCO No. 1

Consent: X

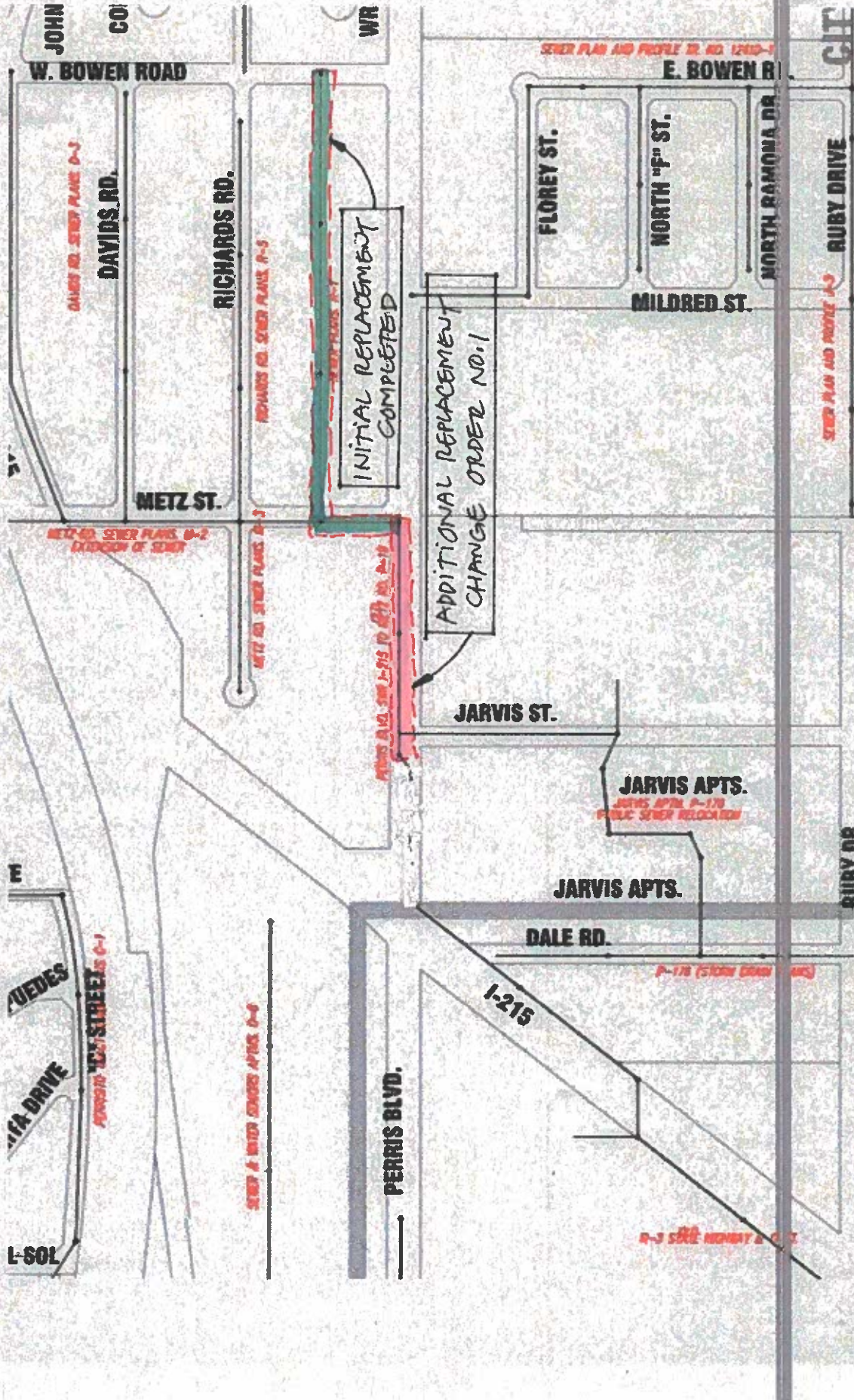
Public Hearing:

Business Item:

Presentation:

Other:

EMERGENCY SEWER REPLACEMENT "LOCATION MAP"



- ▲ PERRIS / METZ EMERGENCY SEWER REPLACEMENT
- INITIAL REPLACEMENT
- ADDITIONAL REPLACEMENT

ROMO PIPELINE
 28039 SCOTT RD. D174
 MURRIETA CA 92563

ESTIMATE

Date	1/22/2021
	1349

PREPARED FOR:
CITY OF PERRIS 1015 S 'G' STREET PERRIS CA 92570

Item #	Description	Qty	Rate	Total
	DESCRIPTION: SEWER REPLACEMENT LOCATION: BETWEEN METZ RD & JARVIS			
1	MOBILIZATION	1	600.00	600.00
2	TRAFFIC CONTROL	1	4,200.00	4,200.00
3	POT HOLE EX. LINES (10)	10	150.00	1,500.00
4	SAW CUT EX. ASPHALT & REMOVE (650FT X2FT X 5FT)	1	2,990.00	2,990.00
5	GRIND EX. ASPHALT (650FT X 2FT X 2IN)	1	3,500.00	3,500.00
6	TRENCH SECURITY	1	2,990.00	2,990.00
7	INSTALL 650LF- 8IN SDR PIPE	650	33.00	21,450.00
8	DIG & BACKFILL TRENCH (650LF)	650	33.00	21,450.00
9	TEMPORARY COLD PATCH (650LF X 2LF X 2IN)	1	3,250.00	3,250.00
10	CONSTRUCT 1-48IN SEWER MH	1	5,500.00	5,500.00
11	HOT PERMANENT ASPHALT PATCH (650LF X 2FT X 5IN)	1	15,708.33	15,708.33
12	RECONNECT 12-4IN SEWER LATERALS	12	250.00	3,000.00
Total				

Signature

CONSTRUCTION CHANGE ORDER NO. 1

ROMO PIPELINE
 28039 SCOTT RD. D174
 MURRIETA CA 92563

ESTIMATE

Date	
1/22/2020	1349

PREPARED FOR:
CITY OF PERRIS 1015 S 'G' STREET PERRIS CA 92570

Item #	Description	Qty	Rate	Total
	INCLUDES ALL COSTS INCLUDING LABOR, MATERIAL, TOOLS & EQUIPMENT NECESSARY TO COMPLETE THE JOB.			
	QUALIFICATIONS: NATIVE MATERIAL BACKFILL, BID BASED UPON ONE MOVE, WORK DONE DURING NORMAL WORKING HOURS, TRAFFIC CONTROL PER MANUAL			
	EXCLUSIONS: BOND FEES, ASSESSMENTS, PERMITS, SURVEY, ENGINEERING, CONSTRUCTION WATER, SWPPP, BMP'S, NPDES, COMPACTION AND SOILS TESTING, HAUL AWAY ROCK EXCAVATION, DEWATERING, LANDSCAPE RESTORATION, REMOVE/REPLACE/RELOCATE INTERFERING UTILITIES, HAZARDOUS MATERIAL OF ANY KIND, CITY, AGENCY, COUNTY PERMIT FEES. TRAFFIC CONTROL PLAN FEES. EXCESSIVE GROUNDWATER OR ROCK FINDINGS MAY REQUIRE EXTRA WORK ORDER. EXCLUDES IMPORT AND/OR EXPORT SOIL.			
	BASED ON PREVAILING WAGES VALID FOR 30 DAYS FROM THE DAY OF SUBMISSION.			
Total				\$86,138.33

Signature

Consent: February 11, 2020
Public Hearing:
Business Item:
Presentation:
Other:

CITY OF PERRIS
CONTRACT SERVICES AGREEMENT FOR
PROFESSIONAL SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this ____ day of _____, 20__, by and between the City of Perris, a municipal corporation ("City"), and Willdan Financial Services, a [California corporation] ("Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner. If authorized, Consultant shall furnish additional services and to the extent that the additional services have been identified in this Agreement, they are itemized in "Exhibit A" and will be paid for by the City as indicated in Section 2.0 hereof. As further additional services are requested by City, this Agreement may be modified and subject to mutual consent by execution of an addendum by authorized representatives of both parties, setting forth the additional scope of services to be performed, the performance time schedule and the compensation for such services.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the City and any federal, state or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "B"* and incorporated herein by this reference, but not exceeding the maximum contract amount of One Hundred and Eleven Thousand dollars (\$111,000.00) ("Contract Sum") comprising \$55,500 for Fiscal Year 2020/2021 and \$55,500 for Fiscal Year 2021/2022. The Consultant will be reimbursed for reasonable out-of-pocket expenses outlined under *Exhibit "B"*. The Consultant shall bill for any additional services requested in writing by the City in accordance with the hourly rates provided in *Exhibit "B"*.

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant shall be paid monthly. Consultant may submit monthly statements and it is intended that City will make payments to Consultant within thirty (30) days of invoice. All invoices not paid within thirty (30) days shall bear interest at the rate of one and one-half percent per month or the then-legal rate allowed.

3.0 COORDINATION OF WORK

3.1 Representative of Consultant. Mark J. Risco is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and make all decisions in connection therewith.

3.2 Contract Officer. The City's City Manager is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City may designate another Contract Officer by providing written notice to Consultant.

3.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

3.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth on *Exhibit "A"*. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,00.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of professional liability insurance in an amount not less than \$1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Consultant agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 4.1.

4.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or

individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligence or other wrongful conduct in the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

5. TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until October 30, 2021 and extended annually until October 30, 2022, subject to approval by City Manager.

5.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of the notice of termination, the Consultant shall immediately cease all work or services hereunder except as may be specifically approved by the Contract Officer. In the event of termination by the City, Consultant shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Contract Officer and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

6. MISCELLANEOUS

6.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through it, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

6.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

6.3 Conflict of Interest. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any state statute or regulation. The Consultant warrants that it has not paid or given

and will not pay or give any third party any money or other consideration for obtaining this Agreement. When requested by the Contract Officer, prior to the City's execution of this Agreement, Consultant shall provide the City with an executed statement of economic interest.

6.4 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Perris, 101 North "D" Street, Perris, CA 92570, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

6.5 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

6.6 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by a writing signed by both parties.

6.7 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

6.8 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.9 Attorneys' Fees. If either party to this Agreement is required to initiate, defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment.

6.10 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the

entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST: "CITY"
CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

By: _____
Michael M. Vargas, Mayor

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Eric L. Dunn, City Attorney

"CONSULTANT"
Willdan Financial Services, a California Corporation

By: _____
Signature
Mark J. Risco, President and CEO

By: _____
Signature
Rebekah Smith, Assistant Secretary

(Corporations require two signatures; *one from each* of the following: A. Chairman of Board, President, any Vice President; *AND B.* Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.)

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

Outlined below is Willdan's work plan, scope of services, specific to the following Assessment Engineering Districts: Flood Control Maintenance District No. 1; Maintenance District No. 84-1; and Landscape Maintenance District No. 1.

Annual Administration of Landscape and Lighting Acts of 1972 Districts

Willdan will perform the following tasks to administer the Flood Control Maintenance District No. 1 (9,802 parcels); Maintenance District No. 84-1 (14,666 parcels) and Landscape Maintenance District No. 1 (12,455 parcels) tax rolls to levy assessments for Fiscal Years 2020 - 2022. These tasks will be performed in compliance with the Lighting and Landscaping Act of 1972 and California Constitution Article XIII D (Proposition 218).

1. Schedule an annual Kick-off meeting with City staff to review the existing district information; and identify and discuss possible changes to the district for the upcoming fiscal year, including budget issues, annexations, modification, or expansion of district improvements, as well as legislative changes that may impact the district. Based on the issues discussed, appropriate meeting dates for City Council action will be finalized.
2. Maintain and periodically update the existing database. Compare with the previous fiscal year tax rolls to determine any discrepancies and report to City.
3. Attend up to two (2) City meetings, public hearings, and/or staff meetings. Willdan will also be available to answer any questions requested by staff.
4. Prepare the annual Engineer's Report for each district. This report will include the following required items:
 - A general description of the district, which may include key historical facts, zone designations and discussion of district benefits;
 - A description of the plans and improvement specifications (this may apply to documents to obtain details on file at the City);
 - An estimate of the costs of the improvements (budget);
 - A description of the Method of Apportionment (assessment calculation);
 - A diagram of the district;
 - An assessment of the estimated cost to each parcel; and
 - An affidavit stating that a professional engineer has prepared the report.
5. Provide the Engineer's Report in PDF format. Upon request, provide the City with two (2) bound copies of the full Engineer's Report, including the collection roll (one [1] for the City Clerk, and one [1] for City staff), and one (1) unbound copy of the Engineer's Report for staff to reproduce, as needed.
6. Provide assessment amounts for each parcel by Assessor's Parcel Number to the County Auditor/Controller's Office in the media, format and configuration required by the County for placement on the annual property tax roll as provided by the City.
7. Prepare resolutions and staff reports ordering the levy, collection of assessments, and any other necessary information to the County Auditor/Controller's Office.
8. After confirmation of the assessment rates by City Council, submit assessment rolls for each district in the required format to the County of Riverside Auditor/ Controller's office.
9. Research the exceptions upon receipt of a parcel exceptions list from the County; and update parcel number changes, as well as report the revised parcels and updated levy amounts to the County. As necessary, Willdan will prepare for City staff additional County-required correspondences relating to the submittal, correction, or removal of assessments to the County tax roll.

10. Furnish one (1) bound copy and digital file in Excel format of the Final Assessment Roll for each district to the City.
11. Act as primary contact (at the discretion of the City) to answer property owner questions regarding the district(s) and assessments. Willdan typically provides the County our toll-free telephone number for inclusion on the tax bills for property owners to call with questions.
12. Upon City's approval prepare and mail invoices (handbills) to all property owners whose proposed annual assessment for their parcel could not be applied to the County tax roll (parcels for which the County does not generate a tax bill). These invoices would be provided in two (2) installments, similar to the County tax bills, and would be payable directly to the City.

Client Responsibilities – Annual Administration

Willdan will rely on obtaining the following information from the City in order to properly administer the City's 1972 Act Districts.

- Publishing the public hearing notices in the local newspaper and posting notice of the public hearing, as required by law.
- Updated boundary diagram (if an updated diagram is required).
- Electronic listing of new/changed exemption information applicable to the sewer charges.
- An annual listing (preferably electronic) of water usage to be used for calculating sewer charges, if needed.
- City attorney review of all resolutions for form and content.
- Copies of staff reports; scheduling of agenda items; resolutions; and other legal notices connected with the annual levy, as may be required for Willdan to complete the scope of work outlined.
- Copies of the City ordinance establishing the charges or changes to the ordinance.
- Annual budget information, including estimated fund balances.
- An electronic listing of all parcels within each district for the most recent fiscal year, with the corresponding parcel information necessary to calculate the assessments.
- Certified copies of the resolution(s) or other documentation required by the County for submittal of the annual levy.
- The City will assist Willdan in obtaining pertinent development information, if needed.

Annexation Services

As directed by the City Engineer, Willdan will provide services for the annexation of new developments into the City's Maintenance Districts, Maintenance District No. 84-1, Flood Control Maintenance District No. 1, and/or Landscape Maintenance District No. 1.

The City of Peris acknowledges that Willdan shall be relying upon the accuracy and validity of the information provided by the City or their designees and that Willdan shall not be liable for any inaccuracies contained therein.

EXHIBIT "B"

SCHEDULE OF COMPENSATION

Willdan Financial Services (“Willdan”) proposes to provide Assessment Engineering Services to the City of Perris as identified within the Work Plan, for a *fixed fee of \$110,000 for a two (2) year contract*; plus an additional 3 one (1) year options to renew at the same fee, with no CPI inflator.

The fees below are based on the time estimated that will be spent on average each year.

Annual Administration – Landscape and Lighting Act of 1972

Annual Administration Fees		
District	FY 2020-21	FY 2021-22
Flood Control Maintenance District No. 1	\$18,500.00	\$18,500.00
Maintenance District No. 84-1	\$18,500.00	\$18,500.00
Landscape Maintenance District No. 1	\$18,500.00	\$18,500.00
Sub-Total	\$55,500.00	\$55,500.00

Annexation Services

For annexation services , in addition to \$55,500 per year, the City shall pay to Contractor for all performances rendered with respect to the annexation of new developments to Flood Control Maintenance District No. 1, Maintenance District No. 84-1, and Landscape Maintenance District No. 1 as described in the Scope of Services, a Lump Sum amount not to exceed \$3,500 per annexation.

Reimbursable Expenses

Willdan will be reimbursed for out-of-pocket expenses. Examples of reimbursable expenses include but are not limited to the following items.

- Postage
- Travel expenses
- Mileage (current prevailing federal mileage rate)
- Maps
- Electronic data furnished from the county and/or other applicable resources
- Construction cost periodicals
- Copying (currently 6¢ per copy)

Any additional expense for reports or from outside services will be billed to the City. Charges for meeting and consulting with counsel, the City, or other parties regarding services not listed in the scope of work will be invoiced at our then-current hourly rates (see “Additional Services” below).

In the event that a third-party requests documentation, Willdan may, in accordance with our applicable rate schedule, charge such third party for providing said documents.

Additional Services

Additional authorized services will be billed at Willdan's then-current hourly consulting rates. Our current hourly rates are presented below.

Title	Hourly Rate	Title	Hourly Rate
Group Manager	\$210	Principal Engineer and Principal Consultant	\$200
Senior Project Manager	\$165	Project Manager	\$145
Senior Project Analyst	\$130	Senior Analyst	\$120
Analyst	\$100	Property Owner Service Representative	\$55
Support Staff	\$50		



November 22, 2019

Ms. Liset Hernandez
Special Districts Supervisor
City of Perris
101 N. D Street
Perris, CA 92570

Re: *Renewal Proposal for Annual Administration of Landscape and Lighting Acts of 1972 Districts for the City of Perris*

Dear Ms. Hernandez:

Pursuant to your request, Willdan Financial Services is providing our scope of services and fees to provide Annual Administration of Landscape and Lighting Acts of 1972 Administration services for Flood Control Maintenance District No. 1; Maintenance District No. 84-1; and Landscape Maintenance District No. 1, for the next two (2) years, with an additional 3 one (1) year options to renew at the same fee.

We look forward to continuing to serve the City of Perris and working with you and your staff. If you have any questions regarding this contract, please contact me at (951) 587-3564; I may also be reached via email at dlouie@willdan.com.

Sincerely,

WILLDAN FINANCIAL SERVICES

A handwritten signature in blue ink that reads 'Daniel Louie' in a cursive script.

Daniel Louie
Project Manager
District Administration Services

Scope of Services

Proposed Work Plan and Approach

Outlined below is Willdan's work plan, scope of services, specific to the following Assessment Engineering Districts: Flood Control Maintenance District No. 1; Maintenance District No. 84-1; and Landscape Maintenance District No. 1.

Annual Administration of Landscape and Lighting Acts of 1972 Districts

Willdan will perform the following tasks to administer the Flood Control Maintenance District No. 1 (9,802 parcels); Maintenance District No. 84-1 (14,666 parcels) and Landscape Maintenance District No. 1 (12,455 parcels) tax rolls to levy assessments for Fiscal Years 2020 - 2022. These tasks will be performed in compliance with the Lighting and Landscaping Act of 1972 and California Constitution Article XIII D (Proposition 218).

1. Schedule an annual Kick-off meeting with City staff to review the existing district information; and identify and discuss possible changes to the district for the upcoming fiscal year, including budget issues, annexations, modification, or expansion of district improvements, as well as legislative changes that may impact the district. Based on the issues discussed, appropriate meeting dates for City Council action will be finalized.
2. Maintain and periodically update the existing database. Compare with the previous fiscal year tax rolls to determine any discrepancies and report to City.
3. Attend up to two (2) City meetings, public hearings, and/or staff meetings. Willdan will also be available to answer any questions requested by staff.
4. Prepare the annual Engineer's Report for each district. This report will include the following required items:
 - A general description of the district, which may include key historical facts, zone designations and discussion of district benefits;
 - A description of the plans and improvement specifications (this may apply to documents to obtain details on file at the City);
 - An estimate of the costs of the improvements (budget);
 - A description of the Method of Apportionment (assessment calculation);
 - A diagram of the district;
 - An assessment of the estimated cost to each parcel; and
 - An affidavit stating that a professional engineer has prepared the report.
5. Provide the Engineer's Report in PDF format. Upon request, provide the City with two (2) bound copies of the full Engineer's Report, including the collection roll (one [1] for the City Clerk, and one [1] for City staff), and one (1) unbound copy of the Engineer's Report for staff to reproduce, as needed.
6. Provide assessment amounts for each parcel by Assessor's Parcel Number to the County Auditor/Controller's Office in the media, format and configuration required by the County for placement on the annual property tax roll as provided by the City.
7. Prepare resolutions and staff reports ordering the levy, collection of assessments, and any other necessary information to the County Auditor/Controller's Office.
8. After confirmation of the assessment rates by City Council, submit assessment rolls for each district in the required format to the County of Riverside Auditor/ Controller's office.
9. Research the exceptions upon receipt of a parcel exceptions list from the County; and update parcel number changes, as well as report the revised parcels and updated levy amounts to the County. As necessary, Willdan will prepare for City staff additional County-required correspondences relating to the submittal, correction, or removal of assessments to the County tax roll.
10. Furnish one (1) bound copy and digital file in Excel format of the Final Assessment Roll for each district to the City.



11. Act as primary contact (at the discretion of the City) to answer property owner questions regarding the district(s) and assessments. Willdan typically provides the County our toll-free telephone number for inclusion on the tax bills for property owners to call with questions.
12. Upon City's approval prepare and mail invoices (handbills) to all property owners whose proposed annual assessment for their parcel could not be applied to the County tax roll (parcels for which the County does not generate a tax bill). These invoices would be provided in two (2) installments, similar to the County tax bills, and would be payable directly to the City.

Client Responsibilities – Annual Administration

Willdan will rely on obtaining the following information from the City in order to properly administer the City's 1972 Act Districts.

- Publishing the public hearing notices in the local newspaper and posting notice of the public hearing, as required by law.
- Updated boundary diagram (if an updated diagram is required).
- Electronic listing of new/changed exemption information applicable to the sewer charges.
- An annual listing (preferably electronic) of water usage to be used for calculating sewer charges, if needed.
- City attorney review of all resolutions for form and content.
- Copies of staff reports; scheduling of agenda items; resolutions; and other legal notices connected with the annual levy, as may be required for Willdan to complete the scope of work outlined.
- Copies of the City ordinance establishing the charges or changes to the ordinance.
- Annual budget information, including estimated fund balances.
- An electronic listing of all parcels within each district for the most recent fiscal year, with the corresponding parcel information necessary to calculate the assessments.
- Certified copies of the resolution(s) or other documentation required by the County for submittal of the annual levy.
- The City will assist Willdan in obtaining pertinent development information, if needed.

Annexation Services

As directed by the City Engineer, Willdan will provide services for the annexation of new developments into the City's Maintenance Districts, Maintenance District No. 84-1, Flood Control Maintenance District No. 1, and/or Landscape Maintenance District No. 1.

The City of Peris acknowledges that Willdan shall be relying upon the accuracy and validity of the information provided by the City or their designees and that Willdan shall not be liable for any inaccuracies contained therein.

Proposed Fees

Willdan Financial Services (“Willdan”) proposes to provide Assessment Engineering Services to the City of Perris as identified within the Work Plan, for a **fixed fee of \$110,000 for a two (2) year contract**, plus an additional 3 one (1) year options to renew at the same fee, with no CPI inflator.

The fees below are based on the time estimated that will be spent on average each year.

Annual Administration – Landscape and Lighting Act of 1972

Annual Administration Fees		
District	FY 2020-21	FY 2021-22
Flood Control Maintenance District No. 1	\$18,500.00	\$18,500.00
Maintenance District No. 84-1	\$18,500.00	\$18,500.00
Landscape Maintenance District No. 1	\$18,500.00	\$18,500.00
Sub-Total	\$55,500.00	\$55,500.00

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For annexation services, in addition to \$55,500 per year, the City shall pay to Contractor for all performances rendered with respect to the annexation of new developments to Flood Control Maintenance District No. 1, Maintenance District No. 84-1, and Landscape Maintenance District No. 1 as described in the Scope of Services, a Lump Sum amount not to exceed \$3,500 per annexation.

Reimbursable Expenses

Willdan will be reimbursed for out-of-pocket expenses. Examples of reimbursable expenses include but are not limited to the following items.

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In the event that a third-party requests documentation, Willdan may, in accordance with our applicable rate schedule, charge such third party for providing said documents.

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Senior Project Analyst	\$130	Senior Analyst	\$120
Analyst	\$100	Property Owner Service Representative	\$55
Support Staff	\$50		



CITY OF PERRIS


CITY COUNCIL AGENDA SUBMITTAL

8.E.

MEETING DATE: February 11, 2020

SUBJECT: Cooperative Agreement Between City of Perris and Riverside County Flood Control and Water Conservation District for Nuevo Road Bridge Reconstruction and Widening Project (CIP S076)

REQUESTED ACTIONS: Staff recommends that the City Council approve the Cooperative Agreement between the City of Perris and Riverside County Flood Control and Water Conservation District for Nuevo Road Bridge Reconstruction and Widening Project, and authorize the City Manager to execute the agreement

CONTACT: Stuart E. McKibbin, City Engineer 

BACKGROUND/DISCUSSION:

On December 10, 2019, Council awarded the construction contract for Nuevo Road Bridge Reconstruction and Widening Project. As part of this project is within Riverside County Flood Control and Water Conservation District (District) right of way for Perris Valley Storm Drain Channel and includes the construction of Perris Valley Master Drainage Plan Line L, Stage 2, a cooperative agreement had to be developed between the City of Perris and District.

The cooperative agreement memorializes the mutual understandings by and between City and District with respect to design, construction, inspection, ownership, operations and maintenance and includes the following key items:

- The City's project will relocate and construct District's stream gauge to collect storm flow data. The stream gauge will be maintained by the District after construction is complete.
- The City's project will construct Line L, Stage 2 which is identified in the District's Perris Valley Master Drainage Plan. This will provide storm drain piping from Murrieta Road to Perris Valley Storm Drain Channel. Line L, Stage 2 will be maintained by the District after construction is complete.
- The City's project will widen and improve Perris Valley Storm Drain Channel upstream and downstream of the Nuevo Road Bridge.
- The District is willing to vacate a portion of their right-of-way to the public for the ultimate width of Nuevo Road Bridge.

Staff recommends Council approve the attached cooperative agreement between the City of Perris and Riverside County Flood Control and Water Conservation District and authorize the City Manager to execute the agreement. The District has advised that they will schedule the agreement at their next available meeting for Board's action.

BUDGET (or FISCAL) IMPACT:

No fiscal impact.

Prepared by: Brad Brophy, Deputy City Engineer

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Finance Director _____

Attachment: Cooperative Agreement

Consent Item

COOPERATIVE AGREEMENT
Perris Valley MDP – Line L, Stage 2
Project No. 4-0-00510
Miscellaneous No. 179
(Nuevo Bridge Widening Project)

This Cooperative Agreement ("Agreement"), dated as of _____, 2020, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic, ("DISTRICT"), and the City of Perris, a municipal corporation ("CITY").

RECITALS

A. DISTRICT operates and maintains Perris Valley Channel (Project No. 4-0-00010), hereinafter called "CHANNEL", principally located in the City of Perris. CHANNEL was constructed by DISTRICT for the purpose of providing flood protection and drainage improvements to the Cities of Moreno Valley and Perris, and adjacent unincorporated areas; and

B. CITY has budgeted for and plans to design and construct the Nuevo Road Bridge Improvements and the extension of the existing Perris Valley Master Drainage Plan Line L, Stage 2 facility. The proposed new bridge will span CHANNEL at Nuevo Road within DISTRICT held rights of way; and

C. The Nuevo Road Bridge Improvements, as shown on DISTRICT's Drawing No. 4-1144, includes the construction of (i) widening of approximately 475 lineal feet of DISTRICT's CHANNEL to its ultimate width, including re-grading of the existing CHANNEL to centerline ("CHANNEL WIDENING"), (ii) rip-rap slope protections, retaining wall and headwall, fence and gates ("CHANNEL IMPROVEMENTS"), (iii) removal of an existing undersized concrete slab bridge and reconstruction of slab bridge, abutment, ancillary structures, and roadway segments ("BRIDGE"), and (iv) relocation and construction of a stream gauge to collect storm flow data ("STREAM GAUGE"); and

D. Perris Valley MDP – Line L, Stage 2 ("LINE L STAGE 2"), as shown on DISTRICT's Drawing No. 4-1144 and as identified in DISTRICT's Perris Valley Master Drainage Plan ("MDP"), consists of approximately 615 lineal feet of 66-inch reinforced concrete pipe to be constructed mostly within Nuevo Road between Murrieta Road and DISTRICT's Perris Valley Channel. At its upstream terminus, LINE L STAGE 2 will connect to CITY's existing Perris Valley MDP – Line L, Stage 1 facility, as shown on DISTRICT's Drawing No. 4-0554. At its downstream terminus, LINE L STAGE 2 will outlet at DISTRICT's CHANNEL; and

E. Associated with the construction of LINE L STAGE 2 is the construction of certain lateral storm drains that are thirty-six inches (36") or less in diameter, various catch basins, inlets and connector pipes located within CITY rights of way ("APPURTENANCES"). Together, BRIDGE and APPURTENANCES are hereinafter called "CITY FACILITIES"; and

F. Together, CHANNEL WIDENING, CHANNEL IMPROVEMENTS, STREAM GAUGE, LINE L STAGE 2 are hereinafter called "DISTRICT FACILITIES" as shown in concept in blue on Exhibit "A", attached hereto and made a part hereof. Altogether, DISTRICT FACILITIES and CITY FACILITIES are hereinafter called "PROJECT"; and

G. BRIDGE is proposed to be constructed, in part, within DISTRICT's existing CHANNEL right of way, hereinafter called "CHANNEL RIGHT OF WAY". CHANNEL RIGHT OF WAY constitutes a reach of CHANNEL; and

H. The construction, operation and maintenance of BRIDGE may be accommodated within CHANNEL RIGHT OF WAY to the extent that such uses do not unreasonably interfere with CHANNEL's principal function of providing 100-year flood protection or DISTRICT's ability to operate and maintain CHANNEL; and

I. Subject to the provisions of this Agreement, DISTRICT is willing to (i) allow CITY to cause the construction of PROJECT, (ii) inspect the construction of DISTRICT

FACILITIES, (iii) allow CITY to operate and maintain BRIDGE within CHANNEL RIGHT OF WAY, (iv) convey to CITY all rights of way necessary for the construction, inspection, operation and maintenance of BRIDGE, (v) allow the public to utilize BRIDGE for public conveyance, and (vi) accept responsibility for keeping CHANNEL under BRIDGE free and clear of sediment and debris, and (vii) accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES; and

J. In accordance with the provisions of this Agreement, CITY is willing to (i) prepare, or cause to be prepared, plans and specifications for PROJECT and submit to DISTRICT for its review and approval, (ii) cause the construction and inspection of PROJECT at no cost to DISTRICT, (iii) cause the operation, repair, and maintenance of BRIDGE at no cost to DISTRICT, (iv) accept ownership and responsibility for the operation and maintenance of APPURTENANCES, (v) accept ownership and responsibility for the structural integrity of BRIDGE, (vi) conduct periodic safety inspections of BRIDGE, (vii) conveys to DISTRICT all rights of way necessary for the inspection, operation and maintenance of DISTRICT FACILITIES as set forth herein, (viii) indemnify and hold DISTRICT harmless from any alleged claims for damage arising from CITY's design, use, and operation of BRIDGE, and (ix) indemnify and hold DISTRICT harmless from any claims arising from the public's use of or CITY's responsibilities in connection therewith or the condition thereof; and

K. In conjunction with PROJECT, DISTRICT acquired certain rights of way, Assessor's Parcel Nos. 310-180-038 and 320-430-008, hereinafter called "DISTRICT EASEMENTS". DISTRICT is willing to vacate a portion of DISTRICT EASEMENTS to the public for the ultimate width of BRIDGE and for street and utility improvements, as shown in concept cross-hatched in green on Exhibit "B", attached hereto and made a part hereof; and

L. DISTRICT and CITY, acknowledges it is in the best interest of the public to proceed with the construction of PROJECT at the earliest possible date; and

M. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT and CITY with respect to design, construction, inspection, ownership, operation and maintenance of PROJECT.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties hereto mutually agree as follows:

SECTION I

CITY shall:

1. Pursuant to the California Environmental Quality Act (CEQA), act as Lead Agency and assume responsibility for preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT, and pay all costs associated therewith.
2. Prepare or cause to be prepared, plans and specifications for PROJECT, hereinafter together called "IMPROVEMENT PLANS", in accordance with the applicable DISTRICT and CITY standards, and submit to DISTRICT (Attn: Plan Check Section) for review and approval prior to CITY advertising PROJECT for construction bids, and pay all costs associated therewith.
3. Prior to commencing construction, obtain and comply with, at its sole cost and expense, all necessary permits, approvals, or agreements required by any federal, state and local resource or regulatory agencies pertaining to the construction, operation and maintenance of PROJECT. Such documents may include, but are not limited to, a Section 404 permit issued by the U.S. Army Corps of Engineers, a Section 401 Water Quality Certification issued by the California Regional Water Quality Control Board (CRWQCB), a Section 1602 Streambed

Alteration Agreement issued by the California Department of Fish and Wildlife, National Pollutant Discharge Elimination System Permit issued by the State Water Resources Control Board or CRWQCB and Western Riverside County Regional Conservation Authority ("REGULATORY PERMITS").

4. Obtain, at its sole costs and expense, all necessary rights of way, rights of entry and temporary construction easements necessary to construct, inspect, operate and maintain PROJECT.

5. Prior to final approval of IMPROVEMENT PLANS for public works construction contract, provide DISTRICT an opportunity to review and make a determination on all REGULATORY PERMITS and rights of way documents. DISTRICT approval of IMPROVEMENT PLANS may be withheld when, in the sole judgment of DISTRICT's General Manager – Chief Engineer, REGULATORY PERMITS or rights of way documents unreasonably constrains, inhibits or impairs DISTRICT's ability to operate and maintain DISTRICT FACILITIES.

6. Assume sole responsibility for compliance with the requirements of all REGULATORY PERMITS, including any amendments thereto, pertaining to the construction, operation and maintenance of BRIDGE.

7. Ensure that REGULATORY PERMITS, including any subsequent renewal or amendments thereto, will not (i) unreasonably impede DISTRICT's ability to perform all necessary operation and maintenance activities for CHANNEL as determined by DISTRICT, (ii) adversely affects CHANNEL's principal function, or (iii) include any stipulations that would result in additional mitigation obligations being placed upon DISTRICT for maintenance operations within CHANNEL's RIGHT OF WAY.

8. Advertise, award and administer a public works construction contract for PROJECT at its sole cost and expense.

9. Provide DISTRICT with written notice (Attention: Construction Management Section) that CITY has awarded a public works construction contract for PROJECT.

10. Within thirty (30) days of awarding PROJECT construction contract, pay the Western Riverside County Regional Conservation Authority CITY's contribution percentage, which is CITY's portion of the mitigation fee per the 2004 Implementing Agreement for the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP").

11. Prior to commencing PROJECT construction, furnish DISTRICT with final mylar for PROJECT plans and assign ownership of IMPROVEMENT PLANS associated with DISTRICT FACILITIES to DISTRICT.

12. Prior to commencing PROJECT construction, schedule and conduct a mandatory pre-construction meeting between CITY, CITY's construction manager, CITY's construction contractor(s), DISTRICT and other affected entities. CITY shall notify DISTRICT (Attention: Construction Management Section) in writing at least twenty (20) days prior to conducting the pre-construction meeting.

13. Furnish DISTRICT, at the time of providing written notice of intent to start construction as set forth in Section I.12, with a construction schedule which shall show the order and dates in which CITY or CITY's contractor proposes to carry on the various parts of work, including estimated start and completion dates.

14. Construct or cause to be constructed, PROJECT pursuant to a CITY administered construction contract, in accordance with IMPROVEMENT PLANS approved by DISTRICT and CITY, and pay all costs associated therewith.

15. Inspect PROJECT construction or cause PROJECT's construction to be inspected by its construction manager, and pay all costs associated therewith.
16. Furnish, or cause its construction manager to furnish, all construction survey and materials testing services necessary to ensure DISTRICT FACILITIES construction is accomplished in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.
17. Grant DISTRICT, by execution of this Agreement, the right to enter upon property owned or controlled by CITY where necessary and convenient for the purpose of gaining access to, and performing inspection service for, the construction of DISTRICT FACILITIES, provided that such entry by DISTRICT shall be on mutually agreeable date and time and during CITY's regular hours of operation. DISTRICT shall comply with all CITY regulations and procedures relating to the PROJECT, including, but not limited to, those regulations relating to conduct.
18. Relocate or cause to be relocated, at its sole cost and expense, all conflicting CITY owned utilities. CITY shall also order the relocation of all other utilities installed by permit or franchise within CITY rights of way which conflict with the construction of PROJECT and which could be relocated at the utility company's expense.
19. Not permit any change to, or modification of, DISTRICT and CITY approved IMPROVEMENT PLANS that would result in a change of functionality or maintainability of PROJECT without DISTRICT's prior written permission and consent, which shall not be unreasonably withheld. Failure to do so shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its reasonable discretion, to provide written notice to CITY that DISTRICT is unable to: a) perform its obligations hereunder, and b) to accept responsibility for ownership, operation and maintenance of DISTRICT FACILITIES due, either in whole or in part, to said breach of this Agreement.

20. Procure or caused to be procured insurance coverages during the term of this Agreement. CITY shall require its PROJECT construction contractor(s) to furnish original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments. Prior to CITY issuing a Notice to Proceed to its construction contractor(s) to begin construction of PROJECT, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT. At minimum, the procured insurance coverages should adhere to DISTRICT's required insurance provided in EXHIBIT C of this Agreement.

21. Require its construction contractor(s) to comply with all Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for all CITY and DISTRICT employees on the site.

22. Require its construction contractor(s) to furnish DISTRICT (Attention: Construction Management Section) with a confined space procedure specific to PROJECT. The procedure shall comply with requirements contained in California Code of Regulations, Title 8, Section 5158, Other Confined Space Operations, Section 5157, Permit Required Confined Space and District confined Space Procedures, SOM-18. The procedure shall be provided to DISTRICT no less than twenty (20) days prior to requesting that DISTRICT perform a final inspection for acceptance of PROJECT. The procedure shall be reviewed and approved by DISTRICT prior to conducting the final inspection.

23. Assume ownership and sole responsibility for the operation and maintenance of PROJECT until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES and CITY continues to accept ownership and sole responsibility for the operation and maintenance of CITY FACILITIES as set forth herein.

24. Within two (2) weeks of completing PROJECT construction, provide DISTRICT with written notice (Attention: Construction Management Section) that PROJECT construction is substantially complete and requesting that DISTRICT conduct a final inspection of DISTRICT FACILITIES.

25. Upon completion of PROJECT construction, provide DISTRICT with a copy of CITY's Notice of Completion.

26. Upon completion of PROJECT construction but prior to DISTRICT's acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, provide or cause its construction manager to provide DISTRICT with appropriate engineering documentation necessary to establish that DISTRICT FACILITIES were constructed in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

27. Upon completion of PROJECT construction but prior to DISTRICT's acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, provide or cause its civil engineer of record or construction civil engineer of record, duly registered in the State of California, to provide DISTRICT with redlined "record drawings" of PROJECT plans. After DISTRICT approval of the redlined "record drawings", CITY's engineer shall schedule with DISTRICT a time to transfer the redlined changes into DISTRICT's original mylars at DISTRICT's office, after which the engineer shall review, stamp and sign mylars "record drawings".

28. Upon completion of PROJECT construction but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, convey, or cause to be conveyed, to DISTRICT all rights of way and easements deemed necessary by DISTRICT for the operation and maintenance of DISTRICT FACILITIES.

29. Upon DISTRICT acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within CITY rights of way which must be performed at such time(s) that the finished grade along and above the underground portions of PROJECT are improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed at no cost to DISTRICT.

30. Assume sole responsibility for the design, construction, operation and maintenance of BRIDGE, including all necessary modifications, repairs, corrections or temporary removal as reasonably deemed necessary by DISTRICT for the continuing function, reconstruction, repair or operation and maintenance of CHANNEL.

31. Indemnify, defend and hold harmless and require its construction contractor(s) to indemnify, defend and hold harmless DISTRICT, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any acts, omissions or services of CITY's construction contractor(s), its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CITY and CITY's construction contractor(s), its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CITY or CITY's construction contractor(s) shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CITY or CITY's construction contractor(s), CITY or CITY's construction contractor(s) shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT and the County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CITY's or CITY's construction contractor(s) indemnification to Indemnitees as set forth herein.

CITY and CITY's construction contractor(s) obligation hereunder shall be satisfied when CITY or CITY's construction contractor(s) has provided to DISTRICT and the County the appropriate form of dismissal relieving DISTRICT and the County of Riverside from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CITY's construction contractor(s) obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

32. Within CHANNEL RIGHT OF WAY, (i) assume sole responsibility for the operation and maintenance of all CITY constructed improvements, including but not limited to, performing all necessary repairs and the routine removal of trash and debris associated with CITY's use of CHANNEL RIGHT OF WAY, and (ii) assume all liability associated with the use of CHANNEL RIGHT OF WAY including claims of third persons for injury or death or damage to property. Said obligation shall not include any inverse condemnation liability of DISTRICT

by reason of the location of CHANNEL or BRIDGE improvements thereto unless such liability is the result of CITY's operations or use of the property by the public pursuant to CITY's actual or tacit consent.

33. Ensure the safety of the public who may utilize the CHANNEL RIGHT OF WAY by conducting periodic safety inspections and promptly making repairs that are necessary to safeguard the public and its use thereof.

34. Promptly repair any damage to CHANNEL resulting from CITY's use of CHANNEL RIGHT OF WAY herein unless such damage is caused by flooding, or is the result of DISTRICT's customary operation, maintenance or improvements to its facilities located therein.

35. Waive any claim against DISTRICT for damages to BRIDGE resulting from DISTRICT's customary operation and maintenance activities performed within CHANNEL RIGHT OF WAY or its appurtenant works, including any natural calamity, act of God, or any cause or conditions beyond the control of DISTRICT, save and except damages resulting from DISTRICT's active negligence or willful misconduct.

36. Remove within a reasonable time specified by DISTRICT, upon written request by DISTRICT's General Manager-Chief Engineer, any improvements and/or equipment not previously approved by DISTRICT or cease use within the specified time frame where CITY has installed any such improvements and/or equipment or CITY has used or allowed use of CHANNEL RIGHT OF WAY in a manner which, in the sole and reasonable opinion of DISTRICT's General Manager-Chief Engineer, would be detrimental to the operation of CHANNEL.

37. If in the reasonable opinion of the General Manager-Chief Engineer, the public's use of CHANNEL RIGHT OF WAY may cause or contribute to a public hazard, a public

nuisance, degradation of water quality or any other matter of substantial concern to DISTRICT, DISTRICT reserves the right to require reasonable remediation and, if such remediation is unsuccessful, to terminate this Agreement.

SECTION II

DISTRICT shall:

1. Act as a Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA.
2. Review, comment and approve, as appropriate, IMPROVEMENT PLANS prior to CITY advertising PROJECT for construction bids. DISTRICT's scope is limited to the CHANNEL's principal function in Recital 'H'.
3. Review, comment and make a determination on, as appropriate, all necessary REGULATORY PERMITS, including any subsequent renewal or amendments thereto, and rights of way documents prior to final execution or acceptance by CITY. DISTRICT's review, comment, and determinations with respect to all such REGULATORY PERMITS, including any subsequent renewal or amendments thereto, and rights of way documents, shall be provided to CITY within thirty (30) days of DISTRICT's receipt of such REGULATORY PERMITS, including any subsequent renewal or amendments thereto, and rights of way documents. DISTRICT may reasonably withhold approval of IMPROVEMENT PLANS when, in the reasonable judgment of DISTRICT's General Manager – Chief Engineer, REGULATORY PERMITS (i) unreasonably constrains, inhibits or impairs DISTRICT's ability to operate and maintain DISTRICT FACILITIES, or (ii) adversely affects CHANNEL's principal function; provided that DISTRICT shall notify CITY of such withholding of approval of IMPROVEMENT PLANS within thirty (30) days of DISTRICT's receipt of IMPROVEMENT PLANS.

4. Grant CITY, by execution of this Agreement, the right to construct, inspect, operate and maintain BRIDGE within CHANNEL RIGHT OF WAY, provided that CITY's activities do not, in any way whatsoever, unreasonably impair CHANNEL's primary flood control purpose and function or otherwise interfere with DISTRICT's ability to operate, maintain, repair or reconstruct CHANNEL or any of its appurtenant works. Said Agreement may be revoked by DISTRICT in the event that said uses unduly compromise CHANNEL's primary flood control purpose and function or unreasonably interfere with DISTRICT's ability to operate and maintain CHANNEL, as determined in DISTRICT's reasonable discretion.

5. Conduct periodic inspections of DISTRICT FACILITIES construction for quality control purposes at its sole cost and provide any comments to CITY's designated PROJECT construction inspector.

6. Upon receipt of CITY's written notice that PROJECT construction is substantially complete, conduct a final inspection of DISTRICT FACILITIES.

7. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES upon (i) DISTRICT inspection of DISTRICT FACILITIES in accordance with Section I.24., (ii) DISTRICT receipt of CITY's recorded Notice of Completion as set forth in Section I.25, (iii) DISTRICT acceptance of DISTRICT FACILITIES construction as being complete, (iii) DISTRICT receipt of appropriate engineering documentation as set forth in Section I.26, (iv) DISTRICT receipt of stamped and signed "record drawings" of PROJECT plans, as set forth in Section I.27., (iv) recordation of all conveyance documents described in Section I.28., (v) DISTRICT's acceptance of all necessary rights of way and/or easements for the operation and maintenance of DISTRICT FACILITIES, and (vi) DISTRICT's reasonable determination that DISTRICT FACILITIES are in a satisfactory condition.

8. Vacate a portion of the existing DISTRICT EASEMENTS as set forth in Recital 'K', as shown on Exhibit "B".

9. Continue to maintain CHANNEL's structural integrity, including but not limited to lines and grades, inlets, fencing and ramps to such an extent that CHANNEL continues to function as a flood control facility at its design level.

10. Provide CITY with written notice of (i) any non-compatible use or condition that is not in conformity with the provisions of this Agreement, or (ii) any condition which, in the sole and reasonable opinion of DISTRICT's General Manager-Chief Engineer, could adversely affect the primary flood control function of CHANNEL or DISTRICT's ability to operate and maintain CHANNEL, and grant CITY thirty (30) days, and any mutually agreed upon extensions in time thereto, from and after such notice to correct any such nonconforming use or condition.

11. Assume no responsibility, obligation, or liability whatsoever, for (i) the design, construction, inspection, operation and maintenance of BRIDGE, or (ii) CITY's public's use of CHANNEL RIGHT OF WAY as granted herein, unless done so expressly in writing approved by both parties as an amendment or addendum to this Agreement.

12. Indemnify and hold harmless CITY (including its directors, officers, City Council, elected and appointed officials, agents, employees, representatives, independent contractors, and subcontractors) from any liability whatsoever, based or asserted upon any act or omission of DISTRICT (including its officers, agents, employees, subcontractors, independent contractors, guests and invitees), arising from, related to or in any manner connected with DISTRICT's use and responsibilities in connection therewith of CHANNEL RIGHT OF WAY or the condition thereof, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever. DISTRICT shall defend, at its sole expense,

all costs and fees including but not limited to, attorneys' fees, cost of investigation, defense and settlements or awards, CITY (including its directors, officers, City Council, elected and appointed officials, agents, employees, representatives, independent contractors, and subcontractors) in any claim or legal action based upon such alleged acts or omissions.

DISTRICT's obligation hereunder shall be satisfied when DISTRICT has provided to CITY and CITY's construction contractor the appropriate form of dismissal relieving CITY and CITY's construction contractor from any liability for the action or claim involved.

SECTION III

It is further mutually agreed:

1. DISTRICT reserves the right to terminate this Agreement and any encroachment permit issued thereto, if for any reason whatsoever, DISTRICT reasonably determines that CITY's or public's use of CHANNEL RIGHT OF WAY is not compatible with CHANNEL's primary flood control purpose or function.
2. BRIDGE shall, at all times, remain under sole ownership and the exclusive responsibility of CITY. Nothing herein shall be construed as creating any obligation or responsibility on the part of DISTRICT to operate, maintain or warranty BRIDGE.
3. Except as otherwise provided herein, all construction work associated with BRIDGE shall be inspected by CITY and shall not be deemed complete until approved and accepted as complete by CITY.
4. DISTRICT personnel may observe and inspect all work being done on BRIDGE. It is further mutually agreed by the parties hereto that any quality control comments shall be provided to CITY personnel who, as CITY construction contract administrator, shall be solely responsible for all official communications with its construction contractor(s).

5. Any waiver by DISTRICT or by CITY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT or CITY from enforcement hereof.

6. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

7. This Agreement is to be construed in accordance with the laws of the State of California.

8. Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Design and Construction Division

CITY OF PERRIS
101 North D Street
Perris, CA 92570
Attn: Public Works Department
Engineering Administration

9. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

10. This Agreement is the result of negotiations between the parties hereto and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty

or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

11. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the parties hereto.

12. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By _____
JASON E. UHLEY
General Manager-Chief Engineer

By _____
KAREN SPIEGEL, Chairwoman
Board of Supervisors, Riverside County Flood
Control and Water Conservation District

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By _____
SYNTHIA M. GUNZEL
Chief Deputy County Counsel

By _____
Deputy

(SEAL)

Cooperative Agreement with City of Perris
Perris Valley MDP – Line L, Stage 2
Project No. 4-0-00510
Miscellaneous No. 179
(Nuevo Bridge Widening Project)
AMR:blm
01/13/2020

CITY OF PERRIS

By _____
RICHARD BELMUDEZ
City Manager

APPROVED AS TO FORM:

ATTEST:

By _____
ERIC DUNN
City Attorney

By _____
NANCY SALAZAR
City Clerk

(SEAL)

Cooperative Agreement with City of Perris
Perris Valley MDP – Line L, Stage 2
Project No. 4-0-00510
Miscellaneous No. 179
(Nuevo Bridge Widening Project)
AMR:blm
01/13/2020

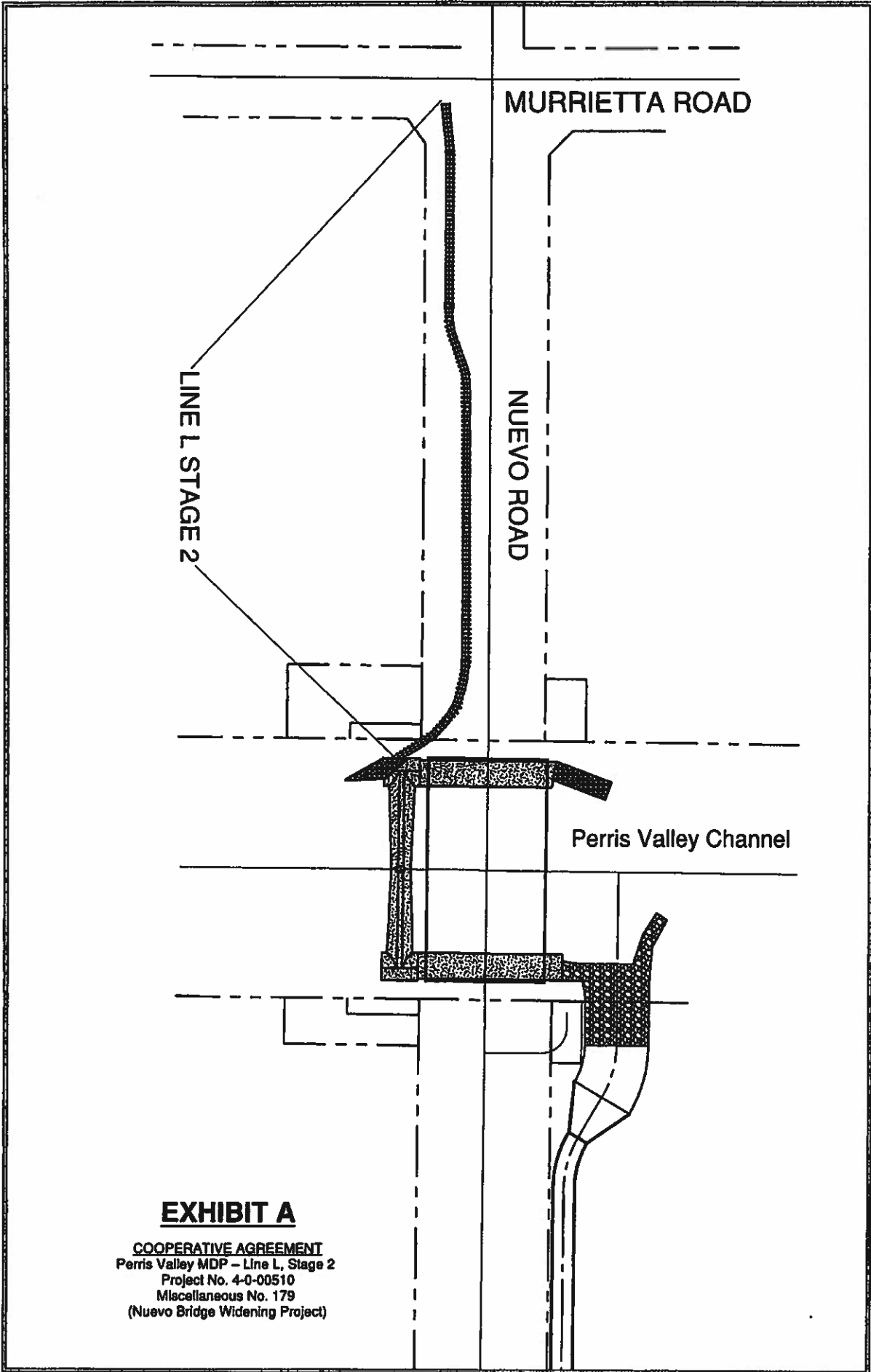


EXHIBIT B

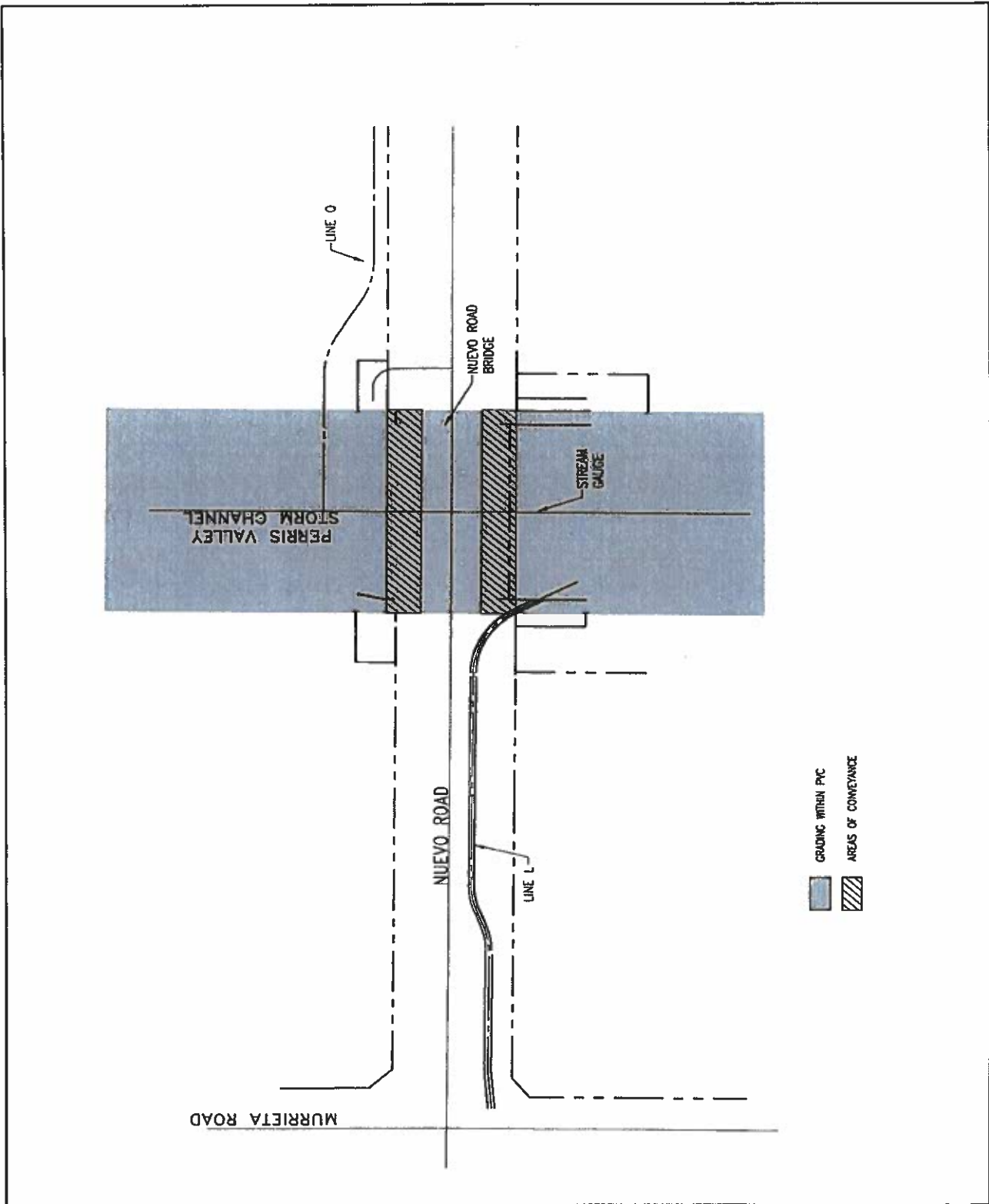


EXHIBIT C

DISTRICT's Required Insurance is as follows:

Without limiting or diminishing the CITY's or its construction contractor(s) obligation to indemnify or hold DISTRICT harmless, the CITY shall require its construction contractor(s) to procure and maintain or cause to be maintained, at its sole cost and expense and at no cost to the DISTRICT, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured:

A. Workers' Compensation:

If CITY's construction contractor(s) has employees as defined by the State of California, CITY's construction contractor(s) shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CITY's construction contractor(s) performance of its obligations hereunder. Policy shall name the DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If CITY's construction contractor(s) vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CITY's construction contractor(s) shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT as Additional Insured.

D. Pollution and Asbestos Liability:

CITY's construction contractor(s) shall obtain, at its sole expense and keep in effect during the term of the contract, Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) covering CITY's construction contractor(s) liability for a third party bodily injury and property damage arising from pollution conditions caused by the CITY's construction contractor(s) while performing their operations under the contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the DISTRICT. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance.

CITY's construction contractor(s) shall maintain Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this contract. Any self-insured retention/deductible amount shall be

submitted to the DISTRICT for review and approval. If CITY's construction contractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by CITY's construction contractor(s). Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

In the event, CITY's construction contractor(s) encounters materials on the site that is believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, CITY's construction contractor(s) shall immediately stop work in the area affected and report the condition to the DISTRICT in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the DISTRICT and CITY, if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the DISTRICT and CITY.

CITY's construction contractor(s) shall not be required to perform without consent any work relating to asbestos or polychlorinated biphenyl (PCB).

E. Professional Liability:

CITY's construction contractor(s) shall cause any architect or engineer retained by CITY's construction contractor(s) in connection with the performance of CITY's construction contractor(s) obligations under this Agreement to maintain Professional Liability Insurance providing coverage for the performance of their work included within this Agreement, with a limit of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate. If CITY's construction contractor(s) shall require that, if such Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and that such architect or engineer shall purchase at such architect or engineer's sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that such architect or engineer has maintained continuous coverage with the

same or original insurer. Coverage provided under items: 1), 2) or 3) will continue as long as the law allows.

F. General Insurance Provisions – All Lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII (A:8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The CITY's construction contractor(s) must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, CITY's construction contractor(s) carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this

Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- c. CITY's construction contractor(s) shall cause their insurance carrier(s) to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the DISTRICT Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CITY's construction contractor(s) insurance carrier(s) policies does not meet the minimum notice requirement found herein, CITY's construction contractor(s) shall cause CITY's construction contractor(s) insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

COOPERATIVE AGREEMENT

Perris Valley MDP – Line L, Stage 2

Project No. 4-0-00510

Miscellaneous No. 179

(Nuevo Bridge Widening Project)

Page 7 of 9

- d. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- e. It is understood and agreed by the parties hereto that CITY's construction contractor(s) insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- f. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this

Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by CITY's construction contractor(s) has become inadequate.

- g. CITY's construction contractor(s) shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- h. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- i. CITY's construction contractor(s) agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: February 11, 2020

SUBJECT: Contract Award for GreenPlay LLC for the update of the Parks and Recreation Master Plan.

REQUESTED ACTION: That the City Council award a contract to GreenPlay LLC for a total bid of \$119,999 to update the Parks and Recreation Master Plan; and Authorize the City Manager to enter into contract with GreenPlay LLC.

CONTACT: Sabrina Chavez, Director of Community Services *SC*

BACKGROUND/DISCUSSION:

The City of Perris' existing Parks and Recreation Master Plan ("Master Plan") was adopted by City Council in 2005. The Master Plan is a comprehensive strategic plan document intended to provide a framework including policy and operational guidance to improve the City's parks, facilities, recreational programs and services to better serve the needs of the Perris residents.

During the adoption of the 2005 Master Plan, the City's population was approximately 40,000 and the Cityscape included nine (9) parks totaling 75 acres. Since then, the City's population has doubled to almost 80,000 residents and our park acreage has increased to 163 acres within 27 parks. In response to a rapidly growing population and the City Council's adopted policies to build a City landscape conducive to health equity, the proposed Master Plan update will develop a framework that will serve as a catalyst to build open play and green spaces that will facilitate healthy behaviors and inspire a healthy thriving active community. The update of the Master Plan will include community engagement efforts as an essential component to capture the needs of the residents and to ensure that the City continues to deliver high quality park and recreation services.

The Master Plan will also align its strategies with the National Recreation and Parks Association (NRPA) 10-Minute Walk Campaign that aims to ensure there is park within a 10-minute walk of every person, in every neighborhood, in every city across America by 2050. The City joined this campaign in Summer of 2019, then subsequently applied and was granted a \$40,000 Award towards the update of the Master Plan. Through the Master Plan, assessments based on population trends and accessibility will be prioritized to ensure a 10-minute walk to a quality park for all residents in Perris.

Staff interviewed a qualified firm on January 27, 2020 and respectfully recommends that City Council award a contract to GreenPlay LLC for a total contract sum of \$119,999 for the update of the Parks and Recreation Master Plan. GreenPlay LLC is a firm recognized for their work in

development of Parks and Recreation Master Plans having received numerous awards from the California Parks and Recreation Society. If the proposed contract award is approved, the project is anticipated to start in late February 2020.

BUDGET (or FISCAL) IMPACT:

Costs associated for the proposed update of the Parks and Recreation Master Plan were approved in the Fiscal Year 2019-2020 budget. No further budget is being requested.

Prepared by: Eduardo Sida, Management Analyst *ES*

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Finance Director _____

Attachments: GreenPlay LLC Contract Services Agreement

Consent: X
Public Hearing:
Business Item:
Presentation:
Other:

CITY OF PERRIS
CONTRACT SERVICES AGREEMENT FOR
GREENPLAY, LLC. FOR
UPDATE OF THE PARKS AND RECREATION MASTER PLAN

This Contract Services Agreement ("Agreement"), is made and entered into this _____ day of _____, by and between the City of Perris, a municipal corporation ("City"), and GreenPlay, LLC. ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by this reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Consultant's Proposal. The Scope of Services shall include the Consultant's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless City against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City here under.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No

such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.8 Environmental Laws. Consultant shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Consultant shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of one hundred nineteen thousand nine hundred ninety nine dollars and no cents (\$119,999.00) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect for a period of eleven (11) months until completion of the services no later than December 31st, 2020. At the discretion of the City of Perris, this agreement may be renewed up to an additional two (2) years.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. _____ is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Consultant without the express written approval of City.

4.2 Contract Officer. The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Consultant.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of errors and omission insurance in an amount not less than \$1,000,000.00 per claim and \$2,000,000 in the aggregate with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Consultant agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 4.1.

5.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

6.0 **RECORDS AND REPORTS**

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain

copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by City for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant and the City shall indemnify the Consultant for all damages resulting therefrom. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.6 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest; City. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest; Consultant. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Consultant will be performing a specialized or general service for the City and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Consultant and its officers, agents or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Consultant covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Perris, 101 North "D" Street, Perris, CA 92570, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST: "CITY"
CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

By: _____
Michael M. Vargas, Mayor

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Eric L. Dunn, City Attorney

"CONSULTANT"
GreenPlay, LLC.
1021 E South Boulder Rd., Suite N
Louisville, CO 80027

By: _____
Signature

Print Name and Title

By: _____
Signature

Print Name and Title

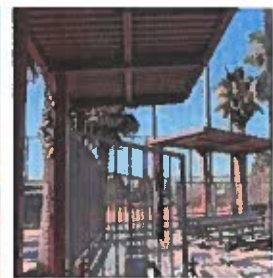
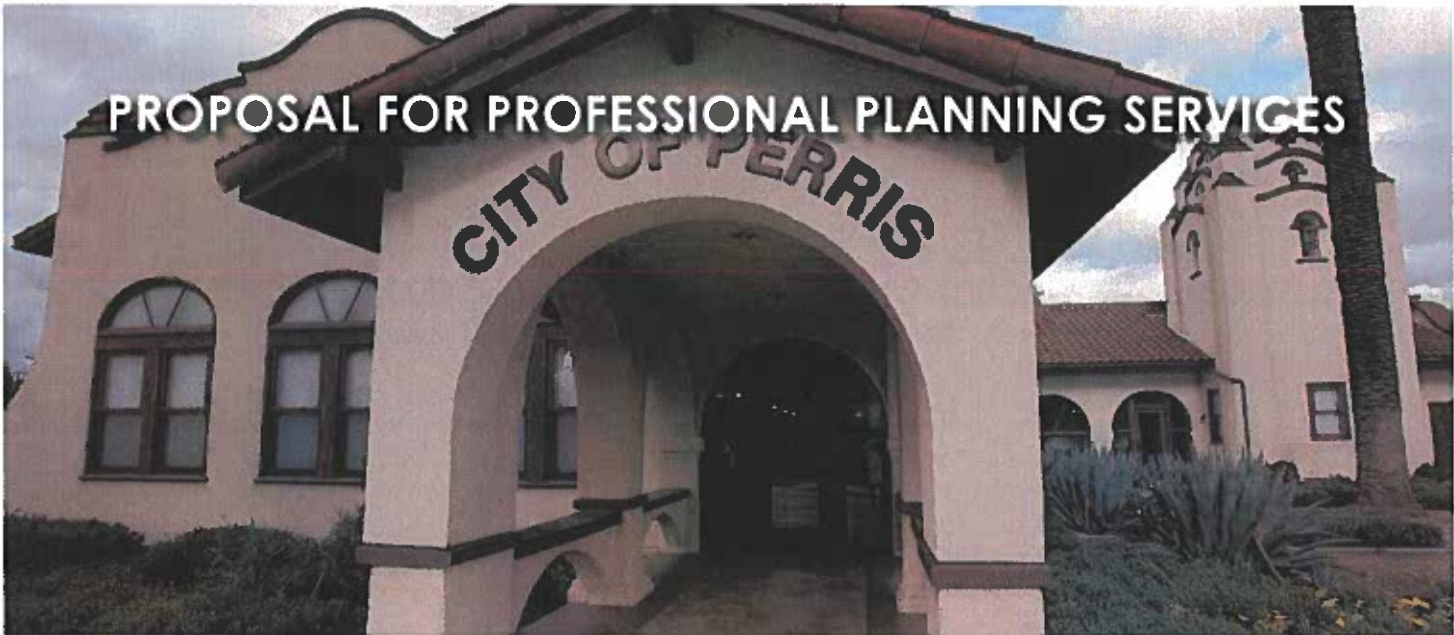
(Corporations require two signatures; *one from each* of the following: A. Chairman of Board, President, any Vice President; *AND B.* Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.)

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

Per the scope of services specified in the proposal from **GreenPlay, LLC.** dated January 13, 2020, which is attached with this Exhibit A.



Parks and Recreation Master Plan
City of Perris, California
Submittal Date: January 13, 2020

GREENPLAY LLC

*The Leading Edge In Parks, Recreation,
And Open Space Consulting*

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January 13, 2020

City of Perris
Mr. Eduardo Sida, Management Analyst
101 N. D Street
Perris, CA 92570
Submitted via email

Dear Mr. Sida and Members of the Selection Committee:

GreenPlay, LLC, is pleased to submit our proposal to develop a Parks and Recreation Master Plan for the City of Perris. We know that this plan will serve as an update to the current Parks and Recreation Master Plan, which was completed in 2005. Since then, the City's population has doubled, and there has been an uptick in residential, commercial, and industrial development. As such, it is necessary to update the Parks and Recreation Master Plan to accurately reflect the needs of residents within the community. We will work with you to develop a plan that provides implementable recommendations for the City for future parks and recreation provisions.

GreenPlay will act as prime firm on this project, organizing and directing all aspects. Our team will consist of **Jeff Milkes, MS, CPRP**, as Project Manager, **Art Thatcher, MPA, CPRP**, as Principal-in-Charge, **Dan Seder, MBA, CPRP**, as Project Consultant, and **Dave Peterson, PLA** as GRASP® Team Leader. Our specially selected team will also include **KTUA**, a San Diego based landscape architecture firm with extensive experience in the Inland Empire, who will focus on site analysis and conceptual costing. **RRC Associates**, an experienced research and survey firm who has completed over 100 projects with GreenPlay, will conduct a statistically-valid survey on the community's current and future needs for parks and recreation facilities as part of the community input process.

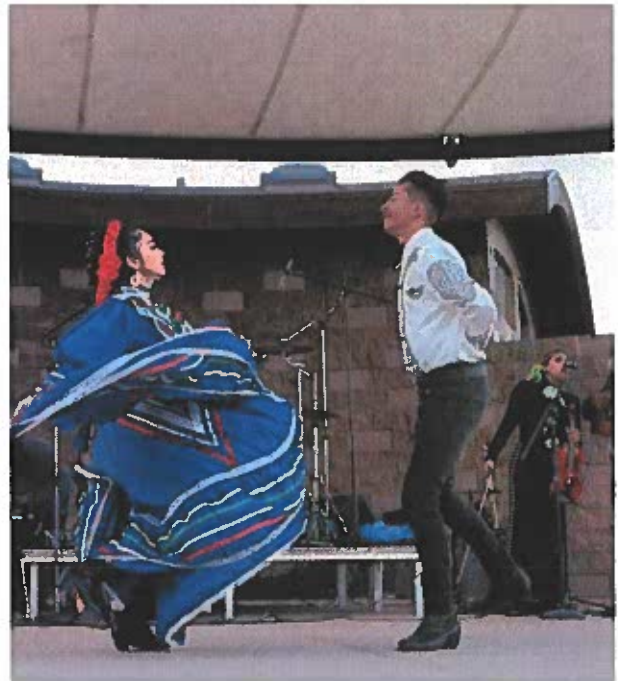
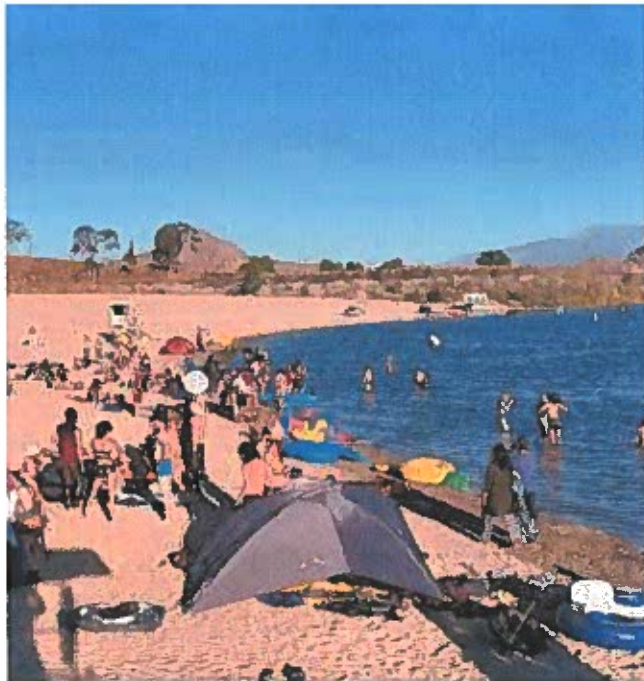
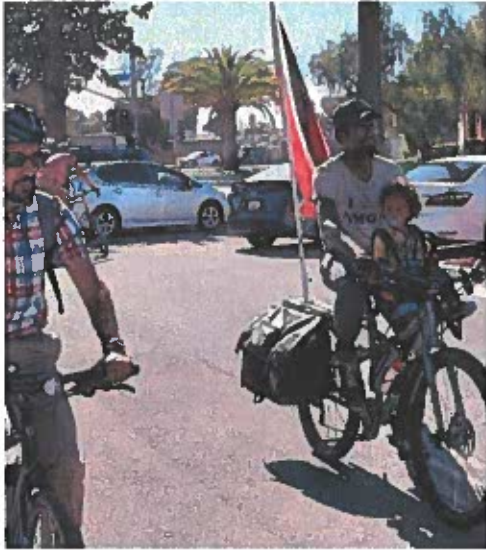
We have developed very effective and efficient ways of communicating, producing, and delivering high quality service, ensuring that your community is receiving the highest return on investment possible in this important work. Our previous experience provides us with the knowledge and insight necessary to develop your Parks and Recreation Master Plan, resulting in a cohesive plan that contains realistic, implementable, and fiscally responsible strategic recommendations and action plans. We pride ourselves on being available and accessible to your agency, and partnering with you to help achieve your goals. If you have any additional questions, please feel free to contact me at the number listed below.

Sincerely,

A handwritten signature in black ink that reads "Teresa L. Penbrooke". The signature is fluid and cursive.

Teresa Penbrooke, PhD, MAOM, CPRE
CEO and Founding Managing Member
Phone: (303) 870-3884 (direct)
E-mail: TeresaP@GreenPlayLLC.com

I. FIRM BACKGROUND AND EXPERIENCE



BRIEF COMPANY OVERVIEW

GreenPlay, LLC, is a limited liability company that was founded in 1999 and is headquartered in Colorado with ten regional offices around the country. We operate as a **CONSORTIUM OF EXPERTS** specifically to provide management and consulting services for parks, recreation, open space, and related quality of life agencies. We serve as a resource for agencies by organizing teams that are responsive, experienced in the field, and who understand the needs of individual communities. Our firm works nation-wide with 24 employees and over 75 technical consortium affiliates and sub-consultants to complete projects for large and small agencies throughout the nation. GreenPlay has successfully completed **over 550 projects**, working with local, state, and national government agencies, as well as with private sector organizations.

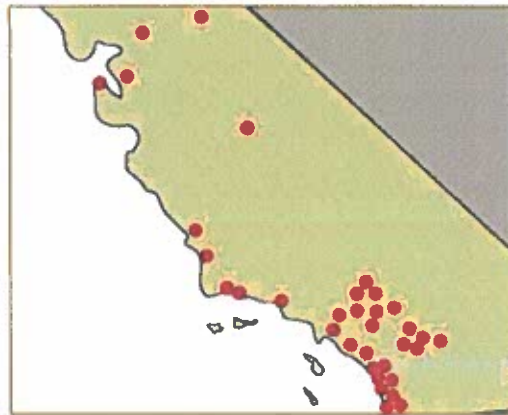
GreenPlay is a 100% Women Owned Business.



A Proven Record of Experience and Expertise in Parks and Recreation Planning

These types of projects are not an adjunct service for our firm! This is what we do at GreenPlay, everyday, successfully, for small and large communities of all types, all over the United States. We also regularly teach others around the country how to successfully complete similar projects. We have worked with over 35 CAPRA Accredited agencies and are familiar with the requirements for accreditation. We have a strong national reputation based on many years of experience with staff who will help you to develop a community-specific plan that will be easily implemented, help gain engagement and consensus, and will address your key issues.

GreenPlay team members have **direct experience working for parks and recreation departments** across the country as senior level administrators. Having worked as individuals on “your side of the table,” we know how important it is for consultants to be accessible. We also understand the importance of your daily responsibilities.



Relevancy of Similar Work Experience

Our firm has experience that is directly relevant to this project. We have completed similar projects for **over 40 California communities**, including, Clovis, Dublin, Encinitas, Goleta, Irvine, La Quinta, Laguna Hills, Palm Desert, Palm Springs, Rancho Cucamonga, San Bernardino, San Diego County, the City of San Diego, San Gabriel, San Luis Obispo County, Santa Maria, Signal Hill, and Walnut, along with the Cosumnes Community Recreation District, Desert Recreation District, Hesperia Recreation and Park District, Pleasant Valley Park and Recreation District, Phelan Piñon Hills Recreation District, the Riverside Regional Park and Open Space District, and many others. We will be able to quickly discern key issues in your community and help you plan to address them in an effective manner.

Experience With Governmental Agencies

Ninety-five percent (95%) of our projects have been performed for public clients. Collectively, the GreenPlay Team offers a comprehensive set of skills built on a foundation of excellent verbal and written communication abilities. We are known for our proven experience in dealing with adjacent and associated public and private entities. Our experience allows us to effectively manage our time while producing plans that are detailed, customized, and implementable.

SUB-CONSULTANTS

KTUA EXPERIENCE | KTUA Firm Profile

As planners and landscape architects, KTUA is focused on the principles of healthy placemaking – a collaborative process for reshaping the public realm of our neighborhoods, communities and regions. The link between our natural and built environments and the health of individuals, families and communities is real. Well designed streets, parks, open spaces, public places and buildings facilitate human connectivity and improve people's mental, physical and social health. In our vision and our actions, KTUA collaborates with our community leaders, public agencies, private developers, allied professionals, neighbors and families to develop implementable plans that address social, physical, environmental and economic goals that shape healthy places. By building support for these plans and projects from the ground up, we provide opportunities for civic engagement and transformative ideas.

OUR PLANNING AND DESIGN PROCESS INCLUDES:

- Listening to the community so that we fully understand their needs and desires;
- Creating places that are attractive, convenient, safe and healthy;
- Designing to encourage social, civic and physical engagement;
- Protecting, enhancing and restoring the environment;
- Contributing towards economic growth of the region and the residents;
- Improving the daily lives of people of all ages and abilities by providing options for housing, transportation, education and social interaction; and
- Maximizing enjoyment and economic benefit while minimizing risk, liability and injury.

KTUA OFFERS OUR CLIENTS VALUE THROUGH OUR MANAGEMENT:

- The diversity and background of our staff, a collaboration of planners, landscape architects, GIS analysts, facilitators and graphic artists, allows us to fully understand the larger perspective and implement the fine-grained details that contribute to project success.
- All of our staff members, from the principals to the designers, are hands-on. The team that is working on your project will stay in place from start to finish, ensuring that transitions from one phase of a project to another will be seamless and efficient.

OUR PASSION FOR HEALTHY PLACEMAKING IS EVIDENT IN OUR ACTIONS:

- KTUA staff members are involved in their communities, from community planning groups and advisory boards to philanthropic groups and student mentoring programs, with the goal of effecting positive change in our neighborhoods.
- KTUA staff members are frequent speakers at the local, regional and state level on the benefits of forward-thinking planning and design on people, the community and the environment.
- KTUA's office is located in a very walkable and bikeable neighborhood by choice, with a goal of more bikes on the bike racks than cars in the parking lot. KTUA is a Gold Level Bicycle Friendly Business as designated by the League of American Bicyclists.
- KTUA's efforts to promote planning and design projects that focus on healthy placemaking have been recognized by our professional organizations such as ASLA, APA, ULI, Circulate San Diego, APWA and SAME.



ktua

YEAR FOUNDED

- 1970

ORGANIZATIONAL STRUCTURE

- California Corporation

NUMBER OF OFFICES

- 1 (San Diego)

CORPORATE OFFICERS

- Mark Carpenter, President
- Michael Singleton, Vice President
- Kurt Carlson, Vice President
- John Holloway, Vice President
- Chris Langdon, Secretary
- Susan Cailing, Treasurer

EMPLOYEES - 38

- 12 Landscape Architects
- 10 Planners
- 2 Transportation Planners
- 6 Landscape Designers
- 1 Irrigation Designer
- 3 GIS Analysts
- 1 Graphic Designer
- 3 Accounting

CERTIFICATIONS

- Small Business Enterprise (Metro and California Department of General Services)

SERVICES

Planning

- Land Use | Transportation Planning
- Active Transportation Planning
- Resource Planning
- Federal Planning

Landscape Architecture

- Public Facilities
- Parks and Recreation
- Healthcare
- Education
- Housing
- Hospitality
- Office and Retail

Support Services

- Public Outreach
- GIS
- 3D Modeling and Simulations
- Sustainable Design
- Water Management
- Grant Writing

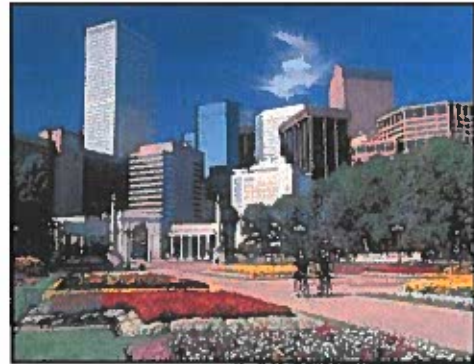


Parks and Recreation, Open Space and Trails Needs Assessments

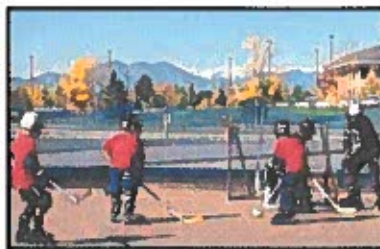
RRC has extensive experience with parks, recreation, open space, and trails needs assessment studies for cities, counties, recreation districts, and also at the state level. The goal of the studies is to obtain citizen input on a variety of topics related to parks and recreation use, values, and community priorities for future improvements. Many studies also have particular emphasis on gauging support for community recreation centers and aquatic facilities. A variety of research techniques are used in the studies, including telephone, mail, Internet, user surveys, and focus groups. Current satisfaction levels with existing facilities and programs are also measured, as is the relative importance of specific new priorities, facilities, and policies most desired and needed by the communities. Results and conclusions from the research help guide the development of parks and recreation master plans in the communities.

Some of our clients include:

- County of San Diego, California
- City of Santee, California
- Desert Recreation District, California
- City of Burien, Washington
- City of Palm Springs, California
- City of Spokane, Washington
- City of Encinitas, California
- City of Rancho Cucamonga, California
- Oklahoma City Recreation Facilities & Programs Needs Assessment
- New Mexico Statewide Comprehensive Outdoor Recreation Plan
- City of Steamboat Springs, CO Parks and Recreation
- City of Burien, WA Recreation/Community Center
- City of Cedar Rapids, IA Parks and Recreation
- Denver Recreation Centers Needs Assessment
- City and County of Broomfield, CO
- Grand Junction, CO Parks and Recreation
- City of Palm Springs, CA Parks and Recreation
- City of Sherwood, OR Cultural Arts/Community Center
- City of Spokane, WA Parks and Recreation
- Vail Recreation District / Vail Parks and Recreation
- City of Woodburn, OR Parks, Recreation, Open Space and Trails
- City of Tulsa, OK Parks and Recreation



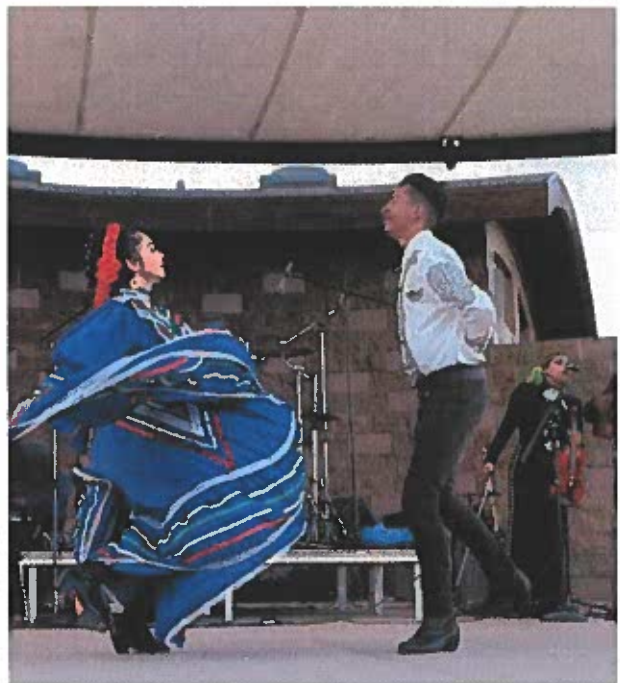
Denver Recreation Centers Needs Assessment



City and County of Broomfield



II. PROJECT UNDERSTANDING AND APPROACH



PROJECT UNDERSTANDING

We understand that the City of Perris is interested in preparing an update to the 2005 Parks and Recreation Master Plan. Since the development of that plan, the City's population has doubled, and there has been an increase in residential, commercial, and industrial development.

Once completed, this plan will become an element of the City's General Plan, and it will align with the City's green elements and commitment to providing a healthy, thriving community. GreenPlay has worked on many similar plans that consider the role in which parks and recreation contributes to public health, and we know that the City would like to evaluate these elements as part of this Parks and Recreation Master Plan update.

We recognize that Perris is a community of about 80,000, located in Riverside County. You are located about 71 miles from Los Angeles and 81 miles from San Diego. The City is easily accessible, and is dedicated to creating a healthy community. In 2013, Perris launched the Live Well Perris campaign to encourage residents to maintain healthier lifestyles. The City also added a Healthy Community Element into the General Plan that addresses areas where health and planning intersect.

Some elements of this Parks and Recreation Master Plan update include evaluating connectivity. We know that one goal of the City is to ensure that all residents are located within a 10-minute walk of a quality park. This planning effort will build on the Master Trails Plan, the General Plan, and other plans to help you achieve all of your goals and initiatives, including:

- The City's healthy initiatives
- The California State Parks Make Life Better Campaign
- The NRPA 10-Minute Walk Campaign
- CAPRA Standards

To help you meet all of these goals and more, we will provide a system-wide assessment of parks, recreation facilities, trails, and open space within the City. We will work closely with you to develop a clear set of goals, policies, and standards for the next five years.

Our scope of work has been prepared based on our preliminary understanding of your needs. However, we are flexible, and the final scope will be determined with you at the Strategic Kick Off.



PROPOSED SCOPE OF WORK

A. STRATEGIC KICK-OFF, AND DETERMINATION OF CRITICAL SUCCESS FACTORS

Following award of contract, the GreenPlay team will provide a Detailed Work Plan for discussion at a Strategic Kick-Off (SKO) meeting with the City's Project Team. We will review the details of the work plan and formalize the timeline and tasks for your project, including information gathering, public involvement, market analysis, needs assessment, and data analysis. We will finalize accepted methodologies and tasks, final number and types of meetings, expected quality and formats for deliverables, and agreement on implementation strategies. We will set a timeline for public involvement and focus groups, and will discuss desired outcomes with the Project Team.

Project Coordination and Baseline Assessment

We will work closely with your team during the SKO to identify key "Critical Success Factors" that will ensure that all factors of importance that are unique to the City of Perris are included. We will supply written Monthly Progress Reports that cover recent progress, outstanding issues or information needed, upcoming meetings and agendas, and next steps. We have found this to be an effective communication tool, adding a level of efficiency and quality assurance to our projects. We will always be available for phone or email communication.

Project team progress meetings will be formally held as often as necessary, but in no case less than monthly, with project updates via email or phone to the Project Manager until the final plan is approved. We will supply the City's Project Manager with one (1) electronic copy of all completed or partially completed reports, studies, forecasts, or plans deemed necessary at least three (3) working days before each progress meeting. The Project Manager will schedule the meetings as necessary at key times during the development of this plan.

We will provide up-to-date information for posting on the City's website and/or an independent project website for review of progress by stakeholders and the public.

Information Gathering

Our team will collect as much information as possible on awareness, use patterns, satisfaction, desires, barriers, vision, priorities, funding possibilities, and willingness to pay, so as to inform the development of the needs assessment. As it pertains to the project, we will integrate information from recent and/or current planning work completed by the City of Perris, including the 2005 Parks and Recreation Master Plan, the City's General Plan, the Master Trails Plan, the Healthy Community element of the General Plan, Specific Plans for different areas of the City, and individual park master plans as applicable.

The planning process will consolidate relevant information from these planning documents, and from budgets, work plans, and funding plans utilized by the City to facilitate the comprehensive coordination of direction and recommendations for the Parks and Recreation Master Plan update.

Community Services Recreation Administration provides leadership, management, and coordination for the varied Community Services programs aimed at enhancing the "Quality of Life" for all residents of the City of Perris through recreation, sports, leisure, cultural and educational activities.

B. COMMUNITY AND STAKEHOLDER ENGAGEMENT

We know that the City anticipates extensive public input during the development of this plan, and we agree that this is a key component of the process. During the development of this plan, our team will engage stakeholders from throughout the City. The participation process utilized will be customized to your community's unique situation, emphasizing data collection methods that are efficient, effective, and that incorporate your available resources to the greatest extent possible. Individual users and non-users, user groups, special interest organizations, associations, and other stakeholders will be given ample opportunity to participate in the development of this Parks and Recreation Master Plan update. Our team will explore knowledge of local issues and concerns that will result in useful and pertinent community feedback.

GreenPlay staff members are skilled facilitators, and we draw from a variety of methodologies included in the following graphic that are designed to encourage and structure feedback for clearly identified and measurable outcomes. A suggested approach is provided; however, the actual methodology will be detailed and determined during the Strategic Kick-Off.

Participant feedback has indicated that our techniques and formats are well received and provide the opportunity to better understand the planning process and make a meaningful contribution, resulting in the feeling that attending an input session was a good use of someone’s valuable time. We are well aware of the misuse of the public process that results in frustration over having to attend too many sessions or not feeling like the time was well spent, or that a person or group of people monopolized the meeting time. Our sessions are designed to avoid these common pitfalls.

Based on previous successes, the following community engagement strategy approach is designed to assure residents, user groups, community associations, neighboring communities, and other stakeholders that they are provided an opportunity to participate in the development of the plan, and is recommended for this project:

- **Initial Information Gathering:** Collection of as much information as possible on awareness, use patterns, satisfaction, desires, barriers, vision, priorities, funding possibilities, and willingness to pay, so as to inform the development of the needs assessment.
- **Focus Group Meetings:** We will conduct a minimum of two (2) focus groups drawing from user individuals and groups, Community Services Recreation Administration employees from each division, other City employees, City Council representatives, Parks and Recreation Committee representatives, other advisory boards and committee members, community associations, school board members, other service providers (public, private and non-profit, etc.), and primary stakeholders such as youth, seniors, other recreation providers, citizens with disabilities, school officials, and other stakeholders, as mutually determined.
- **Three Public Community Meetings**
 - One during the information gathering portion of the project that will provide an introduction to the project (i.e., purpose, scope, expected outcomes) and an opportunity to provide input about the desires and needs of the community.



- One to present the “findings” of the needs assessment (i.e., survey results, inventory results, areas of focus for the recommendations) and an opportunity to provide comments about the information presented, and identify potential solutions.
- One to present the Draft Plan
- **Stakeholder Interviews:** During onsite visits and as appropriate, we will meet with and/or have phone conversations with those who can contribute specific information that may need to be conveyed in a more detailed manner (this may include representatives from neighboring communities, sister agencies, other City departments, Council members, etc.).
- **Statistically-Valid Survey** – See full description.
- **Findings Presentation:** We will compile and present a summary of findings from the inventory, needs assessment and initial analysis for validation by staff, decision makers, stakeholders, and the public.

- **Parks and Recreation Committee Meetings:** A minimum of two (2) meetings to provide progress reports.
- **Final Presentation:** We will present the final report to the project team and the Parks and Recreation Committee, the Planning Commission, and the City Council.

Statistically-Valid Survey

As part of the quantitative needs assessment portion of the plan, our team will conduct a randomly distributed survey using proven survey methods to achieve a statistically valid response. This type of survey is the most effective method available to get the opinions of the NON-USERS, as well as users of recreation facilities and programs, in your community.

We will work with RRC Associates (RRC) to create a carefully designed community survey to be distributed to a sample of residents using a list provided by the City (either registered voters or some other appropriate list). We propose to invite survey

LEVERAGING IMPACT FROM THE MASTER PLAN THROUGH COMMUNICATIONS AND SOCIAL MEDIA

Leveraging support and participation for the Master Plan means that we must communicate the importance of the process to your residents in a variety of methods. It starts with properly and appropriately marketing the value of the Master Plan process to residents, and then communicating how the community can and should play a crucial role in creating a vision for the future.

To ensure successful public meeting outreach, we will collaborate with the City’s marketing lead to devise a communications strategy that makes sense for your particular project. GreenPlay can assist with suggested content for in-house staff activation, or for an additional fee, we can assign experienced staff to host, create, and disseminate content to promote engagement for your agency throughout the project.

Our team will prepare at least one online public inquiry to engage participants on the City’s most successful social media platform. If enhanced input is desired, the team will prepare and provide pieces of released content for distribution on popular social media accounts. The content will promote the Master Plan planning process and showcase the key findings, which will be shared on the City’s social media account once approved. Our extensive list of creative engagement

strategies, combined with online marketing tactics, will equip agencies with a toolbelt of resources to ensure that attendance reaches as many people as desired.



EXAMPLES OF ENGAGEMENT STRATEGIES

Website and Social Media Strategies

- Do you have funding to enhance the strategies and web presence?
- How much control of website and social media (permissions) do you have?
- Would you like to add a project page on website or a separate site?
- Release a schedule of important dates
- Create a feed of photos, tweets, etc.
- Do you want to add popup/banners?
- Sharing links to pages on all flyers, social outlets
- Enhanced email strategies for social media

Examples of Postings for Facebook, Twitter, and Instagram

- Creating events, celebrations, and milestones
- Hosting live Q&A discussions
- Scheduling live videos, photos, polls, stories, etc.

participation using a mail survey with a postage paid return envelope provided, containing language that is proven based on our work in other communities. The survey will permit respondents to complete the form and mail it back, or they would be directed to a web site where they could complete the survey online. Following the initial invitation to complete the survey that is provided to a sampling of residents by mail, we will offer the opportunity to go to an "open link" where the larger community would be encouraged to respond.

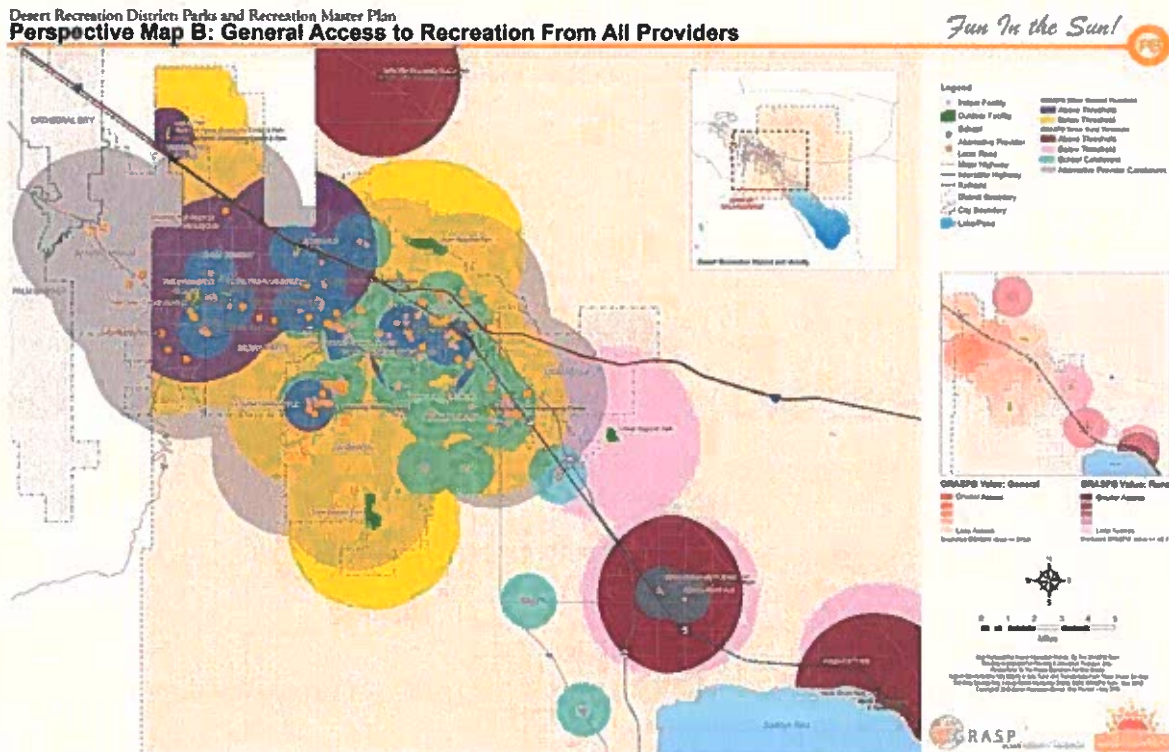
RRC typically tabulates the results from these two groups separately (the coded "invitation" and "open link" versions), but if they are similar in response patterns, they can then be combined for interpretation purposes. We expect enough responses to permit recreation use patterns and community priorities to be measured in a quantitative manner. To help improve response rates, we also anticipate that the City would assist with marketing and creating public awareness of the survey through local channels such as local newspapers, radio, cable TV, web sites, and other available media.

Outside of RRC's mailed/open link parks approach, we have a wide range of experience in intercept surveying. We have utilized these tools in some GreenPlay projects (e.g., San Gabriel, Santee, Oceanside, etc.), as well as in a number of other community settings. If the City desires broader input, we can explore some of these tools.

C. INVENTORY, MAPPING, AND LEVEL OF SERVICE ANALYSIS

To quantify current level of service (LOS) and make recommendations to ensure that uses/spaces meet current and future needs of the local community, our analysis will consider the capacity of each amenity as well as functionality, accessibility, condition, comfort, and convenience. We will work directly with City staff, using available inventory as a starting point. We will then create GIS maps of the data to prepare for analysis. Key issues regarding any of the assets from both staff and stakeholder perspectives will be noted.

This information will go into a GIS-based GRASP® dataset for the City of Perris of which you will receive a copy when complete, and which can be used with your own GIS system for a wide variety of ongoing tasks.



We will use the data to provide you with a series of metrics that show the current level-of-service (LOS) provided by your park system from a variety of perspectives, and identify gaps in service. We know that the City would like an assessment of accessibility and alternative transportation corridors. We will evaluate these factors as part of the level of service analysis. We will use our standard GRASP® tool to collect and classify park components. Using this predetermined list allows us to compare the City of Perris to other agencies who have completed the GRASP® system. This method allows for a very efficient and budget minded inventory process. This list includes such components as picnic grounds, local and destination playgrounds, fitness courses, splash pads, tennis courts, etc. We are happy to share a complete list of GRASP® components in advance if requested. By combining these metrics with demographics information and findings from the survey, public engagement, and other tasks, we will tailor our deliverables to target issues, needs, and community goals specific to the City of Perris and the surrounding area.

We will also evaluate the City's parks, recreation, open space, and trails to see how they align with NRPA standards and CAPRA standards.

Demographics and Population Projections

We will confirm the demographic characteristics of the constituency of the City through a demographic analysis and market profile, utilizing all information available from previous planning efforts and gathered from the Comprehensive General Plan, the City's Planning Department, the U.S. Census Bureau,

Esri, and other national and local sources. We will work directly with your planning resources to help document growth and redevelopment areas and land use changes. A detailed demographic analysis based on service areas will outline trends and information that could affect the need for facilities and programming.

Trends Analysis

Trends analysis will consider demographic shifts and their impact on future parks and recreation provisions. This analysis will also identify interest and participation levels for a variety of activities, and will assess how services are provided through both administrative and planning trends. It will evaluate how the City's facilities, programs, and amenities compare to national and regional trends.

D. ANALYSIS OF PROGRAMS AND SERVICES

Using the results of the community and stakeholder engagement process, the needs assessment, current level of service, current capacity and future growth, standards, and classifications analysis, GreenPlay will identify and prioritize the unmet parks and recreation needs in the community. The gaps in facilities and assets can be identified using the nexus of unmet need and high importance. In addition, using the population projections as an overlay to current capacity and industry standards, we will project future needs.

Facilities, Lands, and Asset Gaps Analysis

We will research, collect, and assemble other data necessary to complete the project given available information. We can work with various information formats and will produce the final deliverables in both



digital spatial analysis and textual formats that are dynamic and easily used and become the property of the City upon completion of the project.

We will identify noted areas of service shortfalls and projected impact of future trends. Aligning with the results of the focus groups, stakeholder meetings, needs assessment, current capacity, and future growth, our GreenPlay team will help identify and prioritize unmet facility and asset needs in the community. These gaps in service can further be identified and later substantiated using the nexus of unmet need and high importance.

Partners and Alternative Providers – A Collaborative Approach

From the analysis of current conditions, we will identify potential partners and collaborators within the service area. Our process will look for saturation in the market by considering the niche and target service area markets identified in the inventory and public involvement process.

Recreation Facilities Gaps

We will collect and analyze information on usage, needs, desires, operations, maintenance, land use trends, parking, etc., and make recommendations for recreation facilities.

E. FINDINGS, VISIONING AND FUNDING ANALYSIS

Findings Compilation, Validation, and Visioning

GreenPlay team consultants will compile initial findings from the inventory, demographics, and needs assessments and will prepare a summary Findings Presentation for staff, decision makers, stakeholders, and the public to validate the accuracy of the findings. During this stage, we will confirm that all information identified and collected thus far is correct, and we will ask all stakeholders to share any additional issues or opportunities for consideration as we prepare to move forward into analysis and recommendations.

Visioning Strategies Development Workshop

We recognize that our team needs to work with the City’s Project Team to fully analyze identified findings and to create implementable recommendations for your future. We want to be respectful of the staff’s time, while thoughtfully contributing our identified ideas, suggestions, qualitative, and quantitative findings. We also want to engage all interested

members and key stakeholders in determining future vision and action plan steps for the City’s parks and recreation needs.

Following review of the Findings, we will facilitate a Visioning Strategies Workshop that will include an analysis of all findings, including operational feasibility, political or historical constraints, and any other potential challenges. We will also identify opportunities for implementation steps, work plans, and funding implications.

This Workshop will help provide an articulated guiding vision for future acquisition, development, and maintenance of recreation facilities, with goals, desired outcomes, and standards identified to direct policy and acquisition for existing and proposed facilities.

Key Issues Analysis Matrix

During the Findings Phase of each project, GreenPlay Project Managers compile a Key Issues Analysis Matrix that helps identify focus areas from the various tools and methodologies used to collect information. This matrix will help the City determine progress on goals set forth in the plan, and will serve as a basis for plan updates in the future.

Healthy Community Parks and Recreation Master Plan		Qualitative Data		Quantitative Data				
Key Issue - Rating Scale		Staff Input	Public Input	Leadership	Surveys	Other Research/ Documents	Assess/ CDE	Consultant Team
a - priority b - opportunity to improve c - minor or future issue blank means the issue didn't come up or wasn't addressed								
Organizational								
Strong relationship between Commission and City								
Executive Support for Parks and Recreation								
Deferred maintenance of parks, potentially due to staffing limitations.								
Focus on health for nutritional and active transportation partnerships								
Marketing and Awareness are strong but can use additional focus								
Provide awards as economic driver to help attract investment								
Parks and Facilities								
Increase trail connections								
Need for sidewalks and on street bike/lane improvements								
Increase legal access to river								
Feasibility study to determine highest and best use for Auditorium								
Need to add more information to City website on parks and facilities								
Address repairs and use of outdoor pool								
Add nature playgrounds to other parks								
Programs and Service Delivery								
Align program equity and availability in all sub-areas to all demographics								
Activate job-trails through community-side focus and events								
Opportunity for additional non-sport programs								
Desire for more events & festivals								
Track and promote participation in southern sub-areas								
Finance								
Funding for facilities and staffing for City needed								
Cost Recovery model to be addressed at Category Level								
Aligned cost recovery plan and policies								
Promote equitable scholarship program								
Align parks, recreation, sports, culture, and events as economic drivers								

Organizational Analysis

GreenPlay will broadly assess the organizational and management structures of Community Services and Recreation Administration to determine the Department's effectiveness and efficiency in meeting current and future departmental responsibilities as related to the community's needs. The needs assessment (including input from staff interviews, the community survey, and various meetings, the level of service analysis, along with the consultant's expertise) will identify any areas for enhancement.

Our team will conduct an overview evaluation of existing park maintenance practices and an analysis of staffing structures in relation to community expectations and industry "best practices" (including environmental sensitivity). The evaluation will consist of staff interviews, review of community feedback, budgets, and policies, and site visits.

Operations and Maintenance Analysis

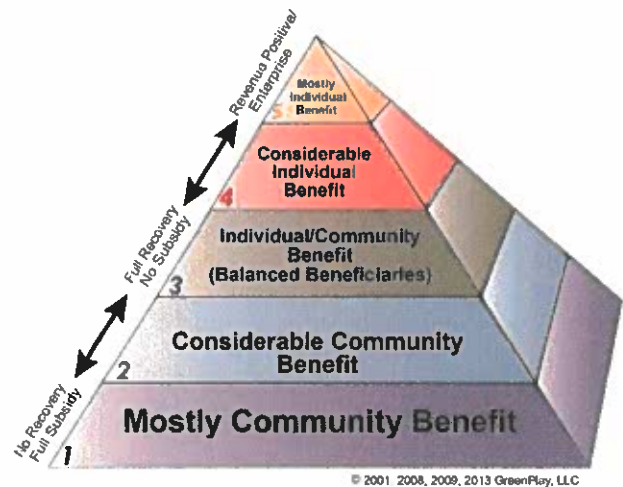
GreenPlay will conduct a review of existing operations and maintenance practices in relation to operational expectations and industry "best practices." The review will consist of staff interviews; review of user feedback, budgets, and policies; and site visits. We will develop recommendations for operations, staffing, and maintenance needs. GreenPlay consultants will place a focus on sustainable operations and strategies for improving park maintenance levels and efficiencies. All plan recommendations will take into account cost effective options for ongoing operations and maintenance, including options for volunteers and/or other partnerships.

Present and Projected Fiscal Resources

GreenPlay will conduct an overview analysis of past budgets and existing funding to meet existing needs and projected funding to meet future needs. In addition we will analyze other sources of funds such as levies and bond issues and strategies for land acquisition. We will look for gaps in the current management and funding system and look for potential areas of improvement.

Cost Recovery and Resource Allocation

GreenPlay is a national leader in teaching and developing innovative approaches to handling the often contentious financial issues of "how much taxpayer subsidy is enough?" or "where should the resources go?" GreenPlay has established and improved the "Pyramid" methodology for helping agencies create an overall philosophy and approach for resource allocation, program pricing, and cost recovery evaluation. We currently teach at conferences and train agencies and universities in the implementation and use of this straightforward but innovative methodology, which is invaluable for making tough resource allocation decisions, and creating pricing and cost recovery strategies.



This methodology will be helpful for evaluating the financial sustainability of Community Services and Recreation Administration from both operational and capital funding aspects. As part of your project, we will use the concepts for identification of gaps and/or areas of non-consensus, along with introducing the concepts for this framework for decision making.

As part of GreenPlay's proposed process, we will introduce your staff to this methodology and use it for the basis of "what if" scenarios predicated on the City's financial sustainability goals.

Note: A full detailed analysis of cost recovery, divisional budgets, and/or pricing is not typically included in a master planning project, but can be facilitated separately or concurrently for an additional fee, if this is determined to be a key focus area.

Alternative Funding and Partnerships

GreenPlay has extensive experience evaluating options for alternative funding. Alternative funding typically includes grants, donor programs, sponsorships, and/or partnerships. Our Project Team will identify key partners in the area through the planning process and can provide management recommendations to enhance this potential funding area. This task does not include procurement of alternative funding, but this can be addressed separately if desired. We have developed sample partnership and sponsorship policies that our clients are using across the country. We will help the City to identify if and what types of partnership opportunities may be available.

F. DRAFT AND FINAL PLANS, PRESENTATIONS, AND DELIVERABLES

The Draft Parks and Recreation Master Plan will include all findings, needs assessment, public engagement results, written goals, plans, objectives, and policy statements that articulate a clear vision and model (a "road map") for the City's future. These will be submitted for preliminary review, and all comments will be incorporated into your final plan. After the review, we will assist in guiding the plan through the formal adoption process, including review and recommendation by the project management team, and presentations of the draft recommendations and final Parks and Recreation Master Plan to the Parks and Recreation Committee, the Planning Commission, and the City Council for adoption.

Action/Implementation Plan

We will work with the project team to rank and prioritize recommendations, balancing needs and cost/benefit analyses, capacity of the City, and budgetary realities. The product of this task will be a set of recommendations with strategies, priorities, and identification of budget support funding mechanisms phased into immediate, near-term, and long-term timeframes addressing needs regarding land acquisition, along with the development of parks and recreation programs and facilities.

An Action Plan including costs, potential funding mechanisms, timing, and responsible party will be developed for the City of Perris.

Deliverables will include all aspects outlined in the preceding tasks, summarized as:

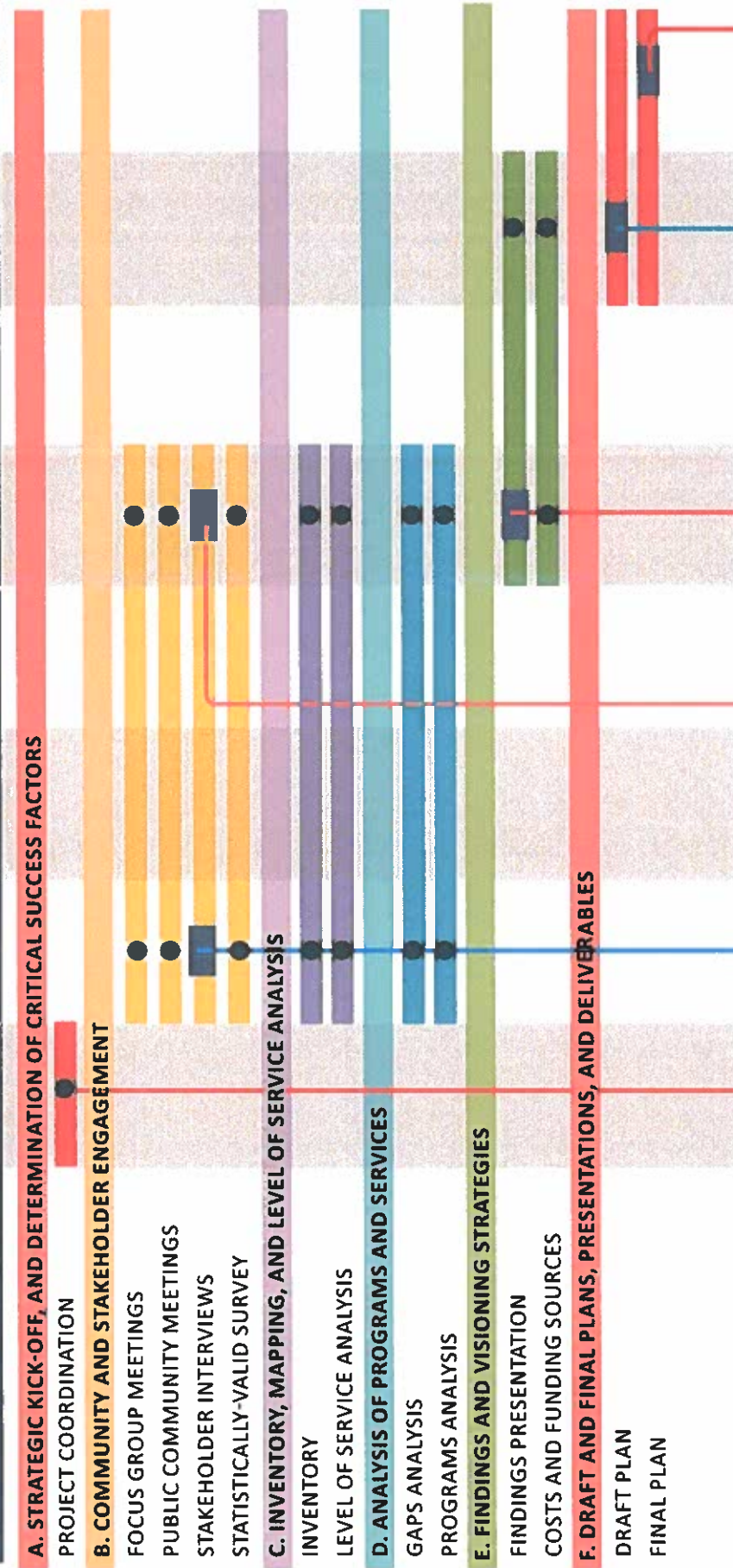
- Five (5) printed copies of the Final Plan
- Five (5) printed copies of the Executive Summary
- One (1) electronic submission, consisting of all plan elements in a format compatible with your software
- Maps in ArcView format

Our plans also include at no additional charge:

- Qualitative and Quantitative analysis methods beyond those specified, designed to address specific key issues, constraints, and opportunities, the City's future livability and the contribution of parks and recreation to economic development, community vitality, and long-term viability.
- Our commitment that for each task, we will quickly assess your current circumstances and provide specific information that you need to move to the next level, rather than providing you with just a standard planning response, whether you need it or not.

SCHEDULE

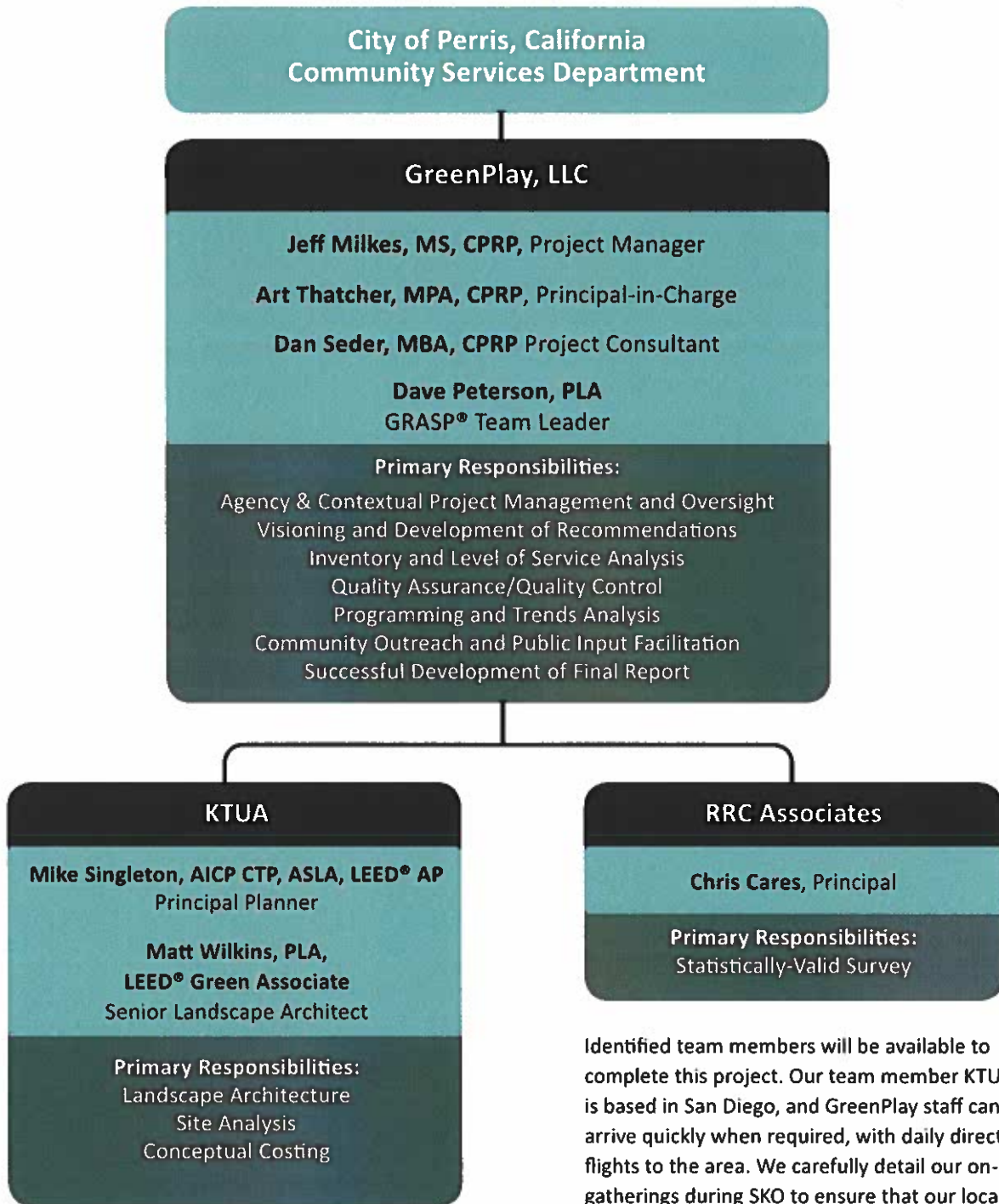
PROJECT PHASE: SKO | Information Gathering | Visioning/Draft | Final



Meeting With City
Project Team And/Or
Commission

III. PROPOSED PROJECT TEAM





Identified team members will be available to complete this project. Our team member KTUA is based in San Diego, and GreenPlay staff can arrive quickly when required, with daily direct flights to the area. We carefully detail our on-site gatherings during SKO to ensure that our local presence is fully considered.





Jeffrey Milkes, MS, CPRP

Project Manager



Work Experience:

Jeff is a successful parks and recreation professional with over 30 years of experience at municipalities, special districts and military recreation organizations. His work has focused on leadership development, performance management, non-traditional financing opportunities, development of cost recovery strategies and the provision of athletic and special events. Jeff brings with him extensive experience managing aquatic and recreation facilities, sports and fitness programs, and park maintenance. He is passionate about developing community offerings with a high level of creativity and imagination.

- **Project Manager/Consultant**, 2019-Present, GreenPlay, LLC
- **Director, Parks & Recreation**, 2017-2019, City of Cupertino, California
- **Southeast Services Manager**, 2005-2017, Portland, Oregon Parks & Recreation
- **Chief, Community Recreation Division**, 2003-2005, Department of Army, Baumholder, Germany
- **Recreation and Aquatics Manager**, 2001-2003, North Clackamas Parks Recreation District, Milwaukie, OR
- **Athletic Director/Community Programs Director**, 1997-2000, Naval Station, Rota, Spain
- **Athletic Director, NCTAMS Naval Base**, 1993-1997, Dededo, Guam
- **Youth Services Program Manager**, 1991-1993, Department of Army, Taegu, Korea
- **Youth Services Director**, 1987-1991, Department of Army, Stuttgart, Germany

EDUCATION

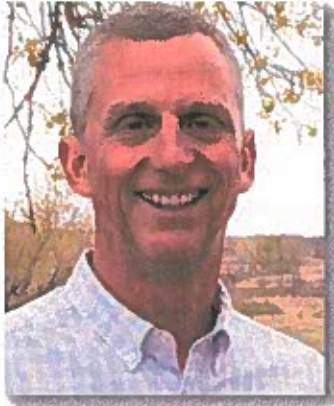
- M.S., Recreation and Resource Development, Texas A&M University, 1987
- B.S., Recreation & Park Management, University of Oregon 1985

CERTIFICATIONS

- Certified Park & Recreation Professional (CPRP), National Recreation and Park Association
- Graduate, Parks & Recreation Director's School, National Executive Leadership School & Supervisors Management School, National Recreation & Parks Association
- Numerous presentations at NRPA Conference, Oregon Recreation and Parks Association, Washington Recreation and Parks Association, and the International Livable Cities Conference
- Medal for Superior Civilian Service and the Commander's Award for Civilian Service, US Army

Representative Project Experience:

- As Parks & Recreation Director, Jeff was responsible for a municipal parks and recreation program serving a city of 62,000 community members. He managed daily operations and long-term planning that included all budgets, personnel, facilities, planning, capital planning, program provision and events. He was responsible for a 17,000,000 operating budget, two community centers, a sports center, senior center, golf course, nature preserve, emergency services, code enforcement, and environmental education center supported by a full-time staff of 43 personnel and 300 part-time staff and contractors. Jeff's focus was on completion of the city's first Parks and Recreation System Master Plan that included significant background research, intensive public involvement, coordination with community stakeholders, and analyzing levels of service.
- Serving as Parks and Recreation Manager for Southeast Portland, Jeff managed over 90 parks and properties, seven community centers, and thousands of recreation programs and classes. Jeff oversaw a \$10,000,000 budget, serving a population of over 380,000 community members. He was responsible for prioritization of work plans, 38 full-time and hundreds of part-time personnel, sustainable practices, planning and financial controls. Jeff was responsible for a high level of public involvement, communication with leadership and enforcement of mandates related to Oregon's budget and personnel laws. Jeff oversaw the city-wide special events and summer playgrounds programs (125 large annual special events) in a multicultural environment that served 375,000 people annually. He was responsible for project management, small renovations and contributing to park planning, permitting, and construction. As Lands Services Manager, Jeff oversaw the city-wide turf, irrigation, horticulture, and community gardens teams. He served on numerous projects as a member of the executive management team guiding one of the country's largest parks and recreation agencies. The department was awarded the "Gold Medal" as the best large agency in the Nation by the National Recreation and Parks Association in 2011.
- For the US Army, Jeff served as Chief, Community Recreation Division, GS-12 in a community composed of 14,000 active duty troops, family members and DOD civilians. Through subordinate branch chiefs, Jeff was responsible for the overall management and direction of the division to include an arts and crafts center, an automotive repair/crafts shop, an automotive stripping yard, a motor pool, a competitive sports program, a library, an outdoor recreation program, a swimming pool, four physical fitness centers and a special events program. Jeff supervised over 100 full-time, 100 part-time employees, and a \$15,000,000 appropriated and non-appropriated budget.



Art Thatcher, MPA, CPRP

Principal



Work Experience:

Art is a Certified Parks and Recreation Professional with 30 years of experience in public parks and recreation operations, programming and administration, volunteer board leadership, facility design and operations, and community engagement. Throughout his career, Art has concentrated on strategic and master planning, youth civic engagement and teen comprehensive planning, operations and facility management planning, outdoor adventure recreation development and programming, and community engagement facilitation. Art is a well known speaker at the local, state, and national level, and lecturer in the Parks, Recreation and Tourism Department at Old Dominion University. He was the 2014 President and Chair of the Board of the Virginia Recreation and Parks Society.

- GreenPlay LLC, Project Consultant: 2013 - Present
- Bureau Manager of Recreation and Human Development – City of Norfolk, VA
- Information Technology Project Coordinator – City of Hampton, VA
- Superintendent of Parks & Recreation – City of Hampton, VA
- Operations Director, Norfolk FestEvents Ltd. – Norfolk, VA
- Director of Parks and Recreation – City of Poquoson, VA

Education & Certification

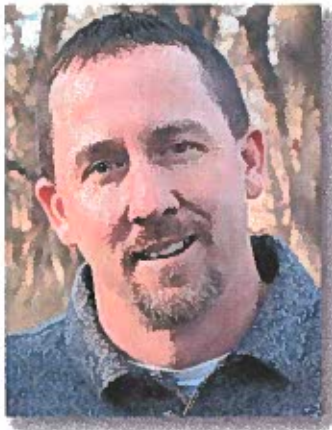
- Old Dominion University, Masters of Public Administration, 2005
- Christopher Newport University, Bachelors of Science, 1981
- Certified Parks and Recreation Professional, National Recreation & Parks Association (NRPA)
- NRPA Director School, 2010; NRPA
- School of Sports Management, 1990; NRPA
- Leadership Training Institute, 2014; VRPS
- The Business Institute for Parks, Recreation and Leisure Services, 2002; NRPA
- LEAD, Weldon Cooper Center for Public Service (UVA), 1999

Speaker/Presenter

- NRPA
- Virginia Parks and Recreation Society
- California Parks and Recreation Association
- Colorado Parks and Recreation Association
- Maryland Parks and Recreation Association
- GP RED Think Tank
- Oregon Parks and Recreation Association

Representative Project Experience

- Amherst, NY – Recreation and Parks Master Plan Update
- Arlington County, VA – Sports Fields Use Study
- Bethlehem, NY – Parks and Recreation Master Plan
- Carbon Valley Recreation District, CO – Parks and Recreation Master Plan
- Caswell County, NC – Parks and Recreation Master Plan
- Chatham County, GA – Parks and Open Space Master Plan
- Clovis, CA – Parks Master Plan
- Dublin, CA – Parks and Recreation Master Plan
- Encinitas, CA – Parks and Recreation Master Plan, and Financial Sustainability Assessment
- Glenwood Springs, CO – Park, Recreation, Open Space and Trails Master Plan
- Gloucester County, VA – Needs Assessment for Parks, Recreation, and Tourism
- Greenbelt, MD – Recreation and Park Facilities Master Plan
- Hesperia Recreation and Park District, CA – Master Plan
- Maitland, FL – Parks and Recreation Master Plan
- Manassas, VA – Parks, Recreation, & Culture Needs Assessment and Facilities Plan
- Martin County, FL – Parks and Recreation Master Plan
- New Hanover County, NC – Department of Parks and Gardens Master Plan Update
- Oceanside, CA Parks and Recreation Master Plan
- Roanoke Regional Partnership, VA – Outdoor Needs, Operations Capital and Financial Analysis
- San Diego County, CA – Parks and Recreation Master Plan
- San Gabriel, CA – Parks, Recreation, and Open Space Master Plan
- Santa Ana, CA – Services and Financial Sustainability Assessment
- Santa Maria, CA – Parks and Recreation Needs Assessment and Action Plan
- Santee, CA – Parks and Recreation Master Plan Update
- Signal Hill, CA – Parks and Recreation Master Plan
- Wake Forest, NC – Parks, Recreation, and Cultural Arts Master Plan
- West Palm Beach, FL – Parks and Recreation Master Plan
- Williamsburg, VA – Parks and Recreation Master Plan
- Wilsonville, OR – Parks and Recreation Comprehensive Master Plan



Dan Seder, MBA, CPRP

Project Consultant



Work Experience

Dan is a Parks and Recreation Professional with 25 years in the industry. Dan has extensive experience in facility operations and management, aquatics, community programming, special events, and recreation programming. Throughout his career, Dan has had an emphasis on recreation facility and aquatic management. He has overseen and operated the grand opening of a multi-million dollar aquatic facility which won the URPA facility of the year award, organized and developed a new Parks and Recreation department from the ground up, coordinate the opening of a senior/community center and created multiple youth and adult recreation and aquatic programs in the community. Dan has participated on various community boards and local government agencies, been an active member Utah and Nebraska's state parks and recreation associations, and been a part of a community recreation facilities master plan collaboration group.

- Project Consultant – GreenPlay LLC
- Parks and Recreation Director – City of Fremont, Nebraska
- Interim Aquatics Manager – Kroc Community Center/Salvation Army, Omaha, Nebraska
- Parks and Recreation Director – Lindon City, Utah
- Operations Manager, CCMC Daybreak Community Association – South Jordan, Utah

Education

- Masters of Business Administration – University of Phoenix, 2006
- Bachelor of Science – Health Education - Utah State University, 1995

Affiliations and Expertise

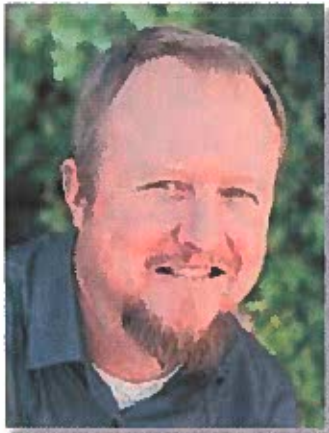
- Member of NRPA, URPA, CURPA
- American Red Cross Certifications: LGI, LGT, First Aid/CPR
- Ellis and Associates ILTP Instructor
- Member of various community boards including Park Board, Cemetery Board, Keep Fremont Beautiful, and Arboretum Committee

GreenPlay Project Experience

- Angleton, TX – Parks and Recreation Master Plan
- Bloomington, IL – Parks and Recreation Comprehensive Master Plan
- Caswell County, NC – Parks and Recreation Master Plan
- Clinton, IA – Parks and Recreation Master Plan
- Clovis, CA – Parks Master Plan
- Elkhart, IN – Parks and Recreation Five Year Master Plan
- Fraser Valley, CO – Parks, Recreation and Golf Master Plan Update
- Irvine, CA – Parks and Recreation Master Plan
- Leland, NC – Parks, Recreation, and Open Space Master Plan
- Redmond, WA – Cost of Service Methodology for Parks and Recreation Fees
- Signal Hill, CA – Parks and Recreation Master Plan
- Victorville, CA – Parks and Recreation Master Plan

Other Representative Project Experience

- Responsible for the overall operation of the Parks and Recreation Department, including parks, facilities, swimming pools, recreation, cemetery, baseball/softball/soccer complex, three indoor/outdoor arenas
- Part of a community wide recreational facilities collaboration group, planning and developing future facilities for the city and partners in the community (private university, school district, YMCA, Chamber of Commerce)
- Responsible for the overall operation of the Aquatics Department of the Kroc Community Center, a 125,000 square foot facility, including programming, operations, staffing, customer service, and community awareness
- Enhanced and improved current programming and created new programs to increase revenue and services of the facility and department



Dave Peterson, MS, PLA

Special Projects Consultant, GRASP® Team Leader

Work Experience

Dave's leadership in the science of parks and recreation planning embraces innovative techniques for incorporating demographics data into GIS analyses and determining needs beyond traditional broad-brush allocation strategies.

Dave started his career in community development and planning but expanded to park and school design. This provided an excellent transition into park and recreation master planning. This variety of experience, as well as his diverse background in education and sports medicine make him a valuable team member.

Dave loves the latest in software and technology and is always looking for the newest computer graphic technique or process to incorporate into his projects. He also enjoys the opportunity to visit hundreds of parks each year as part of GRASP® inventory and assessment. Parks and recreation master planning and comprehensive GIS mapping using composite values methodology incorporates both detailed and broad thinking and therefore is a good match for his skills. Dave is a Registered Landscape Architect in Colorado and is a CLARB Certified Landscape Architect.

Education

- M.S., Exercise and Sports Science, University of Arizona, Tucson, Arizona
- B.S., Landscape Architecture, Colorado State University, Fort Collins, Colorado
- B.S., Education, University of Nebraska, Lincoln, Nebraska

Certifications

- Registered Landscape Architect in Colorado (#977), 2012
- CLARB Certified Landscape Architect

Representative Project Experience:

Park & Recreation Master Planning

- Angleton, Texas
- Arlington County, Virginia
- Aurora, Colorado
- Barrington, New Hampshire
- Brookline, Massachusetts
- Bloomington, Illinois
- Cary, North Carolina
- Charleston County, South Carolina
- Cook County Forest Preserve District, River Forest, Illinois
- Commerce City, Colorado
- Corvallis, Oregon
- Denver, Colorado
- Desert Recreation District, Indio, California
- El Paso County, Colorado
- Encinitas, California
- Farmington, New Mexico
- Glendale, Arizona
- Green Valley Ranch Metro District, Denver, Colorado
- Hampton, Virginia
- Hamilton County, Tennessee
- Henderson, Nevada
- Lakewood, Colorado
- Lathrop, California
- Littleton, Colorado
- Louisville, Colorado
- North Clackamas District, Oregon City, Oregon
- Palm Springs, California
- Pearland, Texas
- Plainfield Park District, Plainfield, Illinois
- Post Falls, Idaho
- Sandpoint, Idaho
- Springfield Park District, Springfield, Illinois
- Stafford County, Virginia
- Stonecrest, Georgia
- Tualatin Hills Park and Recreation District, Beaverton, Oregon
- Tulsa, Oklahoma
- Valdez, Alaska
- Valleywide Recreation District, California
- Victorville, California
- Wake Forest, North Carolina
- Wheat Ridge, Colorado
- Wilsonville, Oregon
- Windsor, Colorado

Healthy Communities Planning

- Arlington Heights Park District, Arlington Heights, Illinois
- Liberty, Missouri
- South Bend, Indiana

Statewide Comprehensive Outdoor Recreation Plan (SCORP)

- Maryland Department of Natural Resources
- State of New Mexico

KTUA KEY PERSONNEL | Mike Singleton | Principal Planner | Landscape Architect

Mike Singleton is the principal of KTUA's planning team. A common theme for Mike's work is the integration of nature into new development and the reintroduction of nature in existing communities. He combines his experience with utilizing GIS tools for an in-depth analysis of geographic, demographic, land use and transportation factors along with his site planning, park planning and resource planning background.

Mike has successfully served as a workshop/project facilitator for a wide variety of project types, including community redevelopment, park master plans, natural resource management plans, active transportation and trail projects. He works in close coordination with community groups, citizen advisory committees, task forces, city agencies and other public groups to identify project goals and community concerns, discuss project alternatives, and develop solutions to the benefit of the user, client and community.

County of San Diego Parks Master Plan

Principal landscape architect for a Park and Recreation Master Plan for the County of San Diego. The scope included a needs assessment, demographic analysis, asset inventory, trend analysis, level of service, program / facility balancing, outreach and capital improvement recommendations. The study provided recommendations for the 24 County CPAs where the analysis and recommendations are handled at a local contextual level with the goal of balancing park and recreation demand and assets.

City of Santee Parks Master Plan

Principal landscape architect (with GreenPlay as the prime consultant) for a citywide parks master plan for the City of Santee. The project included a statistically valid survey administered and a broader set of workshops, meetings, and online surveys to obtain public input. Mike was the lead on the preparation of park inventory, park expansion opportunities, levels of service and a gap analysis for park distribution. The development of site plans for a new community center is a central focus of the recommendations and work products associated with the project.

City of Encinitas Parks Master Plan and Active Transportation Plan

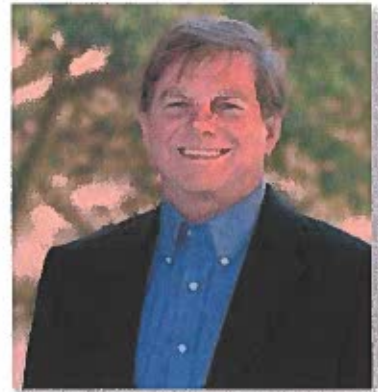
Principal landscape architect (with GreenPlay as the prime consultant) for a recently completed a Citywide Parks Master Plan for the City of Encinitas. Mike was the lead on the preparation of trail master planning and integration with the Active Transportation and Mobility Plans that KTUA is preparing. Under the ATP, a series of six workshops and pop-up events, along with online surveys, provided valuable planning input.

Port of San Diego Park Inventory and Assessment Plan

Principal landscape architect for the Port of San Diego study. The scope of work included the inventory and mapping of the Port's waterfront park areas, including picnic areas, waterfront access, amphitheaters and stages, and open space; preparing a description of each park; and identifying the level of use at each park. Analyzed data included the number, size (by attendance) and types of events held at the permit parks for the last three years. Detailed concept plans were then developed for the top five priority park locations. Proposed park improvements include stages, amphitheaters, utilities, signage and lighting for special events and community use.

City of Carlsbad Trails Master Plan Update

Principal planner and project manager for the Trails Master Plan and the Carlsbad Active Transportation Strategy Plan. The intent of completing the two studies simultaneously was to assure that the open space and park trail system could be used for transportation purposes (given the road network and topography in the area) and that some of the on-street facilities can be designated as roadside trails and bike routes leading to open space and park lands. The project included community outreach and on-line surveys.



EDUCATION

- B.S. Landscape Architecture, Cal Poly San Luis Obispo, 1981

REGISTRATIONS

- 2011 AICP Certified Transportation Planner, exp. 2019
- 2009 LEED-AP (Lifetime Certification)
- 1984 California Landscape Architect, PLA 2386, exp. 9/2019

ORGANIZATIONS

- American Society of Landscape Architects
- American Planning Association
- Association of Pedestrian and Bicycle Professionals
- Circulate San Diego

HONORS + AWARDS

- 2018 APA City of National City Downtown Specific Plan (Best Comprehensive Plan - Small Jurisdiction)
- 2017 HUD: Creating Walkable and Bikeable Communities, APA San Diego Section Best Practice Award
- 2017 Honor Award for Parks, San Diego State University Student Recreation Field, APWA San Diego
- 2015 Lemon Grove Main Street Phase 2, APA San Diego
- 2015 City Heights Urban Greening, WTS San Diego, APA San Diego, APA California
- 2015 National City SMART Foundation, APA San Diego, APA California
- 2014 City Heights Urban Greening, ASLA San Diego
- 2014 Lemon Grove Main Street Promenade, ASLA San Diego

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KTUA KEY PERSONNEL | Matt Wilkins | Senior Landscape Architect

Matt Wilkins is a senior landscape architect at KTUA. Matt has worked in inter-disciplinary groups throughout his career and brings valuable knowledge of sustainability, park design, landscape architecture, construction, and digital technology to the team. His dedication to the profession and interest in 3D and digital technology has allowed him to lead the discussion about technology use in practice. He is currently the co-chair of the Digital Technology PPN Network for ASLA and a frequent presenter at national conferences. He has performed numerous field investigations, prepared and led park design from concept to completion, and has created various 3D models, animations and photo simulations for site and city-wide design solutions. With his passion for building a better tomorrow and background in athletics, he is dedicated to building better parks for our communities.

City of Santa Barbara Ortega Park Master Plan*

Project manager/lead designer for the 9.5 acre park. The project included public workshops, meetings with key stakeholder groups, and City departments. After closely evaluating the park's opportunities and constraints along with the community's desires, the team established the programmatic needs for the park which included: a new multi-purpose artificial turf field, a year-round aquatics facility, a shared community building and park restrooms, a skatepark facility, central BBQ and picnic area, pedestrian promenades, a community playground, a full basketball court, bocce-ball and ping-pong facilities and perimeter parking and pedestrian circulation improvements. The final master plan document recorded the process and provided a plan for future improvements including phasing and funding opportunities for consideration. The overall park improvements are estimated to be between \$15-\$20M.

City of San Diego North Park Mini-Park

Landscape designer responsible for the preparation of final design and construction documents for a new 0.75-acre park in the heart of North Park's Main Street area. The design of the park includes seating and picnic areas, as well as a multi-use urban plaza with permanent and temporary stage areas available for community events and the expansion of the farmers market. Creative children's play elements, integrated wayfinding spires and a curved North Park identity wall with 6-foot-tall concrete letters contribute to this activated urban park.

City of Santa Barbara Dwight Murphy Field Master Plan*

Project manager/lead designer for a 10.5 acre park located near the Santa Barbara Zoo and blocks away from the beach. The project included public workshops, meetings with key stakeholder groups, and City departments. After evaluating the park's opportunities and constraints along with the community's desires, the team established the programmatic needs for the park which included: a new full size soccer field, a youth baseball field, a fitness area, a family plaza and BBQ area, pedestrian promenades, an all-abilities playground, a restroom facility, a new parking lot, and perimeter parking and pedestrian circulation improvements. The final master plan document recorded the process and provided a plan for future improvements including phasing and funding opportunities for consideration. The overall park improvements are estimated to be between \$14-\$19M.

Additional Experience

- City of Grover Beach Senior Center Feasibility Study
- City of Victorville Parks Master Plan
- City of Carlsbad Ocean Street Beach Access
- City of Lemon Grove Main Street Promenade



EDUCATION

- B. Landscape Architecture, Minor in Sustainability, Cal Poly, San Luis Obispo, 2011
- Architectural Studies, Allan Hancock College 2008

REGISTRATION

- 2012, LEED Green Associate
- California Landscape Architect, CA PLA #6398

AFFILIATIONS

- American Society of Landscape Architects,
- Digital Technology Practicing Professional Network, Co-chair

RECOGNITION

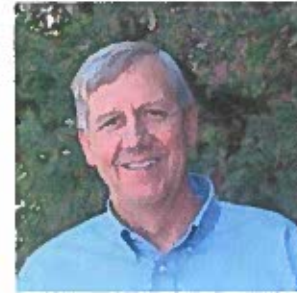
- 2017 APWA, Armorlite Drive Complete Street Plan

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C. CHRIS CARES

Chris possesses a diverse background in public and private planning. A founding partner of RRC Associates, he specializes in practical applications of research techniques including survey and qualitative research, modeling and applied analysis to solve problems in city planning, administration, and business applications. Parks and recreation needs assessments are particular areas of specialization. Chris has overseen numerous community/citizen surveys in towns and counties throughout the United States, which provide input to parks, recreation, trails, open space, and planning needs assessments. The results of these studies typically become incorporated into parks and open space master plans, or other policy documents.



Professional Experience

1983 to present MANAGING DIRECTOR/FOUNDING PARTNER
RRC Associates, Boulder, CO

Representative Projects

Parks and Recreation Surveys for Master Plans and Needs Assessments:

- | | | |
|-------------------------|-----------------------|--------------------------|
| Cedar Rapids, IA | Desert Rec. Dist., CA | Tualatin Hills, OR |
| Bella Vista Village, AR | Farmington, NM | Martin County, FL |
| Fitchburg, WI | Littleton, CO | West Palm Beach, FL |
| Waukesha, WI | Louisville, CO | Asheville, NC |
| Prospect Heights, IL | State of Maryland | Colchester, VT |
| Erie County, NY | State of New Mexico | Meridian, ID |
| Gloucester County, VA | Palm Springs, CA | Maryland-NCPPC- |
| Hunterdon County, NJ | Pearland, TX | Prince George County, MD |
| Rancho Cucamonga, CA | Wilsonville, OR | Encinitas, CA |
| San Diego County, CA | Dunwoody, GA | San Gabriel, CA |
| Amherst, NY | Santee, CA | Keene, NH |
| Winchester, VA | Manassas, VA | Essex, VT |

RELEVANT BOARD EXPERIENCE
(Former) Breckenridge Outdoor Education Center, Breckenridge, CO – boec.org

GP RED – Research, Education and Development for Health, Recreation and Land Management – gpred.org (currently board president)

Tourism and Ski Area Visitor Research (examples include National Ski Areas Association, Colorado Tourism Office, Vail Resorts, Copper Mountain, Telluride Ski and Golf Company, Crested Butte Mountain Resort, Cedar Rapids, IA)

Housing and Transportation Needs Assessments (examples include Boulder, Lafayette, Longmont and Westminster, CO; Eagle County and Town of Vail, Grand Junction, Pueblo, Weld County, CO)

Education

- Master of City Planning: Harvard University, 1975
- Bachelor of Arts, Political Science: University of Rochester, 1972
- University of Michigan, 1971

Further Work Experience

- 1977-81 PLANNER/ASSOCIATE, Gage Davis Associates—Boulder, CO
Associate in charge of research studies for major destination resorts in Colorado and Utah
- 1976-77 PLANNER, City of Boulder—Boulder, CO
- 1975 PLANNER, Lincoln-Uinta Counties Planning Office—Kemmerer, WY

IV. REPRESENTATIVE PROJECT EXPERIENCE

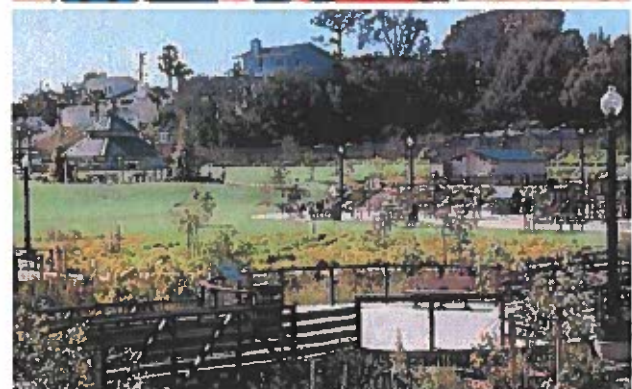
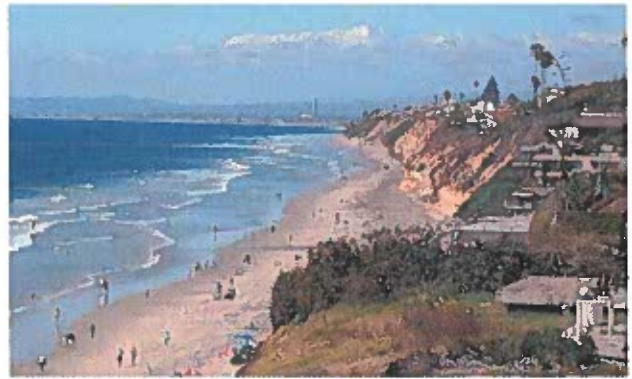
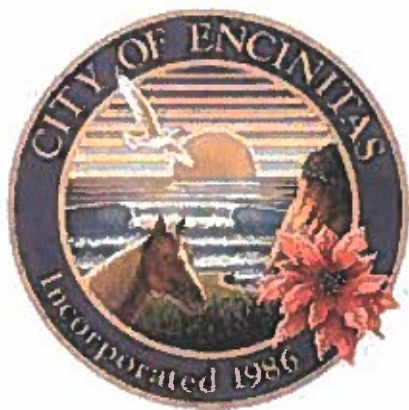


**ENCINITAS, CALIFORNIA
PARKS, BEACHES, OPEN SPACE,
AND TRAILS MASTER PLAN**

Reference:

Jennifer Campbell, Director
505 S. Vulcan Ave.
Encinitas, CA 92024
760.633.2740 | jcampbell@encinitas.gov

Project: GreenPlay developed a Parks, Beaches, Open Space, and Trails Master Plan to serve as a 10-year Growth Plan for the City’s parks, beaches, trails, and open space. The plan helped the Parks and Recreation Department (PRD) develop a vision for its future while providing an integrated and accessible parks system with a wide variety of offerings to residents of Encinitas. The project team conducted a broad public input process, including a series of public meetings and focus groups and a community survey. The team also conducted inventory and GRASP® Component Based Method for level of service analysis to comprehensively evaluate the City’s parks, beaches, open space, and trails. Findings from the planning process were used to develop recommendations. *Team members include KTU+A, Design Concepts, and RRC Associates.*



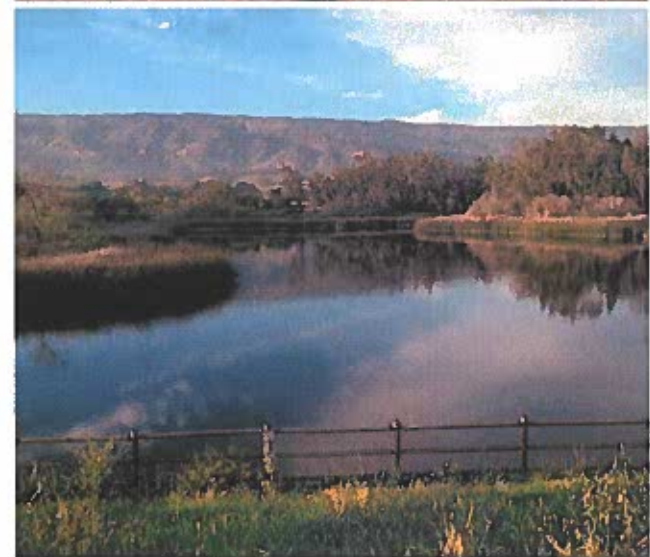
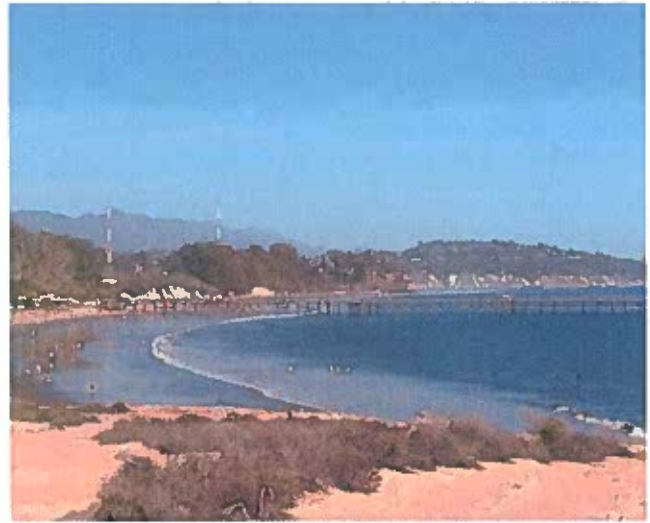
**GOLETA, CALIFORNIA
PARKS, FACILITIES, AND PLAYGROUNDS
MASTER PLAN**

In conjunction with KTUA

Reference:

Vyto Adomaitis, Director
130 Cremona Dr.
Goleta, CA 93117
805.961.7555 | vadomaitis@cityofgoleta.org

Project: Located in southern Santa Barbara County along the 101 Freeway, the City of Goleta is home to approximately 30,000. GreenPlay consultants worked with KTUA and the City to develop a Parks, Facilities, and Playgrounds Master Plan. Our role on the project included assistance with public and community engagement; conducting interviews of stakeholders, staff, and community members; conducting an analysis of trends and demographics; conducting an analysis of operations and programming; and assisting in the development of priorities and recommendations.



**SANTA MARIA, CALIFORNIA
LEISURE NEEDS ASSESSMENT AND ACTION PLAN**

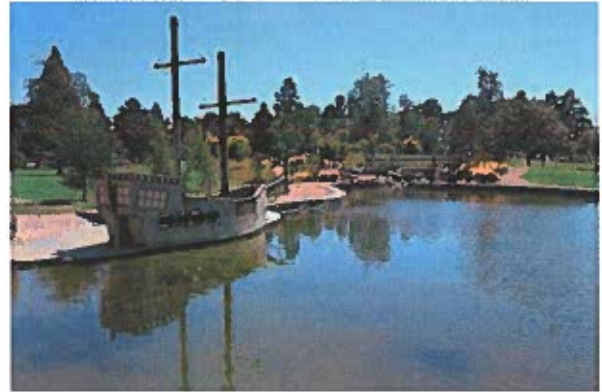
Reference:

Dennis Smitherman, Management Analyst
615 S. McClelland St.
Santa Maria, CA 93454
805.925.0951 ext. 2263
dsmitherman@cityofsantamaria.org

Project: GreenPlay is currently working with the City of Santa Maria to develop a Leisure Needs Assessment and Action Plan for the Recreation and Parks Department (R&P). This project will allow the City to evaluate its recreational needs. The Mission of R&P is: "to enrich the lives of the residents of Santa Maria through quality recreation programs and services; and to provide safe and well maintained facilities and parks, while anticipating the changing needs of the community."

Santa Maria is located in Santa Barbara County and consists of about 100,000 residents. Its picturesque scenery and attractions, including vineyards and the Guadalupe-Nipomo Dunes bring in tourists from throughout the region and all over the country. The City operates 234 acres of developed parks in 27 neighborhood and community parks, as well as part of the Los Flores Ranch Park property. R&P provides an abundance of recreational opportunities and programs for residents of all ages. R&P has a commitment to involve the community in planning efforts, including this Leisure Needs Assessment and Action Plan.

Our team is involving the community throughout the development of this project. This will result in realistic and justifiable recommendations, as well as an accurate assessment of potentially unmet needs in the system. The project also consists of an inventory and level of service analysis, development of an action plan and recommendations, and an overview financial analysis of the Department. *Team members include KTUA and RRC Associates.*

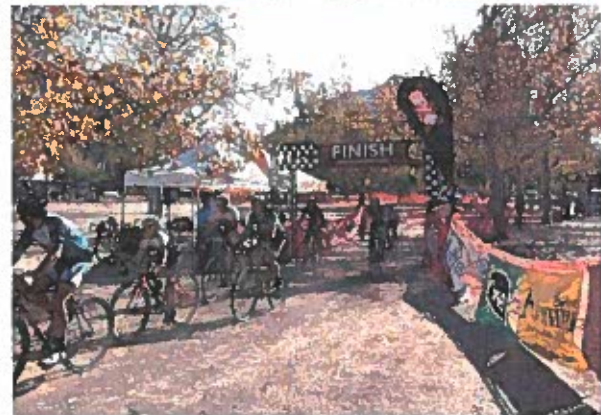


**SAN LUIS OBISPO, CALIFORNIA
NEEDS ASSESSMENT AND RECREATION AND
LEISURE TRENDS ANALYSIS**

Reference:

Shawn Cooper, Senior Planner
1144 Monterey St.
San Luis Obispo, CA 93408
805.781.4388
secooper@co.slo.ca.us

Project: The countywide Needs Assessment and Recreation and Leisure Trends Analysis of park facilities and recreation program assets and needs, identified existing and projected gaps in service and determined potential land, facility and service uses. It guided San Luis Obispo County Parks in determining the community’s priorities for developing services, as well as methods for financing these priorities and partnership opportunities, within the system. *Team members included KTUA and RRC Associates.*



**CARLSBAD, CALIFORNIA
CORE SERVICES ASSESSMENT, RESOURCE
ALLOCATION, COST RECOVERY, AND PRICING**

Reference:

Mick Calarco, Recreation Services Manager
799 Pine Ave., Suite 200
Carlsbad, CA 92008
760.434.2859 | Mick.Calarco@carlsbadca.gov

Project: This study facilitated the development of key elements of a financial strategic plan in two phases, which included a Services Assessment using the MacMillan Matrix and a Resource Allocation and Cost Recovery evaluation using the Pyramid Methodology. The project identified financial goals and objectives; evaluated cost center allocation using comparative analysis criteria; and developed an implementable pricing policy, methodology, and process.

**CARLSBAD, CALIFORNIA
PARK DEVELOPMENT AND OPERATIONAL
FUNDING OPTIONS AND STRATEGIES**

Reference:

Mick Calarco, Recreation Services Manager
799 Pine Ave., Suite 200
Carlsbad, CA 92008
760.434.2859 | Mick.Calarco@carlsbadca.gov

Project: This project developed funding source options for park capital improvements and on-going operations. Discussions focused on national industry best practices in parks and recreation funding and included a review and analysis of local and regional funding mechanisms. The process identified Department planning challenges, gaps, and shortfalls, and proposed a process for overcoming these challenges. The final plan described next steps and provided a potential scope of work for staff and/or consultants to integrate this project into other City funding and planning efforts.

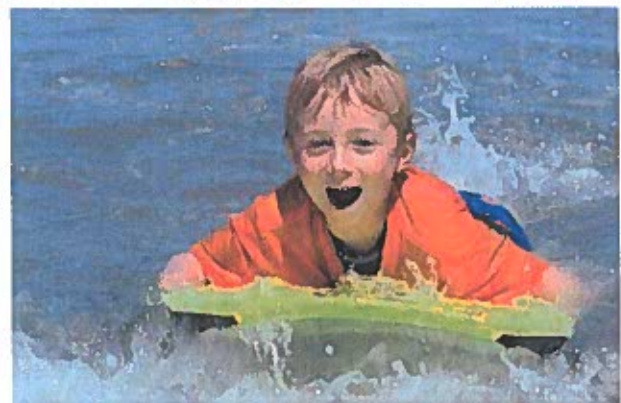


**SANTEE, CALIFORNIA
PARKS AND RECREATION
MASTER PLAN UPDATE**

Reference:

Bill Maertz, Director of Community Services
10601 Magnolia Ave.
Santee CA 92071
619.258.4100 | bmaertz@cityofsanteeca.gov

Project: GreenPlay led the City of Santee through a Parks and Recreation Master Plan Update which provided an assessment of its parks and recreation system. The Parks and Recreation Plan Update prepared the City to plan for future growth in their community, which is expected to reach build out by 2025. The plan provided a realistic view of the City's parks and recreation system and developed a vision for the system for the next decade. The process was inclusive of all members of the community, and the public was given many opportunities to participate in detailed needs assessment through focus groups, stakeholder meetings, public meetings, an invitation survey and an open link survey. A Level of Service Analysis Cost and Financial Analysis were also conducted. An Implementation Plan was developed to assist the City of Santee in meeting the community's needs. *Team members included KTUA and RRC Associates.*



SAN GABRIEL, CALIFORNIA PARKS AND OPEN SPACE MASTER PLAN

Reference:

Rebecca Perez, Community Services Director
425 South Mission Drive
San Gabriel, CA 91776
626.308.2875 | rperez@sgch.org

Project: GreenPlay worked with the City of San Gabriel to develop a Parks and Open Space Master Plan. The goal of this plan was to determine potential enhancements that could be made to its existing park, open space, and recreation system to best meet the needs of residents. Once completed, the plan will enable the City to identify the values of the community, provide a citywide vision for parks and open space, develop a dynamic Parks and Open Space Master Plan that embodies the unique history and characteristics of San Gabriel, and provide a clear direction and strategies for the development and administration of the parks, open space, and recreation system.

Our team worked closely with the Community Services Department, the Master Plan Advisory Committee, and other identified stakeholders to develop a plan with community specific and implementable recommendations. To meet these objectives, our team conducted a site tour and inventory of existing conditions of city facilities, school facilities and private recreation facilities within the City of San Gabriel planning area; created a community-wide needs assessment survey, which was made available through a variety of methods and in multiple languages including English, Spanish, Chinese, and Vietnamese; recommended design amenities for the modernization and re-design of elements within the neighborhood park system that will maximize operational efficiency, usability of space, and conservation of resources; provided an implementation strategy for recommended projects from the Enhanced Watershed Management Program Work Plan (EWMP); and developed an implementation plan and schedule with estimated improvement costs. *Team members included KTUA, TDW + Co, and RRC Associates.*



**PLEASANT VALLEY RECREATION
AND PARK DISTRICT
CAMARILLO, CALIFORNIA
NEEDS ASSESSMENT**

Reference:

Mary Otten, District General Manager
1605 E. Burnley St.
Camarillo, CA 93010
805.482.1996, x114 | motten@pvrrpd.org

Project: GreenPlay led The Pleasant Valley Recreation and Park District, in conjunction with the City of Camarillo, in conducting a Needs Assessment for senior recreation and indoor recreation within the community. The study allowed the District to determine how its current senior center and indoor recreation facility are meeting the needs of the community. The Park District currently serves the City of Camarillo and the surrounding area, a population of about 77,000. According to the District’s 2013-2018 Strategic Plan, over 33% of households in the Sphere of Influence have members over the age of 65. Of the 28 parks and facilities managed by the District, one is a senior center, and one is an indoor community center. The study included extensive community feedback, inclusive of all members of the community, and the public was given many opportunities to participate through Focus Groups, Stakeholder Meetings, Public Meetings, an Invitation Survey and an Open Link Survey. A market assessment and needs assessment were completed to determine whether or not the District should expand these existing facilities, or if new facilities were needed. To identify potential gaps in senior recreation services, along with indoor recreation facilities and services, GreenPlay engaged the community to determine participation levels, unmet needs, use of alternative providers, support for funding of a new or expanded center, and other information that provided implementable recommendations. We worked closely with the District, the City of Camarillo, and other stakeholders to identify gaps in indoor recreation and activities for the senior population and other members of the community. Operational, community and capital needs were addressed, along with financial solutions for construction and operations. The project resulted in GreenPlay providing the Pleasant Valley Recreation and Park District and the City of Camarillo, California with an Actionable Plan to meet the needs and desires of their community.



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V. PROPOSED PROJECT BUDGET

TASKS	GreenPlay	KTUA	RRC	Total
A. Strategic Kick Off and Determination of Critical Success Factors	\$3,675	\$1,000		\$4,675
B. Community and Stakeholder Engagement	\$14,700	\$2,000		\$16,700
Statistically-Valid Survey	\$2,100		\$14,500	\$16,600
C. Inventory and Level of Service Analysis	\$15,750	\$3,000		\$18,750
D. Program and Services Analysis	\$8,925	\$2,000		\$10,925
E. Findings and Financial Analysis	\$18,375	\$6,000		\$24,375
F. Draft and Final Plans, Presentations, and Deliverables	\$22,974	\$5,000		\$27,974
Totals	\$86,499	\$19,000	\$14,500	\$119,999

This project is billed as Firm-Fixed Fee, meaning that all travel, reimbursables, and deliverables are built into the per task cost.

Fee Basis

GreenPlay does not bill on an hourly basis. We have established an inclusive fee schedule that covers the salaries of our professional project staff and of support staff who enable them to function effectively and efficiently. We consider the prevailing rates in our industry and the level of specialized expertise that we provide.

For projects which require more than 100 hours of work, GreenPlay proposes using a **Firm-Fixed Price** model for compensation. This means that the contract is based on a projected number of hours, but the compensation is actually based on the completion of pre-determined contracted tasks identified in the Scope of Work and within a pre-specified timeline.

This typically works well for the client, ensuring that all work is accomplished regardless of the time required to complete each task. In the event that the contracted **Scope of Work** is changed by the client during the project, GreenPlay can adjust total contract fees accordingly based on our regular hourly rates. This project is proposed as a Firm-Fixed Fee project; therefore, individual hourly rates and projected number of hours are not applicable.

Our rates include:

- All deliverables as outlined in the Scope of Work.
- Professional staff, sub-consultant, and administrative salaries.
- All office overhead, equipment, utilities, and consulting insurances.
- Taxes, employee benefits, and Worker's Compensation.
- Administrative support staff and supplies, and local travel.
- Work Products and meetings as outlined in the Scope of Work.
- All travel costs are built into the firm-fixed fee.

Rates do not include:

- Materials and services outside of the pre-specified Scope of Work (may include extra meetings, requested copies and printing of work products).
- Geotechnical services and reports.
- Topographic and boundary surveys (site surveys).
- Site Testing.
- Project related legal and safety consultant services.
- Permits and fees borne by the agency.
- Detailed schematic and construction documents.

Additional Services: If Requested

GreenPlay's rate for additional services is based on an average of \$150 per hour if not proposed as "firm-fixed fee." For sub-consultants, hourly rates range from \$60 to \$150 per hour, depending on the task. As this project is based on a firm-fixed fee, our consultants will dedicate the necessary time to complete the project. Our sub-consultant team members set their hourly rates according to their individual firm fee schedules. While the hourly rates may sound high, when considering the costs for implementing additional experienced and professional full-time staff, benefits, insurances, office space, computers and equipment, support staff, utilities, etc., we find that this rate is usually comparable to or lower than what an agency would spend for in-house staff. An additional benefit is that when the project is finished, the expense ends. GreenPlay typically submits an invoice for payment to the project manager/primary contact person on a monthly basis. Each invoice includes a brief description of the services provided and percentage of Scope completed to date. Invoices past due over 60 days will accrue 1.5% interest per month. Other structures for compensation and payment can be negotiable prior to contract award.

Project Delay Fee

GreenPlay will work with your project team to jointly lay out an achievable schedule during contracting and detailed during the SKO. There is a cost to GreenPlay if the project is delayed beyond the accepted contracted schedule end date, so we will work diligently with you to achieve it. We expect prompt responses and to keep milestones for approval points. If the project is delayed due to City requests or non-response, we may request additional fees to do so. Typically, this fee is around 10% of remaining budget for each month of client caused delays. We are happy to help keep this project on schedule, and value open and transparent conversations about how to best do so throughout the project.

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Not applicable)

EXHIBIT "C"

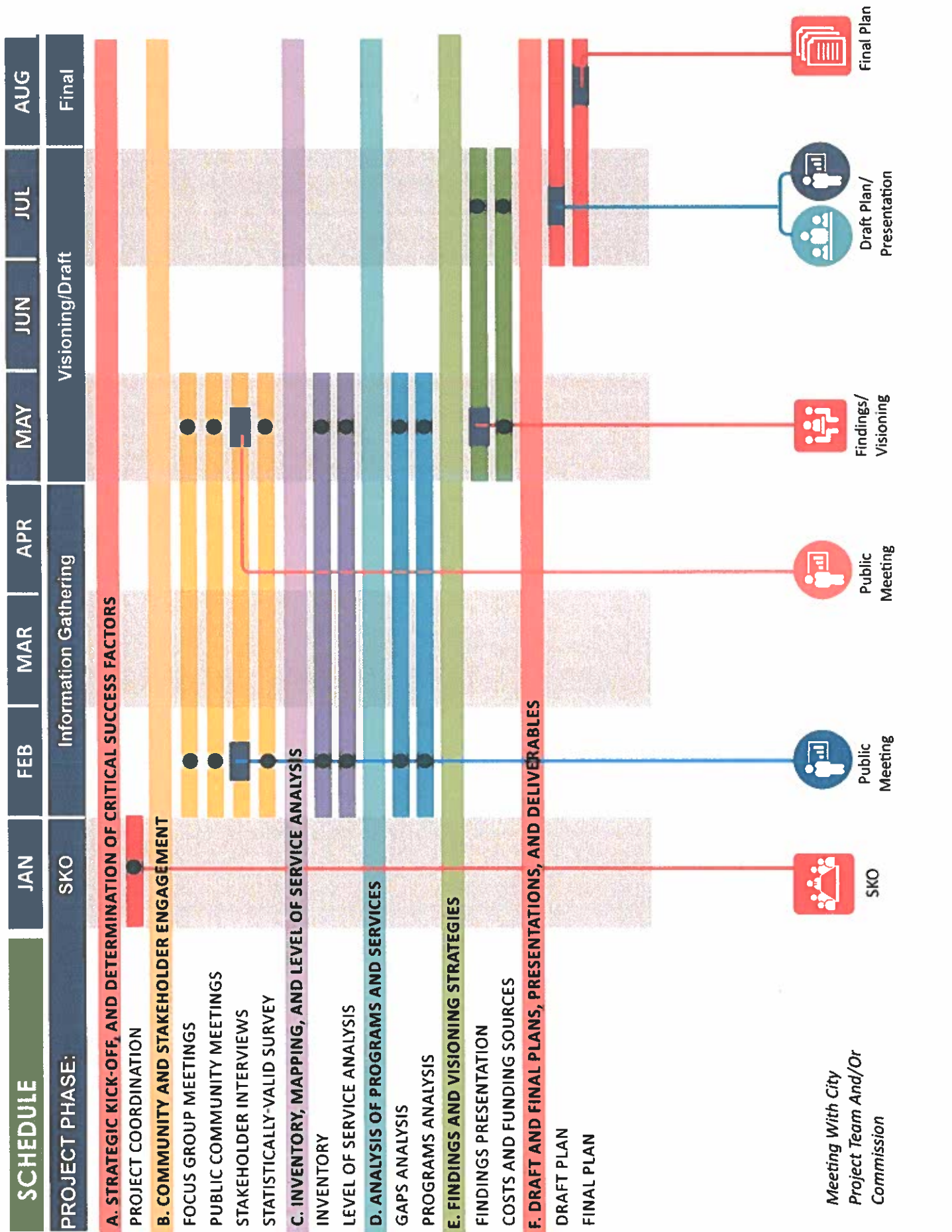
SCHEDULE OF COMPENSATION

City agrees to compensate Consultant for the services outlined in Exhibit "A" not to exceed the Contract Sum of one hundred nineteen thousand nine hundred ninety nine dollars and no cents (**\$119,999.00**). Consultant shall be paid within thirty (30) days after City's receipt and approval of an invoice submitted by Consultant. Consultant shall be paid for actual work completed on the project.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Per the project schedule indicated in the scope of services specified in the proposal from **GreenPlay, LLC.** dated January 13, 2020, which is attached with this Exhibit D.



Meeting With City
Project Team And/Or
Commission



SKO



Public Meeting



Public Meeting



Findings/
Visioning



Draft Plan/
Presentation



Final Plan



8.G.

CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: February 11, 2020

SUBJECT: Investment Report – Quarter Ended December 31, 2019

REQUESTED ACTION: Receive and File Quarterly Investment Report for the Quarter Ended December 31, 2019

CONTACT: Ernie Reyna, Director of Finance *ER*

BACKGROUND/DISCUSSION:

The California Government Code establishes requirements for Treasurer's Investment Reports and investment practices. Section 53646 of the Code states that the City's Treasurer shall render a quarterly report to the City Manager and City Council.

The earnings for the second quarter of 2019-20, as presented in this report, are \$817,696.49.

The City continues to employ an investment strategy of maximizing yield while maintaining security of the City's invested funds as specified in the investment policy adopted by the Council.

BUDGET (or FISCAL) IMPACT: Interest income earned for the second quarter of Fiscal Year 2019-2020 as reported is \$817,696.49. The projected interest income for the General Fund is \$116,223.19.

Prepared by: Adrienne Morales, Accountant II

REVIEWED BY: Ernie Reyna, Director of Finance

City Attorney _____

Assistant City Manager _____

Finance Director *ER*

Attachments: Memorandum, Quarterly Investment Report

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:



CITY OF PERRIS

DEPARTMENT OF FINANCE
101 North 'D' Street, Perris, CA 92570-2200
TEL: 951-943-4610 FAX: 951-943-5065

Memorandum

TO: Honorable Mayor and Members of the Perris City Council
FROM: Adrienne Morales, Accountant II
PREPARED BY: Adrienne Morales, Accountant II
APPROVED BY: Ernie Reyna, Director of Finance
DATE: February 11, 2020
SUBJECT: Quarterly Investment Report as of December 31, 2019

I hereby certify that this quarterly investment report (see attached Exhibit A) accurately reflects all investments and is in compliance with the City's Investment Policy (see Compliance Table Exhibit B). Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditures for the next six months.

Approved by:

Ernie Reyna, Director of Finance

1/31/20

Date

EXHIBIT A

City of Perris
Quarterly Investment Report
 October 1, 2019 - December 31, 2019

Current Quarter Ending December 31, 2019

Type of Investment	Institution	Maturity Date	Deposit Amount *	Interest Received
Pooled	Citizens Business Bank (Premiere Money Market)	Liquid	705,667.68	2,838.01
Pooled	Citizens Business Bank (Investment)	Liquid	65,535,706.78	316,569.76
Pooled	Local Agency Investment Fund (LAIF)	Liquid	31,221,469.56	179,984.40
Pooled	U.S. Bank (Investment)	Liquid	-	-
Pooled	Chandler Asset Management	Liquid	82,262,153.72	319,850.74
Total Interest Earning for Period Ending Dec. 31, 2019:				\$ 819,242.91

* Average Quarterly Cash Balance per Investment Account

CITY OF PERRIS
Projected Cash Balances & Projected Interest Income as of December 31, 2019
Fiscal Year 2019 - 2020

FUND #	FUND NAME	Projected Balances as of 12/31/2019	Projected Interest Income for quarter ending 12/31/2019
001	GENERAL FUND*	27,356,139.38	116,223.19
106	RAILWAY DEPOT RESTORATION	132,994.65	565.03
109	AQMD - AIR QUALITY MANAGEMENT	161,007.85	684.05
112	TRAFFIC SAFETY	1,397,890.96	5,938.97
115	OFFICE OF TRAFFIC SAFETY	326,025.45	1,385.13
121	STREET LIGHTING - PROPERTY TAX	2,246,532.75	9,544.45
124	STREET LIGHTING - MD 84-1	1,076,264.64	4,572.54
127	LANDSCAPE MAINTENANCE DISTRICT 1	4,293,314.19	18,240.24
130	FLOOD CONTROL MAINTENANCE DISTRICT	9,795,291.11	41,615.52
133	ROAD & BRIDGE BENEFIT DISTRICT	79,326,783.00	337,021.66
136	GAS TAX	6,972,361.66	29,622.24
140	RMRA GRANT	2,009,198.48	8,536.13
142	MEASURE A	5,537,010.43	23,524.12
157	CITY PROJECTS - EXTERNAL CONTRIBUTIONS	9,926,855.80	42,174.48
160	STORM DRAIN DEVELOPER FEES	14,639,524.65	62,196.36
163	DEVELOPMENT FEES	19,430,433.34	82,550.64
165	COMM ECONOMIC DEV CORP	3,075,538.41	13,066.50
170	HUD - NSP3 - FEDERAL	114,768.95	487.60
171	HCD - HOME - FEDERAL	100,901.21	428.68
180	HOUSING AUTHORITY	1,736,257.12	7,376.53
204	CFD 90-2 GREEN VALLEY	22,940.09	97.46
226	CFD 2006-3 ALDER	379,872.21	1,613.90
228	CFD 2006-2 MONUMENT PARK	1,290.22	5.48
237	CFD 88-1 (NEW)	275,206.84	1,169.22
238	CFD 88-3 (NEW)	107,303.61	455.88
239	CFD 90-1 (NEW)	122,993.31	522.54
241	CFD 2002-1R WILLOWBROOK	10,870.88	46.19
243	CFD 2001-1 #2R MAY FARMS	6,047.73	25.69
244	CFD 2001-1 #3R MAY FARMS	2,572.81	10.93
245	CFD 2001-2R VIL OF AVALON	123,806.74	526.00
246	CFD 2006-1R MERITAGE	1,271.15	5.40
248	CFD 2004-3R MONUMENT RANCH	2,252.65	9.57
249	CFD 2004-2R CLC	2,141.97	9.10
251	CFD 2001-1 #7R MAY FARMS	1,959.29	8.32
254	CFD 2005-2R HARMONY GROVE	11,628.36	49.40
255	CFD 2004-3R MONUMENT RANCH IA2	18,364.21	78.02
256	CFD 2014-2 SPECTRUM	1,821.91	7.74
258	CFD 2005-4R STRATFORD RANCH	20,937.52	88.95
265	CFD 2001-1 MAY FARMS #4R	11,813.70	50.19
266	CFD 2001-1 MAY FARMS #5R	11,325.60	48.12

267	CFD 2005-1 #4R CENTEX	3,570.82	15.17
268	CFD 93-1RR MAY RANCH	9,979.30	42.40
269	CFD 2004-5R AMBER OAKS II	24.75	0.11
271	AD 86-1 93 SERIES A	54,021.51	229.51
272	CFD 2014-1 AVELINA IA-2	676.03	2.87
274	CFD 2018-2 PUBLIC SERVICE DIST TRLS	2,275.40	9.67
412	PFA 2007 SERIES A & B	37,677.60	160.07
418	PFA 2009B (1994 PROJECT LOAN)	587.92	2.50
419	PFA 2009C (C & N PRJ LOAN)	149.37	0.63
431	JPA 2013 SERIES A	52,184.66	221.71
511	SEWER FUND - CITY	430,044.53	1,827.05
521	SOLID WASTE FUND - CITY	584,580.40	2,483.60
750	CAPITAL PROJECT AREA/SUCCESSOR	170,326.74	723.64
751	DEBT SERVICE FUNDS/SUCCESSOR	328,447.95	1,395.42
Total:		192,466,061.81	817,696.49



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: February 11, 2020

SUBJECT: Check Register for December 2019

REQUESTED ACTION: Approve the City's Monthly Check Register for December 2019

CONTACT: Ernie Reyna, Director of Finance

BACKGROUND/DISCUSSION:

The check register for the month of December 2019 is presented for City Council approval.

BUDGET (or FISCAL) IMPACT:

None.

Prepared by: Stephen Ajobiewe

REVIEWED BY:

Assistant City Manager _____

Director of Finance _____

Consent Item: X

CITY OF PERRIS
CHECK REGISTER
December 31, 2019

CK NUMBER	DATE ISSUED	VENDOR	DESCRIPTION	AMOUNT
138875	12/03/2019	RSO PERRIS COMMUNITY	"SHOP WITH A COP" EVENT DEC 7, 2019	\$ 500.00
138876	12/04/2019	ALESHIRE & WYNDER, LLP	GENERAL LEGAL SERVICES 10/01-10/31/19	40,487.37
138877	12/04/2019	AMERICAN FORENSIC NURSES LLC	BLOOD DRAWS	715.00
138878	12/04/2019	BILL & DAVE'S LDSC MAINTENANCE	BASIN WORK - REMOVED TREE	13,507.83
138879	12/04/2019	HOME DEPOT CREDIT SERVICES	PARK MAINTENANCE TOOLS	2,008.47
138880	12/04/2019	LEILANI CONSTRUCTION INC.	REPAIRS TO WROUGHT IRON FENCE	33,560.00
138881	12/04/2019	LAURA SOSA	BOOTCAMP 10/22-11/08/19	2,433.70
138882	12/04/2019	THE SOCO GROUP	FUEL CARDS	5,610.07
138883	12/04/2019	WEST COAST ARBORISTS, INC	TREE SERVICES 10/01-10/15/19	23,259.95
138884	12/04/2019	WILLDAN FINANCIAL SERVICES	PROFESSIONAL SERVICES CFD 2001-3 ANNEXATION	5,000.00
138885	12/06/2019	AMAZON CAPITAL SERVICES	GREEN CITY FARM AQUAPOND	7.35
138886	12/06/2019	ANDERSON ELECTRIC	MONUMENT PARK - REMOVE CONCRETE	11,365.00
138887	12/06/2019	BRITNEY SEGEDY	SIERRA COBBLE STONE	89.43
138888	12/06/2019	APPLEONE EMPLOYMENT SERVICES	TEMPORARY STAFF	2,871.00
138889	12/06/2019	APWA	RENEWAL ID# 856240 HERNANDEZ 2019-2020	25.75
138890	12/06/2019	ATWORK FRANCHISE, INC.	TEMPORARY STAFF	829.92
138891	12/06/2019	AUTO ZONE COMMERCIAL	WIPER BLADES AUTO PART	192.82
138892	12/06/2019	AWARDS AND SPECIALTIES	NAME PLATES	130.05
138893	12/06/2019	BARNES CONSTRUCTION, INC.	PAINTING "STOP" LEGENDS AND BARS	11,200.00
138894	12/06/2019	CHARLES BASTYR	IT VIDEO STUDIO	25,784.00
138895	12/06/2019	BIO-TOX LABORATORIES	BLOOD ALCOHOL ANALYSIS 10/2019	5,318.00
138896	12/06/2019	BLADES GROUP, LLC	ROCK ASPHALT, (186 EACH) 50LB	3,348.00
138897	12/06/2019	BLTA MANAGEMENT, LLC	TOY DRIVE EVENT DEC 2019	477.00
138898	12/06/2019	CACEO	MEMBERSHIPE DUES	760.00
138899	12/06/2019	CADY OWENS	KAJUDENBO INSTRUCTOR 10/07-10/26/19	649.60
138900	12/06/2019	CDTFA	NOTICE OF DETERMINATION FEES 7/01-6/30/20	376.76
138901	12/06/2019	CINTAS	PUBLIC WORKS OFFICE SUPPLIES	2,493.55
138902	12/06/2019	CINTAS	SENIOR CENTER JANITORIAL SUPPLIES	280.17
138903	12/06/2019	COLONIAL LIFE & ACCIDENT INSURANCE	NOV 2019 BCN E8760779	93.56
138904	12/06/2019	CORPORATE PAYMENT SYSTEMS	CITY EXPENSES 9/15-9/26/19	383.50
138905	12/06/2019	CORPORATE PAYMENT SYSTEMS	CITY EXPENSES 8/13-9/03	492.77
138906	12/06/2019	CORPORATE PAYMENT SYSTEMS	WINTER SOCIAL MEDIA PROMO/IDY SUPPLIES	651.36
138907	12/06/2019	CORPORATE PAYMENT SYSTEMS	HALLOWEEN DECOR CONTEST/LEAD SESSION	957.17
138908	12/06/2019	CORPORATE PAYMENT SYSTEMS	SVC AWARDS/YAC/BIRTHDAYS/HEALTH PERMITS	1,274.35
138909	12/06/2019	CORPORATE PAYMENT SYSTEMS	HOTEL EXP CALVIP TRAINING/HARVEST FEST CANDY	1,389.42
138910	12/06/2019	CORPORATE PAYMENT SYSTEMS	HALLOWEEN/PHOTBOOTH/OFF SUPPL/GIFTS AWARDS	1,675.54
138911	12/06/2019	CORPORATE PAYMENT SYSTEMS	LEAD MENTORSHIP/SVC AWARDS/OFFICE SUPPLIES	4,334.70
138912	12/06/2019	CORPORATE PAYMENT SYSTEMS	CPRS/FLIGHT EXP/TRAVEL EXP/91 EXPRESS LANE	7,767.57
138913	12/06/2019	DAN'S FEED AND SEED INC.	SCOOP AND RAKES	309.35
138914	12/06/2019	DEPT OF TRANSPORTATION	CALTRANS SIGNALS & LIGHTING JULY-SEPT 2019	2,633.92
138915	12/06/2019	EARTHCHEM INDUSTRIAL SUPPLY, LLC	SUPPLIES PARKS & ANIMAL SHELTER	2,146.38
138916	12/06/2019	EASTERN MUNICIPAL WATER DISTRICT	CANDLESTICK WAY LDSCP 11/07/19	87.13
138917	12/06/2019	EASTERN MUNICIPAL WATER DISTRICT	185 ALABSTER LOOP 11/18/2019	117.12
138918	12/06/2019	EASTERN MUNICIPAL WATER DISTRICT	PLACENTIA/CITRUS/REDLANDS	467.93
138919	12/06/2019	ELECNOR BELCO ELECTRIC, INC.	SENIOR CENTER 11/30/19	2,495.15
138920	12/06/2019	EMPLOYMENT SCREENING SERVICES	EMPLOYMENT SCREENING SERVICE	9.00
138921	12/06/2019	JOSHUA ESTRADA	CDBG CONSTRUCTION TRAINING	85.26
138922	12/06/2019	EWING	IRRIGATION COMPONENTS	84.93
138923	12/06/2019	FEDERAL EXPRESS CORP	11/14-11/19/19	328.65
138924	12/06/2019	FLOWATER, INC.	WATER FILTER MONTHLY RENTAL FINANCE	619.14
138925	12/06/2019	GARDEN TOWER PROJECT, LLC	GROW PERRIS COMMUNITY GARDEN	700.00
138926	12/06/2019	GAVILAN SPRINGS NURSERY	PLANT MATERIAL FOR BLAZINGSTAR DR	334.03
138927	12/06/2019	GENERAL MASTRIX CONSTRUCTION,	ROOF REPAIRS TO GAZEBO AT MONUMENT PARK	1,800.00
138928	12/06/2019	GEYSER EQUIPMENT, LLC	FUEL PUMP;TRANSFORMER, 120V	977.31
138929	12/06/2019	GOLDSTAR ASPHALT PRODUCTS	BAGGED ASPHALT 60LB	226.28
138930	12/06/2019	GREAT PONY PARTIES	CHRISTMAS TREE LIGHTING DEC 2019	450.00
138931	12/06/2019	GREER'S CONTRACTING & CONCRETE, INC	SEWER/WATER CONNECTION: ROTARY PARK	26,000.00
138932	12/06/2019	HANJLAWAY STORAGE CONTAINERS, INC	CONTAINER RENTAL 9/18-10/15/19	82.60
138933	12/06/2019	HERNANDEZ LANDSCAPE CO, INC	BZ60 ENHANCED LANDSCAPED	6,600.00
138934	12/06/2019	HORTICULTURAL PEST MANAGEMENT	OCTOBER 2019 PEST CONTROL	3,926.00
138935	12/06/2019	IMPERIAL SPRINKLER SUPPLY	SUPPLIES FOR PARKS MAINTENANCE	255.33
138936	12/06/2019	INFRAMARK, LLC	OCTOBER NORTH & SOUTH OPERATING FEE	115,627.18
138937	12/06/2019	INLAND AUTO EQUIPMENT	12K POST AUTO LIFT FOR SHOP	5,777.86
138938	12/06/2019	IPT PERRIS DC LLC	MASTER DRAINAGE	340,610.00
138939	12/06/2019	J THAYER COMPANY, INC.	LUNCHROOM & OFFICE SUPPLIES	160.30
138940	12/06/2019	JUAN SOLIS ARTS	PUBLIC ART MURAL	5,600.00
138941	12/06/2019	KH METALS AND SUPPLY	CARBON STEEL ELECTRIC WELD TUBE	210.72
138942	12/06/2019	LANGUAGE NETWORK, INC.	COUNCIL MEETING 11/05/2019	517.50
138943	12/06/2019	LAWN TECH	BACKPACK BLOWER	543.74
138944	12/06/2019	LEAGUE OF CALIFORNIA CITIES	RIVERSIDE COUNTY DIV MEETING	50.00
138945	12/06/2019	LOUIE'S NURSERY	GROW PERRIS COMMUNITY GARDEN	95.76
138946	12/06/2019	LOWES BUSINESS ACCT/SYNCR	PALS COMMUNITY GARDEN	448.59
138947	12/06/2019	MAC TOOLS DISTRIBUTOR	FLOOR JACKS;MECHANICS AUTO TOOLS	1,174.42
138948	12/06/2019	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	77,489.93
138949	12/06/2019	NAPA AUTO PARTS	OIL FILTERS	980.90
138950	12/06/2019	NATIONAL DRIVE	TEAMSTERS DRIVE NOV 2019	12.00
138951	12/06/2019	NATIONWIDE SANTAS	TOY DRIVE EVENT; DEC 2019	1,000.00
138952	12/06/2019	OAK CREEK FARM	GREEN CITY FARM TOWER PLANTS	132.00
138953	12/06/2019	OCHOA'S BACKFLOW SYSTEMS	VERONICA & GLORIOSA; SERVICE CALL	475.00
138954	12/06/2019	OFFICETEAM	TEMPORARY STAFF	3,087.44
138955	12/06/2019	OTIS ELEVATOR COMPANY	BOB GLASS REPLACED THE DOOR LOCK HANDICAP	14,339.76
138956	12/06/2019	PAR WEST TURF SERVICES, INC.	IRRIGATION REPAIR PARTS	121.88
138957	12/06/2019	PINEDA GENERAL CONSTRUCTION	55' LN FT OF 5' CHAINLINK FENCE (DALE ST)	6,865.00
138958	12/06/2019	PREFERRED BENEFIT INSURANCE	DELTA DENTAL/NOV 2019	7,017.83

**CITY OF PERRIS
CHECK REGISTER
December 31, 2019**

CK NUMBER	DATE ISSUED	VENDOR	DESCRIPTION	AMOUNT
138959	12/06/2019	RAMPART SECURITY SOLUTIONS INC.	CAMERAS: ROTARY/DOG PARK	13,148.54
138960	12/06/2019	RIGHTWAY	PORTABLE TOILET AT LIBERTY BASIN	928.65
138961	12/06/2019	RIVERSIDE COUNTY CLERK - RECORDER	SEPTEMBER 2019 RECORDINGS	394.00
138962	12/06/2019	RJM DESIGN GROUP, INC.	COPPER CREEK PARK 9/30/19	12,165.00
138963	12/06/2019	ROBERT'S FINE ART & FRAMING	SERVICE AWARD PICTURE FRAME	1,358.72
138964	12/06/2019	ROSA'S BRIDE & TUX SHOP	CHRISTIAN PRESCHOOL GARDEN	239.20
138965	12/06/2019	ROTARY CLUB OF PERRIS	MEMBERSHIP DUES / ROTARY CLUB	242.50
138966	12/06/2019	ROW TRAFFIC SAFETY, INC	STREET SIGNS AND HARDWARE	9,339.40
138967	12/06/2019	SCE	10/17-11/18/2019	63.86
138968	12/06/2019	SCE	9/26-10/28/2019	20,449.42
138969	12/06/2019	SCE	10/01-11/01/19	55,551.22
138970	12/06/2019	DANIEL SINGLETON	VISION REIMBURSEMENT FY 19-20	394.95
138971	12/06/2019	SOUTHERN CALIFORNIA	DUES ASSESSMENT FOR FY 2019-20	7,877.00
138972	12/06/2019	SPARKLETT'S	SPARKLETT'S WATER	77.31
138973	12/06/2019	THE STANDARD	LIFE/AD&D/LTD NOV 2019	2,057.16
138974	12/06/2019	STATE OF CALIFORNIA	BLOOD ALCOHOL ANALYSIS	175.00
138975	12/06/2019	STATER BROS MARKETS	MEETING SUPPLIES	347.16
138976	12/06/2019	STEVE LEMON AIR CONDITIONING	CESAR E. CHAVEZ LIBRARY COMPRESSOR	1,000.00
138977	12/06/2019	SUNSTATE EQUIPMENT CO	SERVICE CHARGE PAST DUE AMOUNT	82.29
138978	12/06/2019	SWRCB	ANNUAL PERMIT FEE, FACILITY	29,625.00
138979	12/06/2019	THE JUICE PLUS+ COMPANY, LLC	AEROPONIC GARD TOWER	1,703.05
138980	12/06/2019	ROBERT TREJO	VISION REIMB FY 19-20	537.97
138981	12/06/2019	U. S. POSTAL SERVICE	REPLENISH POSTAGE PERMIT 134	4,000.00
138982	12/06/2019	U.S. BANK	FISCAL AGENT FEES 10/01/2019	605.00
138983	12/06/2019	UNIFIRST CORPORATION	CITY COUNCIL CHAMBERS MATS	1,077.87
138984	12/06/2019	THE UNITED STATES	USCM MEMBERSHIP FY 2020	5,269.00
138985	12/06/2019	UNITED WAY OF THE INLAND VALLEY	PAYROLL DEDUCTION NOV 2019	66.00
138986	12/06/2019	VERIZON WIRELESS	10/11-11/10 SHERIFFS	112.40
138987	12/06/2019	VISION GLASS AND TINT	TINT WINDOWS FOR NEW TRUCK	50.00
138988	12/06/2019	WALTERS WHOLESALE ELECTRIC CO	WEATHER PROOF COVER	2,088.24
138989	12/06/2019	WEBSOL	POSTERS	204.80
138990	12/06/2019	WESTERN EXTERMINATOR COMPANY	PEST CONTROL SERVICES	3,124.47
138991	12/06/2019	WESTERN RIVERSIDE COUNTY MSHCP	MSHCP FEES COLLECTED OCTOBER 2019	23,655.48
138992	12/06/2019	WESTERN RIVERSIDE COUNCIL OF GOV'T	TUMF FEES COLLECTED OCTOBER '19	176,567.00
138993	12/06/2019	WINZER CORPORATION	ULTRABOND DISPENSER GUN	414.08
138994	12/06/2019	XEROX FINANCIAL SERVICES	CONTRACT 001 10/30-11/29/19	7,665.70
138995	12/09/2019	EASTERN MUNICIPAL WATER DISTRICT	GOETZ Phase II- RECYCLED WATER	3,000.00
138996	12/09/2019	EASTERN MUNICIPAL WATER DISTRICT	GOETZ PARK Phase II INSPCTN DEPOSIT (RECYCLED WATER)	3,700.00
138997	12/09/2019	RIVERSIDE COUNTY CLERK	MORGAN PARK PHASE II	50.00
138998	12/12/2019	CREATIVE PRINTING	CITY OF PERRIS BUSINESS CARDS	2,516.50
138999	12/12/2019	STACIE DAIN	EDUCATION REIMBURSEMENT	530.00
139000	12/12/2019	DENNIS GRUBB & ASSOCIATES	DENIS GRUBB & ASSOCIATES PLAN CHECK	8,925.00
139001	12/12/2019	FLOWATER, INC.	PLANNING DEPT	154.78
139002	12/12/2019	HOME DEPOT CREDIT SERVICES	CHAMBER OF COMMERCE & CODE ENFORCEMENT	1,282.15
139003	12/12/2019	INTERWEST CONSULTING GROUP, INC.	COBG SIDEWALK	282,909.25
139004	12/12/2019	LA GARE CAFE	TOY DRIVE	1,197.89
139005	12/12/2019	HECTOR LEDESMA	BOOTS REIMBURSEMENT HECTOR LEDESMA	250.00
139006	12/12/2019	LEILANI CONSTRUCTION INC.	SIDEWALK & WATER METER LEAK 2074 ALFALFADALE AVE	4,100.00
139007	12/12/2019	PACIFIC CODE COMPLIANCE	TEMP STAFFING	1,700.00
139008	12/12/2019	GG PUB INC.	PUBLICATION- ORDINANCE #1385	66.94
139009	12/12/2019	LAURA SOSA	FITNESS INSTRUCTOR	984.80
139010	12/12/2019	WILL DAN FINANCIAL SERVICES	LANDSCAPE & LIGHTING MAINTENANCE	48,750.00
139011	12/12/2019	ACCELA, INC	11/30-4/01/2020 SOFTWARE	2,618.55
139012	12/12/2019	ACTION SURVEYS	SKILLS CENTER: SURVEYING/MAPPING SERVICES	269,330.00
139013	12/12/2019	ALBERT A. WEBB ASSOCIATES	PERRIS VALLEY STORM DRAIN	3,282.60
139014	12/12/2019	AMAZON CAPITAL SERVICES	CANDY CANES	487.73
139015	12/12/2019	ANDERSON ELECTRIC	LIGHTS AT FRANK EATON PARK	1,323.00
139016	12/12/2019	ANGELA'S GLASS & MIRROR	CITY HALL WINDOW INSTALLATION	211.20
139017	12/12/2019	ANIMAL EMERGENCY CLINIC, INC	FELINE EXAM ANIMAL EMERGENCY	70.00
139018	12/12/2019	APPLEONE EMPLOYMENT SERVICES	TEMPORARY STAFF	4,556.25
139019	12/12/2019	ATWORK FRANCHISE, INC.	TEMPORARY STAFF	906.36
139020	12/12/2019	AUTO ZONE COMMERCIAL	BLACK SPRAY PAINT FOR PARKS	1,683.69
139021	12/12/2019	BLTA MANAGEMENT, LLC	TOY DRIVE EVENT: 12/13/19	159.00
139022	12/12/2019	BOY SCOUTS OF AMERICA	REGISTRATION FOR MAYOR VARGAS	75.00
139023	12/12/2019	BTOD.COM	IT SUPPLIES	1,453.42
139024	12/12/2019	CADENCE ENVIRONMENTAL CONSULTANTS	DPR 18-00011 DUKE PERRY & BARRETT	2,400.00
139025	12/12/2019	CALIFORNIA NEWSPAPERS PARTNERSHIP	ADVERTISEMENT- 10TH ST HOUSE	448.80
139026	12/12/2019	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	21.23
139027	12/12/2019	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	200.00
139028	12/12/2019	CAMPOS MATERIALS	LANDSCAPE SUPPLIES PERRIS GARDEN	4,544.74
139029	12/12/2019	CORPORATE PAYMENT SYSTEMS	LA GARE LUNCH EXPENSE	58.82
139030	12/12/2019	CR&R	CR&R SOLID WASTE NOV 2019	85,378.66
139031	12/12/2019	CWEA RENEWAL	CWEA CERTIFICATION	94.00
139032	12/12/2019	DEGUIRE WEED ABATEMENT	WEED ABATEMENT	6,991.46
139033	12/12/2019	DELL MARKETING LP	DELL P10	2,721.98
139034	12/12/2019	COUNTY OF RIVERSIDE	VECTOR CONTROL 7/01-9/30/2019	8,037.01
139035	12/12/2019	CRYSTAL DRIEVER	CPRS AWARD APPLICATION	70.00
139036	12/12/2019	EASTERN MUNICIPAL WATER DISTRICT	10/29-11/19/2019	75,144.22
139037	12/12/2019	EASTERN MUNICIPAL WATER DISTRICT	10/22-11/27/19	108,052.12
139038	12/12/2019	FIRST SECURITY FINANCE, INC.	PERRIS-CA-07-01 DEC 2019- JAN 2020	2,563.82
139039	12/12/2019	FRONTIER	11/12-12/11/19	817.57
139040	12/12/2019	GAILEY ASSOCIATES, INC.	INVESTIGATING SERVICES	6,060.05
139041	12/12/2019	ARTURO GARCIA	REIMBURSEMENT: WORK BOOTS	103.19
139042	12/12/2019	HILLCREST CONTRACTING, INC.	NUOVO RD WIDENING	115,442.16

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139043	12/12/2019	HONEYWELL GLOBAL FINANCE	OCTOBER 2019	12,508.36
139044	12/12/2019	JOLLY JUMPS	CHRISTMAS TREE LIGHTING	3,195.00
139045	12/12/2019	LAWN TECH	REPAIRS TO FIELD EQUIPMENT PW	1,324.44
139046	12/12/2019	CARLA LOPEZ	MILEAGE REIMB 9/12-11/06/19	73.25
139047	12/12/2019	LOR GEOTECHNICAL GROUP INC	PERRIS AREA ENHANCEMENT	3,395.15
139048	12/12/2019	LOVE 4 LIFE ASSOCIATION	OCT. 2019 CDBG SERVICES	805.44
139049	12/12/2019	LYONS SECURITY SERVICE INC.	EVENING VEHICLE PATROL SERVICE	17,969.50
139050	12/12/2019	MICHELE OGAWA	CENSUS EVENT RAFFLE	25.00
139051	12/12/2019	P&P UNIFORMS RIV	CODE ENFORCEMENT UNIFORMS	3,447.96
139052	12/12/2019	PAR WEST TURF SERVICES, INC.	EQUIPMENT/PARTS FOR IRRIGATION	414.46
139053	12/12/2019	PVH & MA	PERRIS VALLEY HISTORICAL TROLLEY CHRISTMAS	2,500.00
139054	12/12/2019	PITNEY BOWES INC	CONNECTRIGHT MAILER 9/20-12/19/19	838.77
139055	12/12/2019	QUIROZ TACOS	COOPER CREEK PARK TACO STAND	600.00
139056	12/12/2019	REGENCY-PACIFIC DEVELOPMENT CORPORATION	CDBG FUNDED BILLARD ROOM REMODEL	5,828.24
139057	12/12/2019	RELIANCE FOUNDRY CO. LTD	BOLLARDS FOR STREETS AND PARKS	2,342.25
139058	12/12/2019	RIVERSIDE COUNTY SHERIFF'S DEPT	LAW ENF 9/12-10/09/19	1,297,674.67
139059	12/12/2019	ROSA'S BRIDE & TUX SHOP	VAL VERDE ELEMEN SCHOOL	1,217.57
139060	12/12/2019	SCE	PERRIS BLVD 4246, 4248, 4250, 4252 ELECTRICITY	283.21
139061	12/12/2019	SCE	10/25-11/25/2019	883.96
139062	12/12/2019	SCE	10/28-11/26/2019	4,910.26
139063	12/12/2019	SKILLPATH SEMINARS	SKILL PATH TRAINING	4,800.00
139064	12/12/2019	SPARKLETTS	WATER DEVELOPMENT SERVICES	163.13
139065	12/12/2019	SUNSTATE EQUIPMENT CO	BARRICADE-ARROW BOARD TOWABLE SOLAR	1,070.78
139066	12/12/2019	SUPERION, LLC	PENTAMATION 12/01-12/31/19	3,806.42
139067	12/12/2019	SYNTECH	BASE SUPPORT/REMOTE NOV 2019	1,974.00
139068	12/12/2019	TERRYBERRY	AWARD GIFT	2,508.62
139069	12/12/2019	SPECTRUM BUSINESS	1015 S G ST 11/11-12/10/19	3,898.18
139070	12/12/2019	COUNTY OF RIVERSIDE	S/LF COSTS AUG 2019	13,876.86
139071	12/12/2019	TRAUMA INTERVENTION PROGRAMS	ANNUAL SERVICES 19-20 SHRRF/FIRE/PARAMEDICS	9,100.00
139072	12/12/2019	VERIZON WIRELESS	ACCT 870873139-00001 10/14-11/13/19	2,553.23
139073	12/12/2019	VERIZON WIRELESS	ACCT 870873139-00005 OCT 14- NOV 13, 2019	6,992.35
139074	12/12/2019	VISTA PAINT CORPORATION	SUPPLIES FOR GRAFFITI ABATEMENT	141.73
139075	12/12/2019	VISUAL EDGE, INC.	CITY OF PERRIS MONTHLY XEROX SUPPLIES	4,248.64
139076	12/16/2019	COMCATE	COMCATE SOFTWARE, INC.	7,155.08
139077	12/16/2019	GM GABRYCH FAMILY LP	APN 303-150-012	20,000.00
139078	12/18/2019	ALESHIRE & WYNDER, LLP	NOVEMBER 2019 11/01-11/14/19	20,350.20
139079	12/18/2019	IGNACIO ALVAREZ	AUTO PARTS	165.00
139080	12/18/2019	BILL & DAVE'S LDSC MAINTENANCE	LANDSCAPE MAINTENANCE 10/01-10/31/2019	71,530.21
139081	12/18/2019	CREATIVE PRINTING	CHRISTIAN PRE-SCHOOL GARDEN	113.68
139082	12/18/2019	DENNIS GRUBB & ASSOCIATES	OPR18-00010 NORTH OF MAPES	200.00
139083	12/18/2019	HOME DEPOT CREDIT SERVICES	TOOLS FOR PARKS	3,953.38
139084	12/18/2019	INTERWEST CONSULTING GROUP, INC	NAVAJO RD/ WILSON AVE 7TH ST SIGNING	2,234.78
139085	12/18/2019	CRYSTAL KELLER	TRAINING EXPENSE REIMBURSEMENT	635.86
139086	12/18/2019	LA GARE CAFE	PAWS DOG PARK OPENING	818.90
139087	12/18/2019	LEILANI CONSTRUCTION INC.	RAMONA EXPRESSWAY REMOVED GUARDRAILS	3,000.00
139088	12/18/2019	GG PUB INC.	NOTICE OF BIDS GOETZZ PARK	245.44
139089	12/18/2019	RK ENGINEERING GROUP INC	DPR18-05301 PROPERTY	5,300.00
139090	12/19/2019	NIELSEN MERKSAMER PARRINELLO	LOBBYIST PROF SVCS	15,000.00
139091	12/19/2019	AIR & HOSE SOURCE, INC.	PW HYDRAULIC FITTINGS	162.24
139092	12/19/2019	AMAZON CAPITAL SERVICES	COOPER CREEK OUTREACH	295.37
139093	12/19/2019	ANDERSON ELECTRIC	FOSS FIELD PARK SUPPLIES	12,946.00
139094	12/19/2019	COUNTY OF RIVERSIDE	SHELTERING SERVICES	11,337.08
139095	12/19/2019	APPLEONE EMPLOYMENT SERVICES	TEMPORARY STAFF	2,404.69
139096	12/19/2019	APWA	APWA RENEWAL BALANCE	50.00
139097	12/19/2019	AUTO ZONE COMMERCIAL	AUTO PARTS	40.47
139098	12/19/2019	BAY ALARM COMPANY	400 S. D, 100 N. D, 227 N. D ALARMS	15,224.81
139099	12/19/2019	BDL ALARMS, INC.	PERRIS SENIOR CTR MONTHLY FIRE ALARM	70.00
139100	12/19/2019	BMW MOTORCYCLES OF RIVERSIDE	REPAIRED SHERIFFS MOTOR	4,982.17
139101	12/19/2019	CALIFORNIA STATE DISBURSEMENT	WAGE GARNISHMENT	221.23
139102	12/19/2019	ABRAHAM CAMPOS	BOOTS REIMB. CAMPOS ABRAHAM	108.73
139103	12/19/2019	CERVANTES, ARTURO	REFRIGERATOR	536.27
139104	12/19/2019	CINTAS	STORAGE FIRST AID KIT SUPPLIES	1,640.65
139105	12/19/2019	CM WASH INC.	PRESSURE WASH EQUIPMENT PW	7,361.73
139106	12/19/2019	COLD STAR	SNOW DAY EVENT	5,437.07
139107	12/19/2019	ARMANDO CORDOVA	EVENT PHOTO BOOTH	500.00
139108	12/19/2019	CORPORATE PAYMENT SYSTEMS	MEETING SUPPLIES	24.56
139109	12/19/2019	CPRS	CPRS CONFERENCE	1,645.00
139110	12/19/2019	DAN'S FEED AND SEED INC.	PARK FACILITY MAINTENANCE	29.57
139111	12/19/2019	DELL MARKETING LP	FURNITURE & COMPUTER	3,067.39
139112	12/19/2019	COUNTY OF RIVERSIDE	SNACK BAR PERMIT METZ PARK	345.00
139113	12/19/2019	DEPT OF TRANSPORTATION	PROJECT TLC PB-1304 CALTRANS	24,575.08
139114	12/19/2019	EASTERN MUNICIPAL WATER DISTRICT	EMWD- SEWER COLLECTIONS NOV 19	157,411.78
139115	12/19/2019	FAIR HOUSING COUNCIL OF RIV. C	FAIR HOUSING SERVICES NOV. 2019	1,336.39
139116	12/19/2019	FAMILY SERVICE ASSOC	CDBG SERVICES OCT 2019	1,924.57
139117	12/19/2019	GREG GARAY	BOOTS REIMBURSEMENT	141.36
139118	12/19/2019	GARCIA'S GARAGE	WHEEL ALIGNMENT	80.00
139119	12/19/2019	GORM, INC	PW RESTROOM SUPPLIES	319.27
139120	12/19/2019	HERNANDEZ LANDSCAPE CO, INC	WEED ABATEMENT	6,400.00
139122	12/19/2019	IMPERIAL SPRINKLER SUPPLY	STOCK SUPPLIES FOR PARKS	105.50
139123	12/19/2019	IMPERIAL SPRINKLER SUPPLY	STOCK SUPPLIS FOR PARKS	362.36
139124	12/19/2019	IRON MOUNTAIN	STORAGE DS	253.32
139125	12/19/2019	J THAYER COMPANY, INC.	AA BATTERIES	266.46
139126	12/19/2019	Johnson Aviation	ALUC FLUNG FEE MORGAN PARK	2,379.72
139127	12/19/2019	KIMBERLY KIRNER	CALVIP NOV. 2019	1,875.00

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139128	12/19/2019	LANGUAGE NETWORK, INC.	COUNCIL MEETING INTERPRETATION 11/12/19	300.00
139129	12/19/2019	CAMEL FINANCIAL, INC	TUTORING SERVICES	1,440.00
139130	12/19/2019	LEAGUE OF CALIFORNIA CITIES	CM & MAYOR RCDM MEETING	60.00
139131	12/19/2019	CYNTHIA LEMUS	VISION REIMBURSEMENT	99.98
139132	12/19/2019	CRYSTAL LOPEZ	SPECIAL DEPARTMENT EXPENSES	84.64
139133	12/19/2019	LOR GEOTECHNICAL GROUP INC	CDBG PEDESTRIAN IMPROVEMENTS	250.80
139134	12/19/2019	MICHAEL LUCAS	BOOTS REIMBURSEMENT	135.73
139135	12/19/2019	MANPOWER TEMP SERVICES, INC	SECURITY GUARD WK 11/25/19	1,838.75
139136	12/19/2019	GIOVANNI MARTINEZ	MILEAGE REIBURSEMENT	6.61
139137	12/19/2019	MILLSTEN ENTERPRISES, INC.	DOG PARK OFF LEASH CIP F-048	6,792.50
139138	12/19/2019	MSA SYSTEMS, INC.	SHERIFF'S OFFICE SUPPLIES	673.39
139139	12/19/2019	NAPA AUTO PARTS	OIL & AIR FILTERS	46.15
139140	12/19/2019	PERRIS VALLEY CHAMBER OF COMME	PERK UP 10/23/2019	20.00
139141	12/19/2019	PREMIERE GLOBAL SERVICES	TELEPHONE SERVICES 09/01-9/30; 10/01-10/31/20	66.77
139142	12/19/2019	DAVID STARR RABB	TRAVEL REIMBURSEMENT	170.52
139143	12/19/2019	ERNEST REYNA	VISION REIMBURSEMENT	598.05
139144	12/19/2019	RIVERSIDE COUNTY SHERIFF'S OFFICE	EXTRA SHERIFF'S DUTY COUNCIL MEETING	10,405.90
139145	12/19/2019	ROW TRAFFIC SAFETY, INC	STREET NAME SIGN CASE RD	96.98
139146	12/19/2019	SEMPER SOLARIS INC	PERMIT REIMBURSEMENT 19-02361	63.75
139147	12/19/2019	SPARKLETT'S	SPARKLETT'S WATER ADMIN DEPT	85.13
139148	12/19/2019	STANLEY CONVERGENT SECURITY, INC	COUNCIL CHAMBER INTRUSION ALARM SYSTEM	348.63
139149	12/19/2019	STATER BROS MARKETS	SENOIR SPECIAL EVENT	77.19
139150	12/19/2019	SUPERION, LLC	MAINTENANCE PENTAMATION 1/1-1/31/2020	3,806.42
139151	12/19/2019	TEAMSTERS LOCAL 911	DECEMBERS TEAMSTERS	3,388.00
139152	12/19/2019	TRANSPORT GRAPHICS	DECALS FOR NEW TRUCKS	130.11
139153	12/19/2019	ROBERT TREJO	CODE ENFORCEMENT COUNCIL 2019 ANNUAL FEE	454.13
139154	12/19/2019	UNITED RENTALS (NORTH AMERICA) INC.	EQUIPMENT RENTAL	809.59
139155	12/19/2019	WALTERS WHOLESALE ELECTRIC CO	SUPPLIES PW	68.55
139156	12/19/2019	WESTERN RIVERSIDE COUNTY MSHCP	MSHCP COLLECTED NOVEMBER 2019	70,985.52
139157	12/19/2019	WESTERN RIVERSIDE COUNCIL OF G	TUMF FEES NOVEMBER 2019	292,672.00
139158	12/19/2019	XEROX FINANCIAL SERVICES	PRINTER LEASE	664.53
139159	12/23/2019	SOUTHERN CALIFORNIA RAILWAY MUSEUM, INC.	SETTLEMENT-APN 330-080-022 GOETZ RD	15,775.00
139160	12/26/2019	ADVANCE REFRIGERATION & ICE SY	SENIOR CENTER; ICE MACHINE	644.38
139161	12/26/2019	IGNACIO ALVAREZ	ASE CERTIFICATION TEST PREP	187.98
139162	12/26/2019	AMERICAN FORENSIC NURSES LLC	BLOOD DRAWS	720.00
139163	12/26/2019	AVANT GARDE, INC	SB 2 PLANNING GRANT	1,490.00
139164	12/26/2019	CREATIVE PRINTING	BUSINESS LICENSE ENVELOPES	729.15
139165	12/26/2019	HOME DEPOT CREDIT SERVICES	PW MAINTENANCE SUPPLIES	3,211.22
139166	12/26/2019	INTERWEST CONSULTING GROUP, INC.	PM 3/304, DPR 17-00002 DUKE PERRY	194,723.50
139167	12/26/2019	LA GARE CAFE	CATERING SVCS 12/17/19	242.43
139168	12/26/2019	HECTOR LEDESMA	MILEAGE REIMBURSEMENT	353.16
139169	12/26/2019	LEILANI CONSTRUCTION INC.	PAINTED IRON FENCE MONUMENT PARK	25,850.00
139170	12/26/2019	LYONS SECURITY SERVICE INC.	EVENING VEHICLE PATROL SERVICE	13,879.26
139171	12/26/2019	GG PUB INC.	GG PUBLICATION- NOTICE OF INTENT	481.95
139172	12/26/2019	THE SOCO GROUP	FUEL CARDS	10,040.09
139173	12/26/2019	WATER EDUCATION SERVICES, INC	BACKFLOW PROGRAM FOR ENTERPRISE	4,000.00
139174	12/27/2019	4IMPRINT, INC.	HIKE SUPPLIES	1,606.08
139175	12/27/2019	AIR & HOSE SOURCE, INC.	HYDRAULIC HOSE AND CLAMP	69.26
139176	12/27/2019	AMAZON CAPITAL SERVICES	PERRIS GREEN CITY FARM	2,230.88
139177	12/27/2019	ANDERSON ELECTRIC	WATER & FOREST GROVE	7,881.00
139178	12/27/2019	APPLEONE EMPLOYMENT SERVICES	TEMPORARY STAFF	396.00
139179	12/27/2019	ATWORK FRANCHISE, INC.	TEMPORARY STAFF	1,577.94
139180	12/27/2019	BARRY KAY ENTERPRISES, INC	YOUTH SPORTS SUPPLIES	6,663.12
139181	12/27/2019	BEHAVIORL ANALYSIS TRAINING, INC.	P. PIKE: 2/10/20 - 2/14/2020	481.00
139182	12/27/2019	DEREK BROWN	HIP HOP INSTRUCTOR 11/14-11/21/19	755.67
139183	12/27/2019	BUSINESS ORIENTED SOFTWARE SOLUTIONS, INC.	BOSS DESK SOFTWARE	6,095.00
139184	12/27/2019	ARTURO CERVANTES	IT DEPARTMENT BONDING LUNCH	287.08
139185	12/27/2019	CINTAS	CODE ENFORCEMENT / COMMUNITY SVCS	654.15
139186	12/27/2019	CINTAS	HARLEY KNOX & CITY YARD FIRST AID	475.47
139187	12/27/2019	CITI CARDS	CPRS AWARD ENTRY FEE	170.00
139188	12/27/2019	COAST RECREATION INC	REPLACEMENT SLIDE FOR NUEVO	1,614.13
139189	12/27/2019	COMMUNITY WORKS DESIGN GROUP	GOETZ PARK PHASE II	743.43
139190	12/27/2019	CORPORATE PAYMENT SYSTEMS	CITY MANAGER BUSINESS MEALS/FUEL 10/11-11/07/19	1,107.71
139191	12/27/2019	DAN'S FEED AND SEED INC	CAT FOOD & LITTER	171.76
139192	12/27/2019	DELL MARKETING LP	OFFICE PC FOR YAVONNE SIMES	1,034.40
139193	12/27/2019	DIVERSIFIED DISTRIBUTION	AUTO SUPPLIES	668.37
139194	12/27/2019	DUNN-EDWARDS CORPORATION	SEMI-SOLID WB NEUTRAL, CA CARD	139.12
139195	12/27/2019	EARTHCHEM INDUSTRIAL SUPPLY, LLC	DSCALING WIPES, BUNGEE CORDS	2,715.43
139196	12/27/2019	EASTERN MUNICIPAL WATER DISTRICT	ACCT 165117-02 12/09/19 FINAL NOTICE	92.97
139197	12/27/2019	EASTERN MUNICIPAL WATER DISTRICT	10/22-11/27/2019	4,061.34
139198	12/27/2019	ELITE ROAD SERVICES & TIRE, IN	(13) TIRES	3,225.53
139199	12/27/2019	EWING	ROTARY PARK	1,179.80
139200	12/27/2019	FEDERAL EXPRESS CORP	NPDES	35.04
139201	12/27/2019	FIRST SECURITY FINANCE, INC.	PERRIS-CA-07-1 11/01-12/01/19	2,563.82
139202	12/27/2019	FRONTIER	NORTH PERRIS WATER 11/19-12/18/19	68.74
139203	12/27/2019	GALLARDOS TRANSMISSION	SMOG INSPECTION	144.00
139204	12/27/2019	THE GAS COMPANY	10/24-11/25/2019	1,105.88
139205	12/27/2019	GAVILAN SPRINGS NURSERY	COMMUNITY GARDEN SUPPLIES	103.44
139206	12/27/2019	GENERAL DYNAMICS ORDINANCE	J ZAVORKA- MARCH 2-4, 2020	620.00
139207	12/27/2019	GORM, INC.	SUPPLIES FOR PARKS MAINTENANCE	1,002.88
139208	12/27/2019	GRAINGER	REPLACE SINK PARK	289.72
139209	12/27/2019	GRANICUS, INC.	WEBSITE DESIGN AND IMPLEMENTATION TRAILBLAZER	11,980.00
139210	12/27/2019	GUARANTEED JANITORIAL SERVICE,	JANITORIAL SERVICES FOR CARPET/FLOOR	12,228.00
139211	12/27/2019	HAULAWAY STORAGE CONTAINERS, INC	251 W. METZ RD; 20FT CONTAINER	166.34

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139212	12/27/2019	HERNANDEZ LANDSCAPE CO, INC	WEED ABATEMENT	18,300.00
139213	12/27/2019	HIRSCH & ASSOCIATES INC	ARCHITECTURAL SERVICES	22,175.00
139214	12/27/2019	HORTICULTURAL PEST MANAGEMENT	NOV.2019 PEST CONTROL	1,443.00
139215	12/27/2019	IMPERIAL SPRINKLER SUPPLY	IRRIGATION REPAIR PARTS	1,081.44
139216	12/27/2019	INFRAMARK, LLC	NOVEMBER 2019 OPERATIONAL COST	89,826.70
139217	12/27/2019	INLAND AUTO EQUIPMENT	AIR COMPRESSION FOR THE SHOP	2,827.11
139218	12/27/2019	INLAND DESERT SECURITY & COMM	ANIMAL CONTROL; ANSWERING SVC 1/01-1/31/20	852.92
139219	12/27/2019	INLAND LIGHTING SUPPLIES	LED FLOOD LIGHTS FOR MORGAN ST	678.83
139220	12/27/2019	INLAND ROAD SERVICE & TIRE	(4) TIRES, 10-PLY	1,041.36
139221	12/27/2019	J THAYER COMPANY, INC.	OFFICE SUPPLIES	404.88
139222	12/27/2019	J&R CONCRETE PRODUCTS, INC.	MONUMENT PARK CONCRETE PULLBOX	37.87
139223	12/27/2019	JIM ROGERS' LOCK & KEY	DUPLICATE KEYS FOR LIBERTY PARK	337.79
139224	12/27/2019	JOHNSON EQUIPMENT CO.	INSTALLED LIGHT ON RAV4	1,415.65
139225	12/27/2019	JOLLY JUMPS	BREAKFAST W/ SANTA EVENT	2,295.00
139226	12/27/2019	JUSTIFIED LANDSCAPING	GARDEN FOR VETERANS	9,762.50
139227	12/27/2019	MARIA KELLY	YOGA IN THE GARDEN	150.00
139228	12/27/2019	KIMBALL MIDWEST	TOOLS FOR STREETS & FLEET USE	1,483.40
139229	12/27/2019	KOFF & ASSOCIATES, INC	CLASS STUDY PROFESSIONAL SERVICES	560.00
139230	12/27/2019	LAWLER'S TRIPLE L TOWING	VIN3066 11/05/2019	1,574.00
139231	12/27/2019	MOORE FENCE COMPANY	REPAIR PARTS FOR FENCE	214.90
139232	12/27/2019	MR. G'S PLUMBING	PLUMBING REPAIR AT FRANK EATON	425.00
139233	12/27/2019	NAPA AUTO PARTS	BATTERY CABLE, BATTERY LUGS	175.95
139234	12/27/2019	OFFICETEAM	TEMPORARY STAFF	1,689.09
139235	12/27/2019	OMEGA INDUSTRIAL SUPPLY, INC.	SUPPLIES	1,556.02
139236	12/27/2019	ARCENIO RAMIREZ	REIMBURSEMENT OFFICE SUPPLIES	285.62
139237	12/27/2019	REGENCY-PACIFIC DEVELOPMENT CORPORATION	RETENTION RELEASE IT DEPT.	48,643.81
139238	12/27/2019	RIGHTWAY	FINANCE CHARGE, PORTABLE RESTROOM	495.17
139239	12/27/2019	RINCON CONSULTANTS, INC	BLANKET PO CEQA MORGAN PARK	27,172.35
139240	12/27/2019	RIVERSIDE COUNTY SHERIFF'S DEP	FLEET MONTHLY BILLING OCTOBER 2019	643.69
139241	12/27/2019	RJM DESIGN GROUP, INC.	ARCHITECTURAL SERVICES	1,391.00
139242	12/27/2019	ROYAL FLUSH PUMPING	CHAMBER OF COMMERCE LIFT STATION	250.00
139243	12/27/2019	SCE	11/12-12/12/2019	301.11
139244	12/27/2019	SCE	11/06-12/09/2019	6,031.47
139245	12/27/2019	SPARKLETTES	BOTTLED WATER, SPARKLETTES	151.01
139246	12/27/2019	STATER BROS MARKETS	MEETING SUPPLIES	125.72
139247	12/27/2019	STEVE LEMON AIR CONDITIONING	FIRE STATION INSTALLED 6 TON ECONOMIZER	5,859.00
139248	12/27/2019	SUNSTATE EQUIPMENT CO	SERVICE CHARGE FOR PAST DUE	608.92
139249	12/27/2019	SWRCB	WATER SYSTEM ANNUAL FEE	5,659.20
139250	12/27/2019	THE THOMSEN COMPANY, INC.	GOETZ RD P8-1330	6,160.00
139251	12/27/2019	SPECTRUM BUSINESS	1015 S G ST 12/11-1/10/20	106.72
139252	12/27/2019	COUNTY OF RIVERSIDE	TS 103 WESTER AVE & MARKHAM ST	45,361.62
139253	12/27/2019	UNIFIRST CORPORATION	MATS AND UNIFORMS	803.11
139254	12/27/2019	VISION GLASS AND TINT	REPLACED WINDSHIELD FOR TRUCK	165.99
139255	12/27/2019	VISION GLASS AND TINT	REPLACED BROKEN WINDSHIELD	322.98
139256	12/27/2019	VISTA PAINT CORPORATION	GRAFFITI ABATEMENT SUPPLIES	35.76
139257	12/27/2019	WALTERS WHOLESALE ELECTRIC CO	D STREET; MEDIUM TREE LIGHTS	544.07
139258	12/27/2019	XEROX FINANCIAL SERVICES	CONTRACT 002 S/N 3UA290965	424.47
139259	12/31/2019	CORPORATE PAYMENT SYSTEMS	BUSINESS MEALS/ADOBE 10/21-11/08/19	508.09
TOTAL REGISTER				\$ 5,182,922.46



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: February 11, 2020

SUBJECT: Consideration to allocate \$22,300.00 to the Perris Valley Chamber of Commerce for the 2020 State of the City.

REQUESTED ACTION: **Consideration to Approve and Allocate \$22,300.00** to the Perris Valley Chamber of Commerce for the 2020 State of the City.

CONTACT: Clara Miramontes, Assistant City Manager

BACKGROUND/DISCUSSION:

The Perris Valley Chamber of Commerce (PVCC) provided an update on the planning for the upcoming 2020 State of the City event at the Economic Development Ad Hoc Committee meeting on January 9, 2020. Along with the update of the event, PVCC presented their estimated budget, totaling \$32,300. The City has already completed payment of an approved \$10,000 sponsorship, and PVCC is requesting additional City support in the amount of \$22,300. The Economic Development Ad Hoc Committee directed staff to bring the update and request to the City Council for discussion and consideration.

The State of the City will take place on Thursday, April 30, 2020, 7:30-9:30AM, at the Lake Perris Sports Pavilion. The event will showcase the assets and amenities here in the City of Perris, including notable businesses, nonprofit organizations, schools/students, and recreational venues.

BUDGET (or FISCAL) IMPACT: Funds in the amount of \$22,300.00 will be covered from the City's General Fund 2019-2020.

Prepared by: Michele Ogawa, Interim Manager of Economic Development and Housing

REVIEWED BY:

City Attorney _____
Assistant City Manager Car
Finance Director _____

Attachments: Estimated Budget

Consent:
Public Hearing:
Business Item: February 11, 2020
Presentation:
Other:

Attachment 1

**2020 STATE OF THE CITY ADDRESS
PERRIS VALLEY CHAMBER OF COMMERCE
ESTIMATED BUDGET**

Item	Description	Amount
Venue	Lake Perris Sports Pavilion (In-Kind Sponsorship)	\$ (5,000.00)
Catering	\$26/person for 300 attendees	7,800.00
Sound/Tech/Stage	Harbour Productions	12,000.00
	Teen Vision (Live Broadcast): \$500	
Printing	Programs: \$5.75 * 300 (Val Verde High School)	2,000.00
	Sponsorship Ads: \$9.00 * 30 (Creative Printing)	
Marketing	Giveaways: \$6.00 * 300	2,500.00
	Advertisement (Social Media/Events): \$700	
Videos	Heritage High School Video Production: \$500	3,000.00
	Rancho Verde High School Video Production: \$500	
	Video Production Team: \$1,000 * 2	
Entertainment	Jaxi & The Sea Is Mine: \$500 * 2	2,000.00
	Heritage High School Band: \$500 donation	
	Rancho Verde High School Band: \$500 donation	
Music Director/Composer	Music Director for Heritage High School	3,000.00
	TOTAL	\$ 32,300.00
	City Sponsorship (Paid)	(10,000.00)
	Balance	<u>\$ 22,300.00</u>