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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, November 12, 2019**

**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:**

Pastor Javier Muñoz  
Gospel Temple  
251 North Perris Blvd.  
Perris, CA 92570

**4. PLEDGE OF ALLEGIANCE:**

Councilmember Corona will lead the Pledge of Allegiance.

**5. REPORT ON CLOSED SESSION ITEMS:**

**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 Meeting held on October 29, 2019 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 1385 for Community Facilities District Number 2007-2, Annexation No. 1, authorizing the levy of taxes and waive further reading.

The Second Reading of Proposed Ordinance Number 1385 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2007-2 (PACIFIC HERITAGE) OF THE CITY OF PERRIS AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN THE AREA OF ANNEXATION NO. 1 TO SAID DISTRICT

- B. Consideration to approve a Freeway Maintenance Agreement with California Department of Transportation for I-215 within jurisdictional limits of the City of Perris.
- C. Consideration to approve a Contract Services Agreement with LSA Associates for Environmental Engineering Services associated with the Placentia Avenue widening project.
- D. Consideration to approve the Installation of an Interim Multi-Way Stop at the Intersection of Goetz Road and Mapes Road.
- E. Consideration to award a contract with Conserve LandCare for landscape construction services for the Perris Boulevard Median and Parkway Landscape Improvements project.
- F. Consideration to approve a Public Works Construction Contract with Mormar Development, Inc. for the Construction of a New Home with Attached Garage on East 10<sup>th</sup> Street.
- G. Consideration to approve a Settlement Agreement with Southern California Railway Museum, Inc. for the Acquisition of a Fee Simple Interest for the Widening of Goetz Road. (APN# 330-080-022)

- H. Consideration to approve a Settlement Agreements with GM Gabrych Family Limited Partnership and Eastern Municipal Water District (EMWD) for the Acquisition of a Fee Simple Interest for the Widening of Redlands Avenue. (APN# 303-150-012-Gabrych and APN# 303-160-010-EMWD)
- I. Consideration to award a Contract to Helix Environmental Planning, Inc. for professional environmental services required under California Environmental Quality Act (CEQA) for the Enchanted Hills Park.
- J. Consideration to adopt Resolution Number (next in order) regarding submission of an application for, and receipt of, SB2 Planning Grant Program Funds.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AUTHORIZING APPLICATION FOR, AND RECEIPT OF, SB 2 PLANNING GRANT PROGRAM FUNDS

- K. Consideration to receive and file the Quarterly Investment Report for the Quarter Ended September 30, 2019

**9. 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.***

- A. Consideration to adopt the First Reading of Ordinance Number (next in order) to approve Ordinance Amendment 19-05256 to add Chapter 9.65 to the Perris Municipal Code to regulate aggressive panhandling solicitation.

The First Reading of Proposed Ordinance Number (next in order) is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA ADDING A NEW CHAPTER (AGGRESSIVE SOLICITATION) TO TITLE 9 (PUBLIC PEACE, SAFETY, AND MORALS) OF THE PERRIS MUNICIPAL CODE

Introduced by: Planning Manager Kenneth Phung

PUBLIC COMMENT

- B. Consideration to adopt the First Reading of Ordinance Number (next in order) to update Chapter 16 of the Municipal Code by adopting the 2019 Editions of the California Building, Mechanical, Plumbing, Electrical, Fire, Residential, Green Building, Energy, Existing Administrative Codes, State Historic Code and Referenced Standards; and adopt Resolution Number (next in order) affirming changes to the existing Fee Resolution for the adoption of the new fee valuation tables.

The First Reading of Proposed Ordinance Number (next in order) is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AMENDING SPECIFIED CHAPTERS OF TITLE 16 OF THE PERRIS CITY CODE TO ADOPT THE 2019 EDITIONS OF THE CALIFORNIA MODEL CODES, CALIFORNIA BUILDING CODE VOLUMES 1 & 2, CALIFORNIA PLUMBING, MECHANICAL, ELECTRICAL CODE, CALIFORNIA FIRE CODE, THE CALIFORNIA EXISTING BUILDING CODE, CALIFORNIA HISTORICAL BUILDING CODE, CALIFORNIA REFERENCED STANDARDS CODE, CALIFORNIA GREEN BUILDING STANDARDS CODE, CALIFORNIA ENERGY CODE, CALIFORNIA ADMINISTRATIVE CODE AND RELATED REFERENCE STANDARDS CODES WITH APPENDICES, ICC VALUATION TABLES AND AMENDMENTS THERETO

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AMENDING SECTION 5 OF RESOLUTION NO. 2715 BY ADOPTING THE 2019 BUILDING VALUATION RATES, AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL (ICC) IN THE 2019 BUILDING STANDARDS VALUATION TABLES, FOR USE IN THE CALCULATION OF CERTAIN BUILDING, ELECTRICAL, PLUMBING AND MECHANICAL PERMIT FEES.

Introduced by: Interim Building Official/Fire Marshall David J. Martinez

#### PUBLIC COMMENT

**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 adopt the report prepared by RK Engineering for C Street-4<sup>th</sup> Street to San Jacinto Avenue Traffic Review as amended; and approve installation of pedestrian safety improvements.

Introduced by: City Engineer Stuart McKibbin

**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:** November 12, 2019  
**SUBJECT:** Approval of Minutes  
**REQUESTED ACTION:** Approve the Minutes of the Regular Joint City Council Meeting held on October 29, 2019  
**CONTACT:** Nancy Salazar, City Clerk *NS*

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**BACKGROUND/DISCUSSION:** None

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**BUDGET (or FISCAL) IMPACT:** None

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

**REVIEWED BY:**  
City Attorney \_\_\_\_\_  
Assistant City Manager *[Signature]*  
Finance Director *ED*

**Attachments:**

Consent:  
Public Hearing:  
Business Item:  
Presentation:  
Other: Approval of Minutes

# ***CITY OF PERRIS***

## MINUTES:

Date of Meeting: October 29, 2019

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 6:30 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 Fellows, Fire Chief Barnett, Chief Information Officer Cervantes, Director of Community Services Chavez, Interim Director of Finance Carr, Interim Director of Administrative Services Amozgar, Director of Public Works Hartwill and City Clerk Salazar.

3. **INVOCATION: Pastor Benjamin Briggs Greater Light Community Church 3060 Barrett Ave. 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. Presentation by Mark Yarbrough, Commander of the Sons of the American Legion

**This item was added by Mayor Vargas.**

B. Presentation of a Certificate of Recognition to Nayeli Martinez, Little Sister 2019

C. City of Perris Employee of the Quarter Recognition for the Third Quarter of 2019

7. **APPROVAL OF MINUTES:**

A. Approved the Minutes of the Regular Meeting held on October 8, 2019 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 Rita Rogers, seconded by Malcolm Corona to Approve the Minutes, as presented.

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

NOES:

ABSENT:

ABSTAIN:

8. CONSENT CALENDAR:

**Councilmember Rabb requested that item 8.B. be pulled for separate consideration.**

**City Attorney Dunn noted that regarding Item 8.E. the expiration date of the agreement should be 2021.**

**The Mayor called for Public Comment on the balance of the Consent Calendar items. There was no Public Comment.**

A. Approved Riverside County Transportation Commission Request for Local Street Closures associated with the I-215/Placentia Avenue Interchange Construction.

B. This item was continued until November 12, 2019-Consideration to adopt the report prepared by RK Engineering for C Street between 4th Street and San Jacinto Avenue Traffic Review and Approve Installation of an all-way stop at C Street & 3rd Street.

**Councilmember Rabb requested that this item be pulled for separate consideration.**

**The following Councilmember's spoke:**

**Rabb**

**Corona**

**Vargas**

**Magaña**

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Rita Rogers to Approve continuance of this item until the November 12, 2019 meeting to be brought back as a business item for discussion and consideration.

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

NOES:

ABSENT:

ABSTAIN:

C. Approved the rejection of all bids for the construction of a New Single-Family Home with Attached Garage on East 10th Street, and directed staff to secure procurement by



non-competitive proposals.

- D. Approved a contract with Advanced Mobility Group (AMG) for traffic signal modification services for existing signals at Ethanac Road at Case Road, Ramona Expressway at Evans Road, and Ramona Expressway at Avalon Parkway.
- E. Approved a Contract Services Agreement with HdL Companies for application review and compliance/finance audits of cannabis businesses in the City.
- F. Awarded a contract to Helix Environmental Planning, Inc. for the professional environmental services required by Western Riverside County Conservation Authority (RCA) for the development of the San Jacinto River Trail
- G. Awarded a contract to Rincon Consultants, Inc. for environmental services required under the California Environmental Quality Act (CEQA) for the expansion of Morgan Park Phase II.
- H. Authorized the Renewal of a Three-Year (2019-2022) Agreement with Riverside County for the Reimbursable Riverside County CalFresh Healthy Living Grant.
- I. Approved Resolution Number SA-008 approving form of Continuing Disclosure Certificate and Preliminary Official Statement-Subordinate Tax Allocation Refunding Parity Bonds, Series 2019 (Taxable) relating to the refunding of prior obligations.

Resolution Number SA-008 is entitled:

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PERRIS APPROVING THE FORM OF A CONTINUING DISCLOSURE AGREEMENT AND PRELIMINARY OFFICIAL STATEMENT IN CONNECTION WITH THE ISSUANCE OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PERRIS SUBORDINATE TAX ALLOCATION REFUNDING PARITY BONDS, SERIES 2019 (TAXABLE)

- J. Approved the Check Register for September 2019

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by Marisela Magana to Approve the balance of the Consent Calendar, with the exception of item 8.B., as presented.

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

NOES:

ABSENT:

ABSTAIN:

9. PUBLIC HEARINGS:

- A. Adopted Resolution Numbers 5601, 5602 and 5603 approving annexation of PM 37343 (Duke Markham/Patterson) to the City's Maintenance Districts. PM 37343 is located at the southeast corner of Markham Street and Patterson Street. (Owner: Duke Realty Limited Partnership).

Resolution Number 5601 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PM 37343 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2019-2020

Resolution Number 5602 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PM 37343 TO BENEFIT ZONE 146, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2019-2020

Resolution Number 5603 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PM 37343 TO BENEFIT ZONE 112, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2019-2020

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

**The Mayor opened the Public Hearing at 6:53 p.m. There was no Public Comment.**

**The Mayor closed the Public Hearing at 6:53 p.m.**

**The Mayor asked the City Clerk to open the Ballots. City Clerk Salazar opened the 3 Ballots and reported that they were marked YES.**

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Malcolm Corona to Approve Resolution Numbers 5601, 5602 and 5603, as presented.

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

NOES:

ABSENT:

ABSTAIN:

- B. Adopted Resolution Numbers 5604, 5605 and 5606 approving annexation of TR 32497 (Pacific Communities) to the City's Maintenance Districts. TR 32497 is located at Orange Avenue and Medical Center Drive. (Owner: Pelican Landing LP).

Resolution Number 5604 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF TR 32497 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2019-2020

Resolution Number 5605 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF TR 32497 TO BENEFIT ZONE 148, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2019-2020

Resolution Number 5606 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF TR 32497 TO BENEFIT ZONE 113, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2019-2020

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

**The Mayor opened the Public Hearing at 6:56 p.m. There was no Public Comment.**

**The Mayor closed the Public Hearing at 6:56 p.m.**

**The Mayor asked the City Clerk to open the Ballots. City Clerk Salazar opened the 3 Ballots and reported that they were marked YES.**

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Marisela Magana to Approve Resolution Numbers 5604, 5605 and 5606, as presented.

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

NOES:

ABSENT:

ABSTAIN:

- C. Adopted Resolution Numbers 5607 and 5608 approving annexation of PM 37343 into Community Facilities District 2001-3 (North Perris Public Safety District)-Annexation No. 33. APN's 314-180-025, 314-180-026. (Owner: Duke Realty Limited Partnership)

Resolution Number 5607 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, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 33 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 33

Resolution Number 5608 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 THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 33 AND ORDERING THE ANNEXATION OF SUCH

**TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 33 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 7:00 p.m. There was no Public Comment.  
The Mayor closed the Public Hearing at 7:00 p.m.**

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Malcolm Corona to Approve Resolution Number 5607, 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 Rita Rogers, seconded by Malcolm Corona to Approve Resolution Number 5608, as presented.

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

NOES:

ABSENT:

ABSTAIN:

- D. Adopted the First Reading of Ordinance Number 1385 and Resolution Numbers 5609, 5610, 5611 and 5612 calling a Special Election for Community Facilities District No. 2007-02 (Pacific Heritage) to submit to the qualified electors within proposed Annexation No. 1 to said district the question of annexing such territory and levying a special tax and issuance of bonded indebtedness within the District.

Resolution Number 5609 is entitled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2007-2 (PACIFIC HERITAGE) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 1 TO SAID DISTRICT THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX AND ISSUANCE OF BONDED INDEBTEDNESS WITHIN THE DISTRICT**

Resolution Number 5610 is entitled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2007-2 (PACIFIC HERITAGE) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 1;**

ORDERING THE ANNEXATION OF SUCH TERRITORY; THE LEVYING OF A SPECIAL TAX WITHIN ANNEXATION NO. 1; AUTHORIZING THE ISSUANCE OF BONDED INDEBTEDNESS; AND DIRECTING THE RECORDING OF AN AMENDED NOTICE OF SPECIAL TAX LIEN

Resolution Number 5611 is entitled:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS APPROVING AND AUTHORIZING EXECUTION OF AN ACQUISITION AND FUNDING AGREEMENT IN CONNECTION WITH THE ANNEXATION OF PROPERTY TO COMMUNITY FACILITIES DISTRICT 2007-2 (PACIFIC HERITAGE) OF THE CITY OF PERRIS; AND MAKING FINDINGS AND DETERMINATIONS IN CONNECTION THEREWITH.

Resolution Number 5612 is entitled:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS DETERMINING THAT THE OBLIGATION OF CERTAIN PARCELS OF PROPERTY IN COMMUNITY FACILITIES DISTRICT NO. 2007-2 (PACIFIC HERITAGE) FOR THE PAYMENT OF SPECIAL TAXES HAS BEEN SATISFIED, AND ORDERING THE RECORDING OF A NOTICE OF CANCELLATION OF THE SPECIAL TAX LIEN FOR SAID PARCELS

The First Reading of Ordinance Number 1385 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2007-2 (PACIFIC HERITAGE) OF THE CITY OF PERRIS AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN THE AREA OF ANNEXATION NO. 1 TO SAID DISTRICT

**Councilmember Rogers left the City Council Chambers at 7:02 p.m. and returned at 7:04 p.m.**

**Mayor Pro Tem Magaña noted that she lives within the community and would be recusing herself from the item. She left the City Council Chambers at 7:03 p.m.**

**Michael Medve, Willdan Financial gave the presentation on this item.**

**The Mayor opened the Public Hearing at 7:08 p.m. There was no Public Comment.**

**The Mayor closed the Public Hearing at 7:08 p.m.**

**Mayor Pro Tem Magaña returned to the City Council Chambers 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 5609, as presented.

AYES: 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 Malcolm Corona, seconded by Rita Rogers to Approve Resolution Number 5610, as presented.

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

NOES:

ABSENT:

ABSTAIN:

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Malcolm Corona to Approve Resolution Numbers 5611 and 5612 and the First Reading of Ordinance Number 1385, as presented.

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

NOES:

ABSENT:

ABSTAIN:

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

**There were no Business Items.**

11. PUBLIC COMMENT/CITIZEN PARTICIPATION:

**There was no Public Comment.**

12. COUNCIL COMMUNICATIONS:

**The following Councilmember's spoke:**

**Rabb**

**Corona**

**Rogers**

**Magaña**

**Vargas**

13. CITY MANAGER'S REPORT:

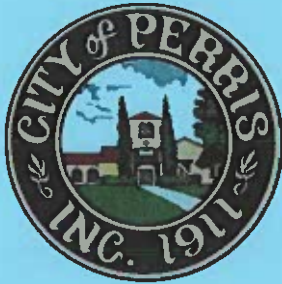
14. ADJOURNMENT:

**There being no further business Mayor Vargas adjourned the Regular City Council meeting at 7:24 p.m.**

**Respectfully Submitted,**

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**Nancy Salazar, City Clerk**



8.A.

# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:** November 12, 2019

**SUBJECT:** 2<sup>nd</sup> Reading of Ordinance for Community Facilities District 2007-2, Annexation No. 1 for levying taxes

**REQUESTED ACTION:** Waive further reading and Adopt the following Ordinance:

***AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2007-2 (PACIFIC HERITAGE) OF THE CITY OF PERRIS AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN THE AREA OF ANNEXATION NO. 1 TO SAID DISTRICT***

**CONTACT:** Ernest Reyna, Director of Finance

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### BACKGROUND/DISCUSSION:

On October 29, 2019, the City Council of the City of Perris ("City"), held a public hearing, annexation and special tax election to annex certain property to Community Facilities District No. 2007-2 (Pacific Heritage) of the City of Perris ("District") as Annexation Number 1 to the District. The City annexed property to the District concurrently with the removal of certain property from the District which was not going to be developed. All property owners in Annexation No. 1 to the District voted in favor of the Annexation.

Following the election annexing the property to the District, the City Council first introduced the above-referenced Ordinance. The Ordinance authorizes the levy of a special tax within Annexation No. 1 to the District, pursuant to Rate and Method of Apportionment approved in connection with formation of the District, as such taxes have been reduced by action of the City.

Requested action: Second Reading of Ordinance authorizing the levy of a special tax within the District.

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**BUDGET (or FISCAL) IMPACT:** None. All costs paid by a developer deposit or special taxes.

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Prepared by:

**REVIEWED BY:**

City Attorney \_\_\_\_\_  
Assistant City Manager \_\_\_\_\_  
Finance Director X 

Attachments:

Consent: X  
Public Hearing:  
Business Item:  
Presentation:  
Other:

**ORDINANCE NO. \_\_\_\_**

***AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2007-2 (PACIFIC HERITAGE) OF THE CITY OF PERRIS AUTHORIZING THE LEVY OF SPECIAL TAXES WITHIN THE AREA OF ANNEXATION NO. 1 TO SAID DISTRICT***

***THE CITY COUNCIL OF THE CITY OF PERRIS ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF THE COMMUNITY FACILITIES DISTRICT NO. 2007-2 (PACIFIC HERITAGE) OF THE CITY OF PERRIS DOES ORDAIN AS FOLLOWS:***

***Section 1.*** By the passage of this ordinance, the City Council authorizes the levy of a special tax at the rate and formula within the area of Annexation No. 1 to Community Facilities District No. 2007-2 (Pacific Heritage) of the City of Perris (the "District") set forth in Exhibit "A" to Resolution No. 5581 (the "Resolution"), and which for reference purposes is attached hereto as Exhibit "1" and incorporated herein by this reference.

***Section 2.*** The City Council or its designee is hereby further authorized to determine, by ordinance, resolution, or by other action if permitted by then applicable law, on or before August 1 of each year, the specific special tax to be levied on each parcel of land in the District. The special tax to be levied shall not exceed the maximum rates set forth in Exhibit "1", but the special tax may be levied at a lower rate. The City Clerk is authorized and directed to file with the county auditor on or before the 10th day of August of each tax year a certified copy of such ordinance or resolution accompanied by a list of all parcels subject to the special tax levy with the tax to be levied on each parcel.

***Section 3.*** Properties or entities of the state, federal or other local governments shall be exempt from the above-referenced and approved special taxes only to the extent set forth in each rate and method of apportionment in Exhibit 1 hereto and otherwise shall be subject to the tax consistent with the provisions of Section 53317.3 of the Act in effect as of the date of adoption of this Ordinance.

***Section 4.*** All of the collections of the special taxes shall be used only as provided for in the Act and the Resolution. The special taxes shall be levied only so long as needed to accomplish the purposes described in the Resolution.

***Section 5.*** The special taxes shall be collected from time to time as necessary to meet the financial obligations of the District, including Annexation No. 1 to the District on the secured real property tax roll in the same manner as ordinary *ad valorem* taxes are collected, or other procedures as may be adopted by the City Council. The City Manager and Finance Director are each hereby authorized and directed to provide or to cause to be provided all necessary information to the auditor/tax collector of the County of Riverside and to otherwise take all actions necessary in order to effect proper billing and collection of the special taxes, so that the special taxes shall be levied and collected in sufficient amounts and at times necessary to

satisfy the financial obligations of the District in each fiscal year until the Bonds are paid in full, the Facilities have been paid for, and provision has been made for payment of all of the administrative costs of the District. The special taxes may be subject to the same penalties and the same procedure, sale and lien priority in cases of delinquency as provided for *ad valorem* taxes as such procedure may be modified by law or this City Council from time to time.

Notwithstanding the foregoing, the City Manager may collect, or cause to be collected, one or more installments of the special taxes by means of direct billing by the District of the property owners within the District, if, in the judgment of the City Manager, such means of collection will reduce the administrative burden of the District in administering the District where it is otherwise appropriate in the circumstances. In such event, the special taxes shall become delinquent if not paid when due as set forth in any such respective billing to the property owners.

Whether the special taxes are levied in the manner provided in the first or the second preceding paragraph, the special taxes shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for *ad valorem* taxes. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent special tax payments.

**Section 6.** As a cumulative remedy, if any amount levied as a special tax for payment of bond interest or principal, together with any penalties and other charges accruing under this ordinance, are not paid when due, the City Council may, not later than four years after the due date of the last installment of principal of the Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such special tax.

**Section 7.** This Ordinance relating to the levy of the special taxes shall take effect immediately upon its final passage in accordance with the provisions of Section 36937(a) of the Government Code, and the specific authorization for adoption is pursuant to the provisions of Section 53340 of the Government Code.

**Section 8.** The City Clerk is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of Riverside an amendment to the notice of special tax lien in the form required by the Act and Division 4.5 of the California Streets and Highways Code, said recording to occur no later than fifteen days following final passage by the City Council of this Ordinance.

**Section 9.** The Mayor shall sign this Ordinance and the City Clerk shall attest to the Mayor's signature and then cause the same to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated in the City.

**Section 10.** The City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published as required by law.

**ADOPTED, SIGNED** and **APPROVED** this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Mayor of the City of Perris

ATTEST:

\_\_\_\_\_  
City Clerk, Nancy Salazar

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

I, Margaret Rey, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Ordinance Number \_\_\_\_\_ was duly and regularly adopted by the City Council of the City of Perris, acting as the legislative body of Community Facilities District No. 2007-2 (Pacific Heritage) of the City of Perris, at a regular meeting held on the \_\_ day of \_\_\_\_\_, 2019, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
City Clerk, Nancy Salazar

ORDINANCE NUMBER \_\_\_\_\_

**EXHIBIT "1"**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2007-2  
(PACIFIC HERITAGE)**

**RATE AND METHOD OF APPORTIONMENT**

**RATE AND METHOD OF APPORTIONMENT  
COMMUNITY FACILITIES DISTRICT NO. 2007-2  
(PACIFIC HERITAGE)**

A Special Tax shall be levied on all Taxable Property within the boundaries of Community Facilities District No. 2007-2 (Pacific Heritage) of the City of Perris ("CFD No. 2007-2") and collected according to the tax liability determined by the Council, through the application of this Rate and Method of Apportionment of the Special Tax to the extent and in the manner herein provided.

**1. DEFINITIONS**

The terms hereinafter set forth have the following meanings.

**"Acre" or "Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, other recorded County parcel map, or other similar instrument. An acre means 43,560 square feet of land.

**"Act"** means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California.

**"Administrative Fees" or "Administrative Expenses"** means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2007-2 including, but not limited to the costs associated with:

- (i) Computing the Special Taxes;
- (ii) Preparing the Annual Special Tax collection schedules (whether by the City or designee thereof or both);
- (iii) Collecting the Special Taxes (whether by the City, the County or otherwise);
- (iv) Remitting the Special Taxes to the Trustee;
- (v) The Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 2007-2, or any designee thereof complying with arbitrage rebate requirements, including without limitation rebate liability costs and periodic rebate calculations;
- (vi) Complying with disclosure or reporting requirements of the City or CFD No. 2007-2, associated with applicable federal and State laws (whether by the City, CFD No. 2007-2, or any designee thereof);
- (vii) Preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, CFD No. 2007-2, or any designee thereof related to an appeal of the Special Tax; and

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*December 28, 2007*

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*C-1 Community Facilities District No. 2007-2 (Pacific Heritage)  
City of Perris*

(viii) The City's annual administration fees and third party expenses. Administrative expenses shall also include amounts estimated or advanced by the City or CFD No. 2007-2 for any other administrative purposes of CFD No. 2007-2, including attorney's fees and other costs related to commencing and pursuing any foreclosure of delinquent Special Taxes.

**"Annual Special Tax"** means the Special Tax actually levied in any Fiscal Year on any Assessor's Parcel.

**"Assessor"** means the Assessor of the County of Riverside.

**"Assessor's Parcel"** means a Lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

**"Assessor's Parcel Map"** means an official map of the Assessor designating parcels by Assessor's Parcel Number.

**"Assessor's Parcel Number"** means the number assigned to an Assessor's Parcel by the County for purposes of identification.

**"Backup Special Tax"** means a one-time special tax that may be required to be paid prior to the approval of a proposed land use, entitlement change or permit issuance, subject to the conditions and as set forth in Section 5.

**"Bonds"** means any bonds or other indebtedness (as defined in the Act) of CFD No. 2007-2, whether in one or more series, including refunding bonds, secured by the levy of Special Taxes.

**"Builder"** means a home builder other than the Developer acting as the builder of Residential Units within CFD No. 2007-2.

**"Building Permit"** means a building permit for the construction of one or more Residential Units within CFD No. 2007-2 issued by the City.

**"Building Square Footage"** means all of the square footage of usable area within the perimeter of a residential structure, not including any carport, walkway, garage, overhang, or similar area. The determination of building square footage shall be made by reference to the Building Permit(s) issued for such Assessor's Parcel.

**"Calendar Year"** means the period commencing January 1 of any year and ending the following December 31.

**"CFD No. 2007-2"** means the Community Facilities District No. 2007-2 (Pacific Heritage) of the City.



**“CFD Administrator”** means an authorized representative of the City, or designee thereof, responsible for determining the Special Tax Requirement, for preparing the Annual Special Tax roll, calculating the Backup Special Tax, and as necessary, determining prepayment amounts in accordance with Section 7 and Mandatory Special Tax Reductions in accordance with Section 8.

**“CFD Formation”** means the date at which the City Council approved the formation of CFD No. 2007-2 in accordance with the provisions of the Act.

**“City”** means the City of Perris, California.

**“Council”** means the City Council of the City acting as the legislative body of CFD No. 2007-2 as defined under the Act.

**“County”** means the County of Riverside, California.

**“Debt Service”** means for each Fiscal Year, the total amount of principal and interest payable on any Outstanding Bonds during the Calendar Year commencing on January 1 of such Fiscal Year.

**“Delinquency Management Fund”** means the fund (regardless of its name), if any, established pursuant to the Indenture, to hold certain funds, not including bond proceeds, for the payment of principal and interest on the Bonds to the extent there are insufficient funds to pay principal and interest on the Bonds prior to any draw on the Reserve Fund. The Delinquency Management Fund Requirement (as defined in the Indenture) shall be an amount as defined in the Indenture.

**“Developed Property”** means for each Fiscal Year, all Taxable Property, exclusive of Provisional Undeveloped Property, for which a Building Permit for new construction or renovations was issued prior to April 1 of the previous Fiscal Year.

**“Developer”** means the developer and their successors, if any, acting as the developer of the property in CFD No. 2007-2.

**“Development Plan”** means a plan of Residential Units proposed to be built within CFD No. 2007-2 as provided by the Developer or Builder(s) and approved by the City. The development plan shall include the number, square footage, and base sales price of the Residential Units. The Developer or Builder shall file with the City an amended development plan prior to the issuance of any Building Permits if there is a change in the number and/or square footage of the Residential Units.

**“Exempt Property”** means Assessor’s Parcels designated as being exempt from Special Taxes pursuant to Section 10.

**“Expected Land Uses”** means the total number of Residential Units and Building Square Footage expected to be constructed within CFD No. 2007-2, as determined

from time-to-time by the CFD Administrator by applying the steps described in Section 5 below. The expected land uses at CFD Formation are summarized in Exhibit B hereto; the CFD Administrator shall update Exhibit B if (i) a Mandatory Maximum Special Tax Reduction is applied in accordance with Section 8 below; or (ii) a change occurs to the Development Plan that would change the number of Residential Units within each Land Use Classification as shown in Exhibit B.

**“Expected Maximum Special Tax Revenues”** means the amount of annual revenue that would be available if the Maximum Special Tax was levied on the Expected Land Uses. The expected maximum special tax revenues as of CFD Formation are shown in Exhibit B to this Rate and Method of Apportionment.

**“Facilities”** means facilities, fees or improvements authorized to be funded by CFD No. 2007-2.

**“Final Bond Sale”** means the last series of Bonds that will be issued on behalf of CFD No. 2007-2 (excluding any Bond refundings), as determined in the sole discretion of the City.

**“Final Subdivision Map”** means a subdivision of property created by recordation of a final map or parcel map, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a condominium plan pursuant to California Civil Code 1352 or lot line adjustment that creates individual lots for which Building Permits may be issued without further subdivision.

**“Fiscal Year”** means the period starting on July 1 and ending the following June 30.

**“Indenture”** means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

**“Land Use Class”** means any of the land use classes listed in Table 1 or Table 2 under Section 3 below.

**“Lot”** means a parcel created by a Final Subdivision Map on which a single family residential home can be constructed.

**“Mandatory Maximum Special Tax Reduction”** means a mandatory reduction of the Maximum Special Tax prior to the issuance of Bonds as set forth in Section 8 below.

**“Maximum Special Tax”** means the amount of Special Tax, determined in accordance with Section 3 below, which may be levied in any Fiscal Year on any Assessor’s Parcel of Taxable Property.

**“Outstanding Bonds”** means all Bonds, which are deemed to be outstanding under the Indenture.

**“Property Owner Association Property”** means any Assessor’s Parcel within the boundaries of CFD No. 2007-2 owned in fee by a property owner association, including any master or sub-association.

**“Property Tax Burden”** means the total estimated amount of taxes an owner of a Residential Unit would expect to pay including ad valorem property taxes, Maximum Special Tax, and other special assessments, fees and charges placed on the County property tax bill (but excluding homeowner association dues, property owner association dues, or other non-governmental charges), expressed as a percentage of the expected base sales price of the Residential Unit.

**“Proportionately” or “Proportionate”** means for Developed Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels of Developed Property. For Undeveloped Property, "Proportionately" means that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is equal for all Assessor’s Parcels of Undeveloped Property. The term **“Proportionately”** may similarly be applied to other categories of Taxable Property as listed in Section 4 below.

**“Provisional Undeveloped Property”** means all Assessor’s Parcels of Public Property, Property Owner Association Property or property that would otherwise be classified as Exempt Property pursuant to the provisions of Section 10, but cannot be classified as Exempt Property because to do so would reduce the Acreage of all Taxable Property below the required minimum Acreage as set forth in Section 10.

**“Public Property”** means any property within the boundaries of CFD No. 2007-2, which is owned by, or irrevocably offered for dedication to the federal government, the State of California, the County, the City or any other public agency; provided however that any property owned by a public agency and leased to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use.

**“Residential Unit”** means each separate residential dwelling unit that comprises an independent facility capable of conveyance or rental separate from adjacent residential dwelling units.

**“Special Tax”** means any special tax levied within CFD No. 2007-2 pursuant to the Act and this Rate and Method of Apportionment.

**“Special Tax Obligation”** means the total obligation of an Assessor’s Parcel of Taxable Property to pay the Special Tax for the term of the Special Tax specified in Section 9.

**“Special Tax Requirement”** means that amount required in any Fiscal Year to:

- (i) Pay regularly scheduled Debt Service on all Outstanding Bonds;
- (ii) Pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds;
- (iii) Pay Administrative Fees and Expenses;
- (iv) Pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds;
- (v) Accumulate funds to pay directly for acquisition or construction of Facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property;
- (vi) Pay for reasonably anticipated delinquent Special Taxes; and
- (vii) Pay any amounts required to establish or replenish the Delinquency Management Fund; provided said amounts do not exceed any amount permitted under the Act.

**“State”** means the State of California.

**“Taxable Property”** means all of the Assessor’s Parcels within the boundaries of CFD No. 2007-2, which are not exempt from the levy of the Special Tax pursuant to law or Section 10 below.

**“Trustee”** means the trustee or fiscal agent under the Indenture.

**“Undeveloped Property”** means, for each Fiscal Year, all Taxable Property not classified as Developed Property or Provisional Undeveloped Property.

**“Zone”** means as the context requires, either Zone 1 or Zone 2.

**“Zone 1”** means all property located within the area identified as Zone 1 in Exhibit A to this Rate and Method of Apportionment.

**“Zone 2”** means all property located within the area identified as Zone 2 in Exhibit A to this Rate and Method of Apportionment.

## **2. LAND USE CLASSIFICATION**

Each Fiscal Year, beginning with Fiscal Year 2008-2009, each Assessor’s Parcel within CFD No. 2007-2 shall be assigned to Zone 1 or Zone 2 in accordance with Exhibit A to this Rate and Method of Apportionment, and each Assessor’s Parcel shall be classified as Taxable Property or Exempt Property. In addition, all Taxable Property shall be classified as Developed Property, Undeveloped Property or Provisional Undeveloped Property, and all such Taxable Property shall be subject to the levy of Special Taxes in accordance with this Rate and Method of Apportionment determined pursuant to Sections 3, 4 and 5 below. Furthermore, each Assessor’s

Parcels of Developed Property shall be further classified to its applicable Land Use Class based on its Building Square Footage.

### 3. MAXIMUM SPECIAL TAX RATES

#### A. Developed Property

The Maximum Special Tax applicable to an Assessor's Parcel classified as Developed Property for Fiscal Year 2008-2009 shall be determined pursuant to Table 1 for Zone 1 and Table 2 for Zone 2 below.

**Table 1  
Maximum Special Tax Rates  
Zone 1  
Fiscal Year 2008-2009**

<b>Land Use Class</b>	<b>Building Square Footage</b>	<b>Maximum Special Tax</b>
1	Less than 2,200 Sq. Ft.	\$2,105 per Residential Unit
2	2,200 – 2,499 Sq. Ft.	\$2,349 per Residential Unit
3	2,500 – 2,799 Sq. Ft.	\$2,587 per Residential Unit
4	2,800 – 3,099 Sq. Ft.	\$2,742 per Residential Unit
5	3,100 – 3,399 Sq. Ft.	\$2,925 per Residential Unit
6	3,400 – 3,699 Sq. Ft.	\$3,080 per Residential Unit
7	3,700 Sq. Ft. and Greater	\$3,235 per Residential Unit

**Table 2  
Maximum Special Tax Rates  
Zone 2  
Fiscal Year 2008-2009**

<b>Land Use Class</b>	<b>Building Square Footage</b>	<b>Maximum Special Tax</b>
1	Less than 2,200 Sq. Ft.	\$2,200 per Residential Unit
2	2,200 – 2,499 Sq. Ft.	\$2,452 per Residential Unit
3	2,500 – 2,799 Sq. Ft.	\$2,697 per Residential Unit
4	2,800 – 3,099 Sq. Ft.	\$2,858 per Residential Unit
5	3,100 – 3,399 Sq. Ft.	\$3,047 per Residential Unit
6	3,400 – 3,699 Sq. Ft.	\$3,208 per Residential Unit
7	3,700 Sq. Ft. and Greater	\$3,368 per Residential Unit

Each July 1, commencing July 1, 2009, the Maximum Special Tax for Developed Property shall be increased by two percent (2.0%) of the amount in effect in the prior Fiscal Year.

**B. Provisional Undeveloped Property and Undeveloped Property**

The Maximum Special Tax for Provisional Undeveloped and Undeveloped Property for Fiscal Year 2008-2009 shall be determined by reference to Table 3 below.

**Table 3  
Maximum Special Tax Rates  
Fiscal Year 2008-2009**

Zone	Maximum Special Tax
Zone 1	\$17,276 per Acre
Zone 2	\$17,843 per Acre

On July 1<sup>st</sup> of each Fiscal Year, commencing July 1, 2009, the Maximum Special Tax for Provisional Undeveloped Property and Undeveloped Property shall increase by two percent (2.0%) of the amount in effect in the prior Fiscal Year.

**4. METHOD OF APPORTIONMENT**

For each Fiscal Year, commencing Fiscal Year 2008-2009, the CFD Administrator shall calculate the Annual Special Tax on all Taxable Property in accordance with the following steps:

Step 1: The Annual Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property in an amount up to 100% of the applicable Maximum Special Tax as necessary to satisfy the Special Tax Requirement;

Step 2: If additional monies are needed to satisfy the Special Tax Requirement after Step 1 has been completed, the Annual Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for Undeveloped Property;

Step 3: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, then the Annual Special Tax shall be levied in equal percentages on each Assessor's Parcel of Provisional Undeveloped Property at up to 100% of the Maximum Special Tax for Provisional Undeveloped Property.

Notwithstanding the above, under no circumstances will the Special Tax levied against any Assessor's Parcel of Developed Property used for private residential purposes be increased as a consequence of delinquency or default by the owner of any other Assessor's Parcel within CFD No. 2007-2 by more than ten percent above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults.

## **5. BACKUP SPECIAL TAX**

The Maximum Special Taxes set forth in Section 3 were calculated based on the Expected Land Uses at CFD Formation. For each Zone, the CFD Administrator shall review all applicable Final Subdivision Maps and the Development Plan of CFD No. 2007-2 to confirm that the Final Subdivision Map(s) and Development Plan reflect the number and size of Residential Units that were anticipated at the time of CFD Formation. The Developer and/or Builder shall file an amended Development Plan for each Zone with the City after CFD Formation any time there is a change in the number and/or size of Residential Units.

### **Prior to Final Bond Sale**

If, prior to Final Bond Sale, a change to the Expected Land Uses ("Land Use/Entitlement Change") is submitted by the Developer or Builder that will result in a reduction of the Expected Maximum Special Tax Revenues or a Mandatory Maximum Special Tax Reduction is applied pursuant to Section 8 of this Rate and Method of Apportionment, or any combination thereof, no action shall be required pursuant to this Section 5, provided that the reduction in Expected Maximum Special Tax Revenues does not reduce the amount of Maximum Special Taxes less Administrative Expenses for each Fiscal Year that may be levied on Taxable Property to less than 1.1 times the annual Debt Service on all Outstanding Bonds. The CFD Administrator shall update Exhibit B to show the reduced Expected Maximum Special Tax Revenues, and the reduced Expected Maximum Special Tax Revenues shall be the amount used by the City to make future decisions with respect to Bonds.

### **Subsequent to Final Bond Sale**

If a proposed Land Use/Entitlement Change or Development Plan submitted by the Developer or Builder would reduce the amount of Maximum Special Taxes less Administrative Expenses for each Fiscal Year that may be levied on Taxable Property to less than 1.1 times the annual Debt Service on all Outstanding Bonds, the following steps shall be applied:

Step 1: By reference to Exhibit B (which shall be updated by the CFD Administrator in accordance with this Section 5 each time a Land Use/Entitlement change is processed, the Development Plan is changed or a Mandatory Maximum Special Tax Reduction is applied) and by computing the Maximum Special Tax rates in accordance with Section 3 for the current Fiscal Year, the CFD

Administrator shall calculate the Expected Maximum Special Tax Revenues for CFD No. 2007-2.

Step 2: The CFD Administrator shall calculate the Expected Maximum Special Tax Revenues that could be collected from property in the CFD if the Land Use/Entitlement Change is approved or the Development Plan is changed ("Proposed Maximum Special Tax Revenues");

Step 3: If the amount determined in the second step is higher than that calculated in the first step, the Land Use/Entitlement Change may be approved or the Development Plan may change without further action. If the Expected Maximum Special Tax Revenues calculated in the Step 2 are less than those calculated in Step 1, the Developer or Builder shall pay a one-time Backup Special Tax in an amount calculated pursuant to Section 7.B. The amount of the Backup Special Tax payment shall be equal to the amount necessary to reduce the Debt Service on Outstanding Bonds such that the Proposed Maximum Special Tax Revenues less Administrative Expenses equals 1.1 times the Debt Service after such payment. The Backup Special Tax required by this Step shall be paid prior to the approval of the proposed Land Use/Entitlement Change or the issuance of additional Building Permits.

If multiple Land Use/Entitlement Changes are proposed at one time, the CFD Administrator may consider the combined effect of all Land Use/Entitlement Changes to determine if a reduction in Expected Maximum Special Tax Revenues necessitates implementation of Step 3. If the CFD Administrator determines that there is a reduction in Expected Maximum Special Tax Revenues, and all of the Land Use/Entitlement Changes are being proposed by the same property owner, the CFD Administrator shall determine the amount to be prepaid (pursuant to Step 3) by analyzing the combined effects of all of the proposed Land Use/Entitlement Changes. Notwithstanding the foregoing, if the CFD Administrator analyzes the combined effects of all the proposed Land Use/Entitlement changes, and the City subsequently does not approve any one or more of the proposed Land Use/Entitlement Changes, then the CFD Administrator shall again apply the three steps set forth above to determine the combined effect of the multiple Land Use/Entitlement Changes that were approved simultaneously by the City.



## 6. COLLECTION OF SPECIAL TAXES

Collection of the Annual Special Tax shall be made by the County in the same manner as ordinary ad valorem property taxes are collected and the Annual Special Tax shall be subject to the same penalties and the same lien priority in the case of delinquency as ad valorem taxes; provided, however, that the Council may provide for (i) other means of collecting the Special Tax, including direct billings thereof to the property owners; and (ii) judicial foreclosure of delinquent Special Taxes.

## 7. PREPAYMENT OF SPECIAL TAX OBLIGATION

Property owners may prepay and permanently satisfy the Special Tax Obligation by a cash settlement with the City as permitted under Government Code Section 53344. Prepayment is permitted only under the conditions set forth in this Section 7.

The following definitions apply to this Section 7:

**“CFD Public Facilities Costs”** means \$6,040,000 in 2007 dollars, which shall increase by the Construction Inflation Index on July 1, 2008, and on each July 1 thereafter, or such lower number as (i) shall be determined by the CFD Administrator as sufficient to acquire or construct the Facilities, or (ii) shall be determined by the Council concurrently with a covenant that it will not issue any more Bonds (except refunding bonds) to be supported by Special Taxes.

**“Construction Fund”** means the fund (regardless of its name) established pursuant to the Indenture to hold funds, which are currently available for expenditure to acquire or construct the Facilities.

**“Construction Inflation Index”** means the annual percentage change in the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the Calendar Year, which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

**“Future Facilities Costs”** means the CFD Public Facilities Costs minus (i) costs previously paid from the Construction Fund to acquire or construct the facilities, (ii) monies currently on deposit in the Construction Fund, and (iii) monies currently on deposit in an escrow or other earmarked fund that are expected to be available to finance the Facilities.

**“Outstanding Bonds”** means all Previously Issued Bonds that remain outstanding after the first interest and/or principal payment date following the

current Fiscal Year excluding Bonds to be redeemed at a later date with proceeds of prior prepayments of Special Tax Obligations.

“Previously Issued Bonds” means all CFD No. 2007-2 Bonds that have been issued prior to the date of prepayment.

**A. Prepayment in Full**

The Special Tax Obligation applicable to an Assessor’s Parcel may be prepaid and the obligation of the Assessor’s Parcel to pay any Special Tax permanently satisfied as described herein, provided that a prepayment may be made with respect to a particular Assessor’s Parcel only if there are no delinquent Special Taxes with respect to such Assessor’s Parcel at the time of prepayment. An owner of an Assessor’s Parcel intending to prepay the Special Tax Obligation shall provide the CFD Administrator with written notice of intent to prepay and the company or agency that will be acting as the escrow agent, if any. The CFD Administrator shall provide the owner with a statement of the Prepayment Amount (defined below) for such Assessor’s Parcel within thirty (30) days of the request and may charge a reasonable fee for providing this service. Prepayment must be made more than 60 days prior to any redemption date for the CFD No. 2007-2 Bonds to be redeemed with the proceeds of such prepaid Special Taxes, unless a shorter period is acceptable to the Trustee and the City.

The Prepayment Amount shall be calculated as summarized below (capitalized terms as defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Prepayment Amount
plus	Defeasance Amount
plus	Prepayment Administrative Fees and Expenses
less	Reserve Fund Credit
<u>less</u>	<u>Capitalized Interest Credit</u>
Total: equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount shall be calculated as follows:

**Paragraph No.:**

1. Confirm that no Special Tax delinquencies apply to such Assessor’s Parcel.
2. For Assessor’s Parcels of Developed Property, determine the Maximum Special Tax. For Assessor’s Parcels of Undeveloped Property for which a building permit has been issued, compute the Maximum Special Tax for

that Assessor's Parcel as though it was already designated as Developed Property, based upon the Building Permit which has already been issued for that Assessor's Parcel.

3. Divide the Maximum Special Tax computed pursuant to paragraph 2 by the total estimated Maximum Special Taxes for CFD No. 2007-2 based on the Developed Property Special Taxes which could be levied in the current Fiscal Year on all expected development through build-out of CFD No. 2007-2 as determined by the CFD Administrator, excluding any Assessor's Parcels for which the Special Tax Obligation has been prepaid.
4. Multiply the quotient computed pursuant to paragraph 3 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid rounded up to the nearest \$5,000 increment (the "Bond Redemption Amount"). If a prepayment request is submitted for multiple Assessor's Parcels which are owned by the same entity or individual, then only the sum of the Bond Redemption Amount (calculated without rounding) for all such Assessor's Parcels shall be rounded up to the nearest \$5,000 increment and not the Bond Redemption Amount for each such Assessor's Parcel.
5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium (expressed as a percentage), if any, on the Outstanding Bonds to be redeemed at the first available call date (the "Redemption Premium").
6. Compute the current Future Facilities Costs.
7. Multiply the quotient computed pursuant to paragraph 3 by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the "Future Facilities Prepayment Amount").
8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Outstanding Bonds.
9. Compute the amount the CFD Administrator reasonably expects to derive from the reinvestment of the Prepayment Amount less the Future Facilities Amount and the Prepayment Administrative Fees and Expenses from the date of prepayment until the earliest redemption date for the Outstanding Bonds to be redeemed with the prepayment.
10. Take the amount computed pursuant to paragraph 8 and subtract the amount computed pursuant to paragraph 9 (the "Defeasance Amount").

11. Verify the administrative fees and expenses of CFD No. 2007-2, including the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the "Prepayment Administrative Fees and Expenses").
12. The reserve fund credit ("Reserve Fund Credit") shall equal the lesser of:  
(a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero.
13. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to paragraph 3 by the expected balance in the capitalized interest fund after such first interest and/or principal payment (the "Capitalized Interest Credit").
14. The Special Tax Obligation is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 10, and 11, less the amounts computed pursuant to paragraphs 12 and 13 (the "Prepayment Amount").
15. From the Prepayment Amount, the sum of the amounts computed pursuant to paragraphs 4, 5, and 10, less the amounts computed pursuant to paragraphs 12, and 13 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make Debt Service payments. The amount computed pursuant to paragraph 7 shall be deposited into the Construction Fund. The amount computed pursuant to paragraph 11 shall be retained by CFD No. 2007-2.

The CFD Administrator will confirm that all previously levied Special Taxes have been paid in full. With respect to any Assessor's Parcel that is prepaid in full, once the CFD Administrator has confirmed that all previously levied Special Taxes have been paid, the Council shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of Special Taxes and the release of the Special Tax lien on such Assessor's Parcel, and the obligation to pay the Special Tax for such Assessor's Parcel shall cease.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the aggregate amount of Maximum Special Taxes less Administrative

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December 28, 2007

C-14 Community Facilities District No. 2007-2 (Pacific Heritage)  
City of Perris

Expenses that may be levied on Taxable Property in each Fiscal Year, after the proposed prepayment is at least 1.1 times the corresponding Debt Service on all Outstanding Bonds.

## **B. Partial Prepayment**

The Special Tax Obligation on an Assessor's Parcel of Developed Property or Undeveloped Property for which a building permit has been issued may be partially prepaid. The amount of the partial prepayment shall be calculated according to the following formula:

$$PP = P_E \times F.$$

These terms have the following meaning:

- PP = the partial prepayment amount
- P<sub>E</sub> = the Prepayment Amount calculated according to Section 7.A.
- F = the percentage by which the owner of the Assessor's Parcel(s) is partially prepaying the Special Tax Obligation. (Such amount shall be rounded up as directed in Section 7.A.4 above)

The owner of any Assessor's Parcel who desires such prepayment shall notify the CFD Administrator of (i) such owner's intent to partially prepay the Special Tax Obligation, (ii) the percentage by which the Special Tax Obligation shall be prepaid, and (iii) the company or agency that will be acting as the escrow agent, if any. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the Special Tax Obligation for the Assessor's Parcel within thirty (30) days of the request and may charge a reasonable fee for providing this service.

With respect to any Assessor's Parcel that is partially prepaid, the City shall (i) distribute the funds remitted to it according to Section 7.A., and (ii) indicate in the records of CFD No. 2007-2 that there has been a partial prepayment of the Special Tax Obligation and that the portion of the Special Tax with respect to such Assessor's Parcel, equal to the outstanding percentage (1.00 - F) of the Maximum Special Tax, shall continue to be levied on such Assessor's Parcel pursuant to Section 3.

Notwithstanding the foregoing, no partial prepayment shall be allowed unless the amount of Maximum Special Taxes less Administrative Expenses for each Fiscal Year that may be levied on Taxable Property in each Fiscal Year, after the proposed partial prepayment is at least 1.1 times the corresponding Debt Service on all Outstanding Bonds.

## **8. MANDATORY MAXIMUM SPECIAL TAX REDUCTION**

Prior to the issuance of Bonds, the Property Tax Burden on Developed Property shall be calculated by the CFD Administrator pursuant to the Land Secured Financing Policy adopted pursuant to City Council Resolution in effect at the time of CFD Formation (the "Goals and Policies"). The Maximum Special Tax on Developed Property set forth in Section 3.A of this Rate and Method of Apportionment shall be permanently reduced if it is reasonably determined by the CFD Administrator that the Property Tax Burden exceeds the maximum level allowed in the Goals and Policies. In such a case, the CFD Administrator shall take the following steps:

Step 1: The CFD Administrator shall calculate the Property Tax Burden for each Residential Unit within each Land Use Class of Developed Property set forth in Tables 1 and 2.

Step 2: For any Land Use Class of Developed Property set forth in Tables 1 or 2 for which the Property Tax Burden exceeds the maximum level allowed in the Goals and Policies for any Residential Unit classified within such Land Use Class, the Maximum Special Tax shall be permanently reduced so that the highest Property Tax Burden within such Land Use Class equals the maximum level allowed in the Goals and Policies for any Residential Unit.

Step 3: The CFD Administrator shall determine the sum of the reduced Maximum Special Tax as calculated in Step 2 multiplied by the expected number of Residential Units within each Land Use Class expected to be developed within CFD No. 2007-2 at build-out ("Estimated Annual Special Tax Revenues"). The Maximum Special Tax for Undeveloped Property and Provisional Undeveloped Property shall be reduced to an amount equal to the Estimated Annual Special Tax Revenues divided by the minimum taxable Acres set forth in Section 10.

Step 4: If the Mandatory Special Tax Reduction is implemented, then Table 1 and/or Table 2 shall be modified and the CFD Administrator shall cause a suitable notice to be recorded in compliance with the Act, to indicate the lower Maximum Special Taxes on Developed Property, Undeveloped Property and Provisional Undeveloped Property.

## **9. TERM OF SPECIAL TAX**

The Special Tax shall be levied until the last series of Bonds has been fully repaid, provided that the Special Tax may be levied after the last series of Bonds has been repaid if necessary to collect delinquencies or pay for additional Facilities, but shall not in any event be levied for a period to exceed forty (40) Fiscal Years commencing with Fiscal Year 2008-2009.

## **10. EXEMPTIONS**

The CFD Administrator shall classify as Exempt Property (i) Assessor's Parcels of Public Property, (ii) Assessor's Parcels of Property Owner Association Property, or (iii) Assessor's Parcels which are used as places of worship and are exempt from ad valorem property taxes because they are owned by a religious organization (iv) Assessor's Parcels developed or planned to be developed exclusively for any type of non-residential use, (v) Assessor's Parcels with public utility easement by the restriction, as determined reasonably by the CFD Administrator, provided that no such classification would reduce the sum of all Taxable Property to less than 13.22 Acres in Zone 1 or less than 9.20 Acres in Zone 2 . Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the sum of all Taxable Property to less than 13.22 Acres in Zone 1 or less than 9.20 Acres in Zone 2 shall be classified as Provisional Undeveloped Property, and will continue to be subject to the Special Taxes accordingly. Tax exempt status for this purpose of this paragraph will be assigned by the CFD Administrator in the chronological order in which property becomes eligible for classification as Exempt Property.

If the use of an Assessor's Parcel of Exempt Property changes so that such Assessor's Parcel is no longer classified as one of the uses set forth in the first paragraph of Section 10 above that would make such Assessor's Parcel eligible to be classified as Exempt Property, such Assessor's Parcel shall cease to be classified as Exempt Property and shall be deemed to be Taxable Property.

## **11. APPEALS**

Any landowner who pays the Special Tax and claims the amount of the Special Tax levied on his or her Assessor's Parcel is in error shall first consult with the CFD Administrator regarding such error not later than twelve (12) months after first having paid the first installment of the Special Tax that is disputed. If following such consultation, the CFD Administrator determines that an error has occurred, the CFD Administrator may amend the amount of the Special Tax levied on such Assessor's Parcel. If following such consultation and action, if any by the CFD Administrator, the landowner believes such error still exists, such person may file a written notice with the City Manager or designee of the City appealing the amount of the Special Tax levied on such Assessor's Parcel. Upon the receipt of such notice, the City Manager or designee may establish such procedures as deemed necessary to undertake the review of any such appeal. The City Manager or designee thereof shall interpret this Rate and Method of Apportionment and make determinations relative to the administration of the Special Tax and any landowner appeals herein specified. The decision of the City Manager or designee shall be final and binding as to all persons.

**CERTIFICATE OF REDUCTION OF SPECIAL TAXES**

**COMMUNITY FACILITIES DISTRICT NO. 2007-2 (PACIFIC HERITAGE) OF THE CITY OF PERRIS**

1. Pursuant to Section 8 of the Rate and Method of Apportionment (the "Rate and Method") for Community Facilities District No. 2007-2 (Pacific Heritage) of the City of Perris ("CFD No. 2007-2"), the City of Perris ("City") and CFD No. 2007-2 hereby reduce the Maximum Special Tax for property within CFD No. 2007-2, as reflected herein.

The information in Tables 1, 2 and 3 of the Rate and Method relating to the Maximum Special Tax for property within CFD No. 2007-2 shall be modified commencing with Fiscal Year 2019-20 as follows:

**Table 1  
Maximum Special Tax Rates\*  
Zone 1  
Fiscal Year 2019-2020**

<b>Land Use Class</b>	<b>Building Square Footage</b>	<b>Maximum Special Tax</b>
1	Less than 2,200 Sq. Ft.	\$2,405 per Residential Unit
2	2,200 – 2,499 Sq. Ft.	\$2,510 per Residential Unit
3	2,500 – 2,799 Sq. Ft.	\$2,720 per Residential Unit
4	2,800 – 3,099 Sq. Ft.	\$2,933 per Residential Unit
5	3,100 – 3,399 Sq. Ft.	\$2,973 per Residential Unit
6	3,400 – 3,699 Sq. Ft.	\$3,295 per Residential Unit
7	3,700 Sq. Ft. and Greater	\$3,460 per Residential Unit



**Table 2  
Maximum Special Tax Rates\*  
Zone 2  
Fiscal Year 2019-2020**

<b>Land Use Class</b>	<b>Building Square Footage</b>	<b>Maximum Special Tax</b>
1	Less than 2,200 Sq. Ft.	\$2,096 per Residential Unit
2	2,200 – 2,499 Sq. Ft.	\$2,315 per Residential Unit
3	2,500 – 2,799 Sq. Ft.	\$2,616 per Residential Unit
4	2,800 – 3,099 Sq. Ft.	\$2,753 per Residential Unit
5	3,100 – 3,399 Sq. Ft.	\$2,880 per Residential Unit
6	3,400 – 3,699 Sq. Ft.	\$2,971 per Residential Unit
7	3,700 Sq. Ft. and Greater	\$3,036 per Residential Unit

**Table 3  
Maximum Special Tax Rates\*  
Fiscal Year 2019-2020**

<b>Zone</b>	<b>Maximum Special Tax</b>
Zone 1	\$20,523 Per Acre
Zone 2	\$20,523 Per Acre

*\* On July 1<sup>st</sup> of each Fiscal Year, commencing with July 1, 2020, the Maximum Special Tax Rates in Tables 1, 2 and 3 above shall be increased by two percent (2%) of the amount in effect in the prior Fiscal Year.*

2. The Maximum Special Tax may only be modified prior to the first issuance of Bonds related to CFD No. 2007-2.
3. Upon execution of the certificate by the City and CFD No. 2007-2, the City shall cause an amended notice of Special Tax lien for CFD No. 2007-2 to be recorded reflecting the modifications set forth herein.
4. The reductions herein have been calculated by Willdan Financial Services, the administrator of CFD No. 2007-2.
5. The reductions herein are reasonable and in accordance with Section 8 of the Rate and Method.

ORDINANCE NUMBER \_\_\_\_\_

By execution hereof, the undersigned acknowledges, on behalf of the City and CFD No. 2007-2, receipt of this certificate and modification of the Rate and Method as set forth in this certificate. Capitalized undefined terms used herein have the meaning ascribed thereto in the Rate and Method.

CITY OF PERRIS

By: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

COMMUNITY FACILITIES DISTRICT NO. 2007-2 (PACIFIC HERITAGE) OF THE CITY OF PERRIS

By: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

WILDAN FINANCIAL SERVICES

By: \_\_\_\_\_  
Administrator

Date: \_\_\_\_\_

# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL



**MEETING DATE:** November 12, 2019

**SUBJECT:** Freeway Maintenance Agreement

**REQUESTED ACTIONS:** Approve Freeway Maintenance Agreement with California Department of Transportation for I-215 within the jurisdictional limits of the City of Perris and Authorize the Mayor and City Manager to Execute Final Version of Freeway Maintenance Agreement

**CONTACT:** Stuart E. McKibbin, City Engineer

*[Signature]*  
for Stuart E. McKibbin

### BACKGROUND/DISCUSSION:

On September 30, 2013 the City of Perris executed a Freeway Maintenance Agreement with Caltrans wherein the parties consented to certain adjustments of the City's local street and road system required for the improvement of I-215 through the City. The improvements to the freeway are complete except for the Placentia Interchange that will start construction in Summer 2020.

This new Freeway Maintenance Agreement would supersede the 2013 Agreement adds 3 new overcrossings to I-215 proper. The Freeway Maintenance Agreement identifies the maintenance responsibilities for certain improved structures within the freeway right of way limits, and update all maintenance responsibilities so they are aligned with the revised freeway plans. Of note, the City would have responsibility for maintenance of City emblems and monuments in Caltrans right of way. This Freeway Maintenance Agreement will be used in conjunction with the Landscape Maintenance Agreement and the Shared Electrical Agreement approved by City Council on June 11, 2019.

In general, the City and Caltrans would divide maintenance responsibility as shown in the table below. The detailed list of the City's infrastructure items are found in the Agreement's Exhibit C.

City and Caltrans Maintenance Responsibilities			
Item	City	State	Shared
I-215 Freeway property		X	
Relocated or reconstructed local streets	X		
Overcrossing Structure and screening		X	
Overcrossing lighting, sidewalk, signs, markings, rails, etc	X		
Freeway bridge structures over local undercrossings		X	
Undercrossing pavement, shoulders,	X		

curbs, sidewalks, walls, drainage, lighting			
Wall and column cleaning, graffiti removal	X		
Landscaped areas outside Caltrans fence	X		
Cost of safety lighting and traffic signal installation, operation, maintenance, repair, replacement, and cost of energy			X
Traffic signal timing		X	
Bicycle paths in State right of way	X		

The City Attorney has reviewed the Agreement and made a few change recommendations that are being addressed by Caltrans. The final version of the Freeway Maintenance Agreement is forthcoming.

**BUDGET (or FISCAL) IMPACT:** There is no fiscal impact with the approval of the Freeway Maintenance Agreement. Adequate budget is in place in CIP S002, S004, S036, S102 for maintenance responsibilities within city streets leading to the I-215 Interchanges. CIP S100 has adequate budget in place for maintenance of individual I-215 infrastructure items.

Prepared by: Grace Alvarez, Special Programs Manager

**REVIEWED BY:**

City Attorney \_\_\_\_\_  
Assistant City Manager \_\_\_\_\_  
Finance Director 

Attachment: FMA 08-Riv-215-PM 22.8/R32.3

Consent Item

**FREEWAY MAINTENANCE  
AGREEMENT  
WITH  
CITY OF PERRIS**

**THIS AGREEMENT is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of Perris; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".**

**SECTION I**

**RECITALS**

- 1. WHEREAS, on \_\_\_\_\_ a Freeway Agreement was executed between CITY and STATE, wherein the PARTIES consented to certain adjustments of the local street and road system required for the development of that portion of Interstate 215 (I-215) within the jurisdictional limits of the CITY as a freeway; and**
- 2. WHEREAS, recent adjustments to said freeway have now been completed, or are nearing completion, and the PARTIES hereto mutually desire to identify the maintenance responsibilities for improvements to separation structures and landscaped areas lying within those modified freeway limits; and**
- 3. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.**
- 4. WHEREAS, pursuant to Section \_\_\_ of the above \_\_\_\_\_, 20\_\_ Freeway Agreement, CITY has resumed or will resume control and maintenance over each of the affected relocated or reconstructed CITY streets, except for those portions adopted as a part of the freeway proper; and**
- 5. WHEREAS, there is an existing Freeway Maintenance Agreement with CITY, dated September 30, 2013, and it is the mutual desire of the PARTIES hereto to supersede said agreement with this new Freeway Maintenance Agreement in accordance with the revised plan of said freeway.**

**NOW THEREFORE IT IS AGREED:**

**SECTION II**

**AGREEMENT**

1. **PARTIES agree this Agreement shall supersede and replace in its entirety the existing Freeway Maintenance Agreements executed by PARTIES on September 30, 2013.**
2. **CITY agrees to continue their control and maintenance of each of the affected relocated or reconstructed CITY streets and roads as shown on that plan map attached hereto, marked Exhibit A, and made a part hereof by this reference.**
3. **STATE agrees to continue control and maintenance of those portions adopted as a part of I-215 Freeway proper as shown in Exhibit A.**
4. **CITY agrees to maintain individual infrastructure items as provided in Exhibit C attached and made a part of this Agreement by reference, as long as it is not in conflict with the terms of this Agreement. In case of a conflict, the terms of this Agreement shall prevail.**
5. **If there is mutual agreement on the change in the maintenance duties between PARTIES, the PARTIES can revise Exhibit C by a mutual written execution of Exhibit A and C.**
6. **When another planned future improvement has been constructed and/or a minor revision has been effected within the limits of the freeway herein described which will affect the PARTIES' division of maintenance responsibility as described herein, STATE will provide a new dated and revised Exhibit A which will upon written mutual consent between PARTIES thereafter supersede the attached original Exhibit A and become part of this Agreement.**
7. **CITY and STATE agree to accept their then respective operational and maintenance responsibilities and related associated costs thereof in the event jurisdictional boundaries of the PARTIES should change and Exhibit A is amended to reflect those changes.**
8. **CITY must obtain the necessary Encroachment Permits from STATE's District 08 Encroachment Permit Office prior to entering STATE right of way to perform CITY maintenance responsibilities. This permit will be issued at no cost to CITY.**
9. **VEHICULAR AND PEDESTRIAN OVERCROSSINGS**
  - 9.1. **STATE will maintain, at STATE expense, the entire structure of the vehicular and pedestrian overcrossings of I-215, identified in Exhibit A, below the deck wearing surface and any wearing surface treatment thereon.**
  - 9.2. **CITY will maintain, at CITY expense, the deck wearing surface and structural drainage system (and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface) and all portions of the structure above the bridge deck, including, but without limitation, lighting installations, as well as all traffic service facilities (sidewalks, signs, pavement markings, bridge rails, etc.) that may be required for the benefit or control of traffic using that overcrossing.**
  - 9.3. **As directed by section 92.6 of the Streets and Highways Code, at locations determined by STATE, screening shall be placed on STATE freeway overpasses on which pedestrians**

are allowed. All screens installed under this program will be maintained by STATE, at STATE expense.

**10. VEHICULAR AND PEDESTRIAN UNDERCROSSINGS**

- 10.1. STATE will maintain, the entire structure of the vehicular and pedestrian overcrossings of I-215, identified in Exhibit A, below the deck wearing surface and any wearing surface treatment thereon.
- 10.2. CITY will maintain the roadway sections, including the traveled way, shoulders, curbs, sidewalks, wall surfaces (including eliminating graffiti), drainage installations, lighting installations and traffic service facilities that may require for the benefit or control or traffic using that undercrossing.
- 10.3. CITY will request STATE's District Encroachment Permit Engineer to issue the necessary Encroachment Permit for any proposed change in minimum vertical clearances between CITY roadway surface and the structure that results from modifications to the roadway (except when said modification are made by STATE). If the planned modifications will result in a reduction in the minimum clearance within the traveled way, an estimate of the clearance reduction must be provided to STATE's Transportation Permit Engineer that shows revised minimum clearances for all affected movements of traffic, both at the edges of the travelled way and at points of minimum clearance within the traveled way.

**11. WALLS AND COLUMNS** - CITY is responsible for debris removal, cleaning, and painting to keep CITY's side of any wall structure or column free of debris, dirt, and graffiti.

**12. LANDSCAPED AREAS** - CITY is responsible for the maintenance of any plantings or other types of roadside development lying outside of the fenced right of way area reserved for exclusive freeway use.

**13. INTERCHANGE OPERATON** - It is STATE's responsibility to provide efficient operation of freeway interchanges, including ramp connections to local streets and roads.

**14. ELECTRICALLY OPERATED TRAFFIC CONTROL DEVICES**

14.1. The cost of installation, operation, maintenance, repairs, replacement and energy costs of safety lighting, traffic signals or other necessary electrically operated traffic control devices placed at interchanges of I-215 Freeway and CITY streets and roads and at ramp connections or I-215 and CITY facilities shall be shared by the PARTIES in a separate Shared Cost Electrical Agreement. A separate "Shared Cost Electrical Agreement" will be executed in the future allocating these costs between the PARTIES.

14.2. Timing of traffic signals, which shall be coordinated with CITY to the extent that no conflict is created with freeway operations, shall be the sole responsibility of STATE.

**15. BICYCLE PATHS** - Except for bicycle paths constructed as permitted encroachments within STATE's right of way for which the permittee is solely responsible for all path improvements, STATE will maintain, at STATE expense, all fences, guard railing, drainage facilities, slope

and structural adequacy of any bicycle path located and constructed within STATE's right of way. CITY will maintain, at CITY expense, a safe facility for bicycle travel along the entire length of the path by providing sweeping and debris removal when necessary; and all signing and striping and pavement markings required for the direction and operation of that non-motorized facility.

## 16. LEGAL RELATIONS AND RESPONSIBILITIES

16.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not PARTIES to this Agreement or to affect the legal liability of a party to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.

16.2. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE and arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

16.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY and arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

## 17. PREVAILING WAGES:

17.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

17.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be



performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

18. **SELF-INSURED** - CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

18.1. **SELF-INSURED using Contractor** - If the work performed under this Agreement is done by CITY's contractor(s), CITY shall require its contractor(s) to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE and shall be delivered to the STATE with a signed copy of this Agreement.

19. **TERMINATION** - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

20. **TERM OF AGREEMENT** - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF PERRIS

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Mayor

BOB FRANZOIA  
Director of Transportation (Acting)

Initiated and Approved

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Stephen R. Pusey  
Deputy District Director  
Maintenance, District 08


ATTEST:

By: \_\_\_\_\_  
City Clerk

As to Form:

As to Form and Procedure:

By: \_\_\_\_\_  
City Attorney

By:   
Attorney  
Department of Transportation

## **EXHIBIT "A"**

**Plan maps showing Interstate 215 Freeway proper and City road/facilities**

**Exhibit "A" includes:**

- 1. Index Location Map**
- 2. Ethanac RD Overcrossing**
- 3. 74/215 New Interchange**
- 4. Perris Blvd Overcrossing**
- 5. Nuevo Road Overcrossing**
- 6. Placentia Ave Overcrossing**
- 7. Oleander Ave Overcrossing**

**EXHIBIT "C"**

**INDIVIDUAL INFRASTRUCTURE ITEMS**

**TO BE MAINTAINED BY CITY**

Exhibit "C" includes:

- C-1 Redlands Ave – modified lighting and sign illumination
- C-2 Perris Bridge Luminaire details
- C-3 Perris Bridge Luminaire Details continued
- C-4 Perris Bridge Barrier Rail details
- C-5 Perris Bridge Luminaire details continued
- C-6 Index to Retain Walls and Sound Walls
- C-7 Mural Panels details
- C-8 Plaster Detail
- C-9 Typical Skydiver on Bridge Treatment
- C-10 Typical Plane and Wind Attached to Fence Detail
- C-11 Typical Boat and Wave Attached to Fence Detail; Typical Skydiver Attached to Fence Detail
- C-12 Typical Train Smoke Attached to Fence Detail
- C-13 Typical Train Smoke Attached to Fence Detail; Typical Train Smoke Attached to Wall Detail
- C-14 Typical Train Smoke Attached to Wall Detail, Typical Skydiver Attached to Wall Detail
- C-15 Typical Plane and Wind Attached to Wall Detail, Typical Wave Attached to Wall Detail
- C-16 Typical Boat and Wave Attached to Wall Detail
- C-17 Anchorage to Wall Detail
- C-18 Anchorage to Fence Detail
- C-19 Fence Support and Wall Connection Detail
- C-20 Fence Connection Detail
- C-21 Fence Post Retrofit Detail
- C-22 Fence Post Anchorage Detail
- C-23 Placentia OC Bridge Aesthetics and Decorative Lighting Concept Rendering
- C-24 Placentia OC Bridge Architectural Detail 1
- C-25 Placentia OC Bridge Architectural Detail 2

City of Perris  
Capital Project Listing

Prepared on January 31, 2019

	Prior Year Carryover July 1, 2018	Proposed Mid-Year Amend 2018-2019	Total 2018-2019 Budget
<b><u>Streets (Includes Sidewalks, Medians, Bridges)</u></b>			
S002 Annual Slurry Seal Program	832,624	1,500,023	2,332,647
S004 Annual Street Striping & Signage Program	1,437,224	-	1,437,224
S005 Case Road Bridges	1,437,224	-	1,437,224
S007 D Street Renovation	826,555	-	826,555
S014 Goetz Road Intersection	7,995,258	4,794,100	12,789,358
S022 Placentia Interchange	10,718	-	10,718
S023 Placentia/I-215 Extension	4,289,173	-	4,289,173
S026 Rider Street/SD Xing (Developer/School/Measure A)	420,141	-	420,141
S031 Evans Road	27,347	(27,347)	-
S034 Ethanac Road	8,098,696	-	8,098,696
S036 Annual Pothole Repair Program	89,239	250,000	339,239
S056 Signal/Street Improvements at Wilson & Orange	688,387	-	688,387
S057 Mountain Ave Resurfacing & Sewer Project	399,101	-	399,101
S060 4th Street Improvements	376,657	-	376,657
S068 I-215 Widening	21,501	(21,501)	0
S076 Flood Control Slurry Seal / Grind & Overlay	2,290,892	-	2,290,892
S076 Nuevo Bridge Widening & Road Improvements	10,779,227	-	10,779,227
S079 Perris Blvd Widening I-215 Bridge/Case	1,865,787	(1,844,724)	21,063
S089 Redlands Blvd Widening - Ramona to Rider	2,819,416	-	2,819,416
S090 Nuevo Road Interchange Improvements	518,341	(518,291)	50
S091 Redlands Ave Pavement Rehab (Nuevo to San Jacinto)	288,697	(288,697)	-
S092 Miscellaneous Bridge Repair	135,767	-	135,767
S093 Ramona Expressway Webster to I-215	96,301	-	96,301
S094 Unpaved Streets & Alleys	202,100	-	202,100
S095 Harley Knox Interchange	6,497,421	10,000,000	16,497,421
S096 Sidewalk / Bike Path Install	175,424	(144,424)	31,000
S097 Ramona Expressway Miscellaneous Widening	1,000,000	-	1,000,000
S098 Skylark Pavement Rehab (Tr. 32428)	146,095	-	146,095
S099 Ramona Expressway Pavement Rehabilitation	1,994,715	-	1,994,715
<del>S100 Annual Citywide Maintenance</del>	<del>50,000</del>	<del>-</del>	<del>50,000</del>
S102 Citywide Pavement Rehab	5,225,258	(3,987,788)	1,237,470
S103 Sidewalk & Pedestrian Ramps Installation	219,637	(16,902)	202,735
S105 A Street Widening Project	2,844,324	-	2,844,324
S106 Indian Avenue Right-of-Way Acquisition	105,000	(270,770)	(165,770)
S113 Triple Crown Landscaping Improvements	18,918	(18,918)	-
S114 Perris Blvd Landscaping between 4th & I-215	993,308	1,000,000	1,993,308
S115 Citywide Pedestrian Improvement	-	358,585	358,585
S116 Perris Blvd Corridor Safety Improvements	-	900,300	900,300
S117 Citywide Safety Improvements	-	2,000,000	2,000,000
S118 Harley Knox Blvd Landscaping between Perris Blvd & Redlands	-	2,000,000	2,000,000
S119 Ethanac Road Lighting - Murrieta to I-215	-	1,500,000	1,500,000
S120 Perris Blvd Widening Phase II - 4th to 11th	-	1,844,724	1,844,724
S121 Perris Blvd Medians & Landscaping	-	140,000	140,000
S122 Citywide Sidewalk Improvements	-	50,000	50,000
<b>Streets - Total</b>	<b>65,216,472</b>	<b>19,198,370</b>	<b>84,414,843</b>
<b><u>Traffic Signals</u></b>			
T001 Traffic Signal - San Jacinto/Perris	1,427,135	(1,427,135)	-
T009 Traffic Studies & Reports	126,410	250,000	376,410
T010 Citywide Traffic Signal Battery Backup	29,963	-	29,963
T012 Traffic Signal - Rider / Avalon	387,419	-	387,419
T017 Traffic Signal at Mapes / Trumble	288,249	-	288,249
T019 Traffic Signal Pedestrian Count	72,492	(71,417)	1,075
T021 Traffic Signal - Ethanac & Murrieta	299,785	(299,785)	-
T023 Traffic Signal - 4th & A Street	18,361	(18,361)	-
T025 Traffic Signal - Ramona Crossing Upgrade	100,000	-	100,000
T027 Ethanac Road/Case Rd Signal Modification	-	250,000	250,000
T028 Ramona Expressway/Evans Road Signal Modification	-	250,000	250,000
T029 Redlands Ave/Jarvis St Signal	-	300,000	300,000

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# CITY OF PERRIS


## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** November 12, 2019

**SUBJECT:** Placentia Avenue Widening – Indian Avenue to Perris Boulevard  
Environmental Engineering Services

**REQUESTED ACTIONS:** Approve Contract Services Agreement with LSA for Environmental Engineering Services associated to the Placentia Avenue Widening; and authorize Mayor to execute Contract Services Agreement with LSA

**CONTACT:** Stuart E. McKibbin, City Engineer 

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#### BACKGROUND/DISCUSSION:

The proposal is a request for approval of a contract services agreement with LSA to prepare the California Environmental Quality Act (CEQA) documents for the Placentia Avenue Widening from Indian Avenue to Perris Boulevard Project.

On May 29, 2018, the City of Perris approved a Memorandum of Understanding (MOU) with the Riverside County Transportation Commission (RCTC) to widen Placentia Avenue between Indian Avenue and Perris Boulevard. In the MOU, RCTC agreed to secure the necessary right-of-way including relocation and/or removal of existing structures at the southwest corner of Perris Boulevard and Placentia Avenue at no cost to the City. In return, the City agreed to be responsible for obtaining the environmental approvals and administer the construction contract for the project.

The project would widen Placentia Avenue from two lanes to six lanes (3 lanes in each direction) and includes intersection improvements, sidewalk installation, storm drain facilities, modification of an existing traffic signal and installation of a new traffic signal at the intersection of Placentia Avenue and Indian Avenue.

Staff requested a sole-source proposal from LSA, mainly due to LSA's familiarity with the project area and their history of working on other RCTC projects nearby.

The cost proposal received for securing the CEQA approval is \$59,960. The project schedule provided has a starting date of November 18, 2019 and completion with the City filing the Notice of Determination on June 3, 2020.

City staff recommends approval of the Contract Services Agreement with LSA in the amount of \$59,960.

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**BUDGET (or FISCAL) IMPACT:** Adequate funding is available in CIP S023, Placentia/I-215 Road Extension.

Prepared by: Grace Alvarez, Special Programs Manager

**REVIEWED BY:**

City Attorney \_\_\_\_\_  
Assistant City Manager \_\_\_\_\_  
Finance Director 

Attachment: LSA Professional Services Agreement with Proposal, Cost and Project Schedule  
CIP Sheet S-023

Consent Item



**CITY OF PERRIS**  
**CONTRACT SERVICES AGREEMENT FOR**  
**PLACENTIA AVENUE WIDENING FROM INDIAN AVENUE TO PERRIS**  
**BOULEVARD**

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 LSA Associates, a California Corporation ("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 hereunder.

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 fifty-nine thousand nine hundred eighty dollars (\$59,980) ("Contract Sum"), except as provided in Section 1.6. The method of compensation shall be payment in accordance with the percentage of completion of the services. 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 fifth (5th) 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 until completion of the services no later than September 30, 2020.

### 4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Rob McCann 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 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 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 5.1 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 5.1 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 5.1.

## 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 insure 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 Vargas, Mayor

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Eric L. Dunn, City Attorney

"CONSULTANT"  
LSA Associates, Inc. dba "LSA", a California corporation

20 Executive Park Suite 200  
Irvine, CA 92614

By:  \_\_\_\_\_  
Signature

Mike Trotta, Chairman of the Board

By:  \_\_\_\_\_  
Signature

Rosalena Evans, Chief Financial Officer

(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

**LSA**

CARLSBAD  
FRESNO  
IRVINE  
LOS ANGELES  
PALM SPRINGS  
POINT RICHMOND  
RIVERSIDE  
ROSEVILLE  
SAN LUIS OBISPO

**INTRODUCTORY LETTER AND EXECUTIVE SUMMARY**

October 21, 2019

Grace Alvarez  
Engineering Department  
City of Perris  
24 South D Street, Suite 100  
Perris, CA 92570

**Subject: Proposal for Contract #: P8-1288, Piacentia Avenue Widening, Indian Avenue to Perris Boulevard, Environmental Engineering Services for the City of Perris – Revised Scope of Work**

Dear Ms. Alvarez:

Thank you for the opportunity to discuss LSA's proposed scope of services for this project with you and Stuart McKibbin over the past several weeks. We have revised our scope of services accordingly and have attached it for your use in preparing the contract between the City of Perris and LSA.

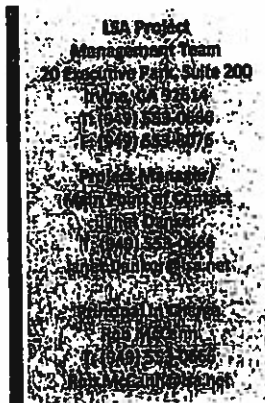
If you have any questions, please contact me via phone at (949) 553-0666 or via email at Rob.McCann@lsa.net.

Sincerely,

LSA Associates, Inc.

*Rob McCann*

Rob McCann  
Principal



20 Executive Park, Suite 200, Irvine, California 92614 949.553.0666 www.lsa.net

LSA is a business name of LSA Associates, Inc.

**SCOPE OF WORK****Project Understanding**

The proposed project will widen Placentia Avenue from Indian Avenue to Ferris Boulevard from two lanes to six lanes (a distance of about 0.5 mile), which includes intersection improvements, roadway widening, installation of sidewalk and storm drain facilities, modification of the existing traffic signal, and installation of a new traffic signal at the intersection of Placentia Avenue and Indian Avenue. LSA clearly understands the City's objectives for the Project, which is to complete a critical segment of the City's General Plan Circulation Element concurrent with the completion of construction of the I-215/Placentia Avenue Interchange Project. With construction of the Interchange project scheduled to begin in early 2020, time is of the essence to complete the environmental approval of the Placentia Avenue Widening (Indian Avenue to Ferris Boulevard) Project so that design and construction can proceed. Based on the scope of the proposed improvements and the anticipated impacts, this scope of work is based upon the project being approved with an Initial Study/Mitigated Negative Declaration (IS/MND); however, based upon the results of the environmental review to be conducted by LSA as described in Task 3 and Task 4a below, there is a potential that the City could make a determination that the project is exempt from CEQA review pursuant to Section 15081(b)(3) of the State CEQA Guidelines. This is the "common sense" exemption which stipulates that "CEQA only applies to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA".

**Project Approach**

Our general approach to producing the IS/MND in a timely manner is to ensure that the project team has all of the information needed to prepare the studies to support the CEQA document at the time of the Notice to Proceed or shortly thereafter. Based on our experience, we have found that this approach is more efficient from a schedule and budget management standpoint, rather than initiating work based upon partial information and then having to redo that work later. To that end, we have listed the data needs in the Scope of Work below needed to support the IS/MND.

For this project, our overall approach is to make full use of all available information from the MCP Project EIR/EIS and technical studies, as well as supplemental environmental work completed for the I-215/Placentia Avenue Interchange Project. In addition to the MCP Project and I-215/Placentia Avenue Interchange Project, LSA will also use information from CEQA documents that the City has completed including the General Plan Final EIR and the Final EIR for the Ferris Valley Commerce Center Specific Plan. Except for a few areas of focused analysis as described below under Task 3 (Technical Studies), LSA will base the determinations of impacts and CEQA significance upon existing published documents.

Except where noted in the Statement of Work, all deliverables will be submitted to the City electronically in PDF format along with an MS-Word version for the City's use in making comments and edits in track changes mode.

**Statement of Work (Including Data Needs and Deliverables)****Data Needs**

The following lists the data LSA assumes will be provided by the City to support the Draft IS/MND. If any data listed is not available from the City, then the City and LSA will need to discuss whether they should be added to the scope and budget for this contract.

- **Project Design Plans and Project Description:** The City will provide the most current set of plans and profiles in digital format. The City will provide an expanded version of the Project Description provided in the RFP.
- **Utility Relocations:** The City will provide information on any utility relocations that will be required as part of the project in sufficient detail to address CEQA Checklist Question XIX.a.
- **Information on Cumulative Projects:** The City will provide information about approved or pending development projects affecting the study area.
- **Traffic Volume Data for Air Quality/Greenhouse Gas Emissions/Energy Analyses:** The City will provide recent traffic volume data from other projects in the area.
- **Construction Schedule and Anticipated Construction Equipment (if available)**
- **Hazardous Waste Studies for Parcels to be Acquired (to be provided by the Riverside County Transportation Commission)**

**Task 1 – Project Management and Meetings**

This task represents a minimal project management role. To minimize costs, any necessary meetings will be handled via conference call with the City. The project management role provides a mechanism to ensure there is an adequate exchange of information during project startup and preparation of the IS/MND. Important elements of this task will be to maintain the project schedule, oversee the budget, and coordinate efforts with City staff. LSA believes that effective project management includes notifying the City of problems as they are encountered and working expeditiously to resolve them. As Project Manager, Ms. Danker will maintain ongoing verbal and email communication with the City's Project Manager.

**Task 2 – Project Description**

LSA will prepare a thorough Project Description for use in the preparation of technical studies (as well as for use in the IS/MND) that will be based on information provided by the City under the Data Needs listed above. LSA will prepare a Draft Project Description for the City's review. Any revisions needed to address the City's comments will be included in the Project Description in the Screencheck Draft IS/MND. The proposed schedule and budget for the IS/MND are based on no substantive changes (i.e., changes that would result in a change to the existing setting or environmental impact analysis) to the Project Description after the City's review of the Draft Project Description.

**Deliverables: Draft Project Description**

**Task 3 – Technical Studies**

**Task 3a – Traffic Impact Analysis (TIA)**

A TIA will not be prepared for the project. The City's 2005 General Plan Final EIR shows this section of Piacentia Avenue operating at Level of Service "A" when completed. This will be documented in the responses to the environmental checklist questions in the IS/MND.

**Task 3b – Air Quality, Greenhouse Gas Emissions, and Energy Analyses**

To minimize costs for this task, the air quality and greenhouse gas emissions studies will be incorporated directly into the Screencheck Draft IS/MND rather than submitted as stand-alone technical reports.

**Task 3b-1: Air Quality**

LSA will prepare an air quality analysis that will focus on the criteria pollutants of greatest concern in the South Coast Air Basin (Basin) that would be generated by construction and operation of the Project. Those pollutants include ozone precursors (volatile organic compounds [VOCs] and oxides of nitrogen [NO<sub>x</sub>]), carbon monoxide (CO), sulfur dioxide (SO<sub>2</sub>), and inhalable particulate matter (PM<sub>10</sub> and PM<sub>2.5</sub>). Because the project would be locally funded, it is assumed that no interagency consultation coordination or Hot Spot Project Summary Form preparation would be required. The air quality analysis will include the following tasks:

1. LSA will evaluate whether the Project would conflict with or obstruct implementation of the Air Quality Management Plan (AQMP). The existing air quality in the vicinity of the Project will be characterized, including local meteorology and existing pollutant levels based on data obtained from nearby air quality monitoring stations. LSA will describe the existing State and federal ambient air quality standards, the Basin's attainment status with regard to those standards, and the South Coast Air Quality Management District's (SCAQMD) AQMP.
2. LSA will assess whether the Project would result in a cumulatively considerable net increase of any criteria pollutant for which the Basin is in non-attainment under an applicable federal or State ambient air quality standard. The evaluation of cumulative impacts will follow the procedure outlined in the SCAQMD CEQA Air Quality Handbook.
3. LSA will analyze whether construction and operational emissions will result in a violation of air quality standards. The impact evaluation will be based on the SCAQMD Air Quality Significance Thresholds contained in the CEQA Air Quality Handbook. LSA will estimate construction emissions by phases as applicable, including diesel truck and heavy-duty equipment exhaust and fugitive dust based on available information from the City. If the Project-specific construction equipment and phasing schedule are not available, a generalized phasing schedule will be used along with the default construction equipment anticipated in the model. Construction and operational emissions would be estimated using the California Emission Estimator Model (CalEEMod) program, which includes OFFROAD and EMFAC emission factors, or another appropriate model as directed by the City to calculate off-road construction equipment and on-road vehicle emissions. The operational on-road vehicle emissions will be based on the project traffic study. LSA will evaluate whether the Project could lead to the potential exposure of sensitive receptors to substantial concentrations of air emissions. The evaluation of the potential for carbon monoxide (CO) will be assessed in a qualitative manner, since it is not expected that the Project will result in a significant increase in construction activities and operational vehicular traffic activities.
4. LSA will evaluate whether the proposed Project would result in other emissions (such as those leading to odors) affecting a substantial number of people, based on the guidance provided in the SCAQMD CEQA Air Quality Handbook. However, objectionable odors are not anticipated to be a significant concern for this Project.

**Task 3b-2: Greenhouse Gas Emissions**

LSA will prepare a greenhouse gas (GHG) analysis that will focus on the GHG emissions (primarily carbon dioxide [CO<sub>2</sub>], methane [CH<sub>4</sub>], and nitrous oxide [N<sub>2</sub>O]) that would be generated by construction and operation of the Project. The GHG analysis will include the following tasks:

1. LSA will assess whether the Project would generate sufficient GHG emissions, either directly or indirectly, that would have a significant impact on the environment. Construction and operational

emissions would be estimated using the CalEEMod program or another appropriate model as directed by the City.

2. LSA will assess whether the Project would conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of GHGs. Local GHG emissions background information will be obtained from the California Air Resources Board (CARB) ambient GHG background and Scoping Plan for the State and the City's General Plan and Climate Action Plan. LSA will conduct a consistency analysis to determine whether the Project conforms to these plans in accordance with the procedures set forth by CARB.

**Task 3b-3: Energy Assessment**

To minimize costs for this task, the energy analysis will be incorporated directly into the Screencheck Draft IS/MND rather than submitted as a stand-alone technical report. The energy analysis will be qualitative based on the limited scale of the project.

**Task 3c – Noise Analysis**

Because there are no sensitive noise receptors (i.e., residences) within the project limits, no analysis of operational impacts is proposed. For residential developments located east of Perris Boulevard, LSA assumes that the CEQA documents for those developments assumed the build out condition of Placentia Avenue in their analyses. LSA will assess potential short-term construction noise and vibration impacts associated with the proposed project based upon the information on noise and vibration contained in the MCP Final EIR/EIS.

**Task 3d – Biological Resources Studies**

LSA will address potential biological resources issues as required for the project review process under the Western Riverside County MSHCP and CEQA. LSA will conduct a biological resources assessment and MSHCP consistency analysis, including a habitat assessment for MSHCP survey species, riverine/riparian areas, and vernal pools, as well as potentially jurisdictional drainages. The analysis will include a literature review to identify sensitive species known or reported to occur within the project area. The literature review will include the California Natural Diversity Database (CNDDB). A general on-site survey will then be conducted by an LSA biologist familiar with the habitats and sensitive resources of the region. LSA will prepare a report including a summary of the results of the literature review and field survey and identify consistencies with the Western Riverside County MSHCP objectives.

The project site is within the Western Riverside County MSHCP species survey area for burrowing owl, but not for any other MSHCP species survey areas. Assessments are required for sensitive fairy shrimp species in all areas and for riparian bird species in any riparian habitat determined to be on site. Based on a review of aerial photos and prior studies for the MCP Project and I-215/Placentia Avenue Interchange Project, habitat suitable for burrowing owl is present in the project area, and a focused survey for this species will be required. There appears to be no riparian habitat, and vernal pools and fairy shrimp habitat are also unlikely to be present. The I-215/Placentia field work determined that no riverine areas were present immediately west of Indian Avenue and this scope assumes that similarly, no riverine areas would be present east of Indian Avenue. An on-site assessment will be conducted to confirm habitat conditions on the site. If any of these biological resources is found to be present and would be impacted by the project, the preparation of a Determination of Biologically Equivalent or Superior Preservation (DBESP) may be required under a contract change order. In addition to the MSHCP consistency analysis, a focused survey for the burrowing owl, and a jurisdictional delineation are included in this scope of work.

The focused burrowing owl survey will be conducted within suitable habitat following County of Riverside guidelines for this species (revised March 28, 2006). Walking surveys will be conducted at transect intervals sufficient to provide 100 percent coverage. The walking surveys will be completed four times. Potential burrowing owl burrows will be mapped and visited each survey day to determine whether the burrowing owl is present on site. A separate letter report describing the methods and results of the focused survey will not be prepared. The results will be incorporated into the body of the MSHCP Consistency report. A copy of the report summarizing the burrowing owl focused surveys will be sent to the Western Riverside County MSHCP Biological Monitoring Program as required under the MSHCP.

Based on 2018 site conditions that were adjacent to the I-215/Piacentia Interchange project boundary, a jurisdictional delineation will likely be required to determine the jurisdictional status of a depression previously vegetated by cattails on the southeast corner of Piacentia Avenue and Indian Avenue and to determine if jurisdictional drainages west of Indian Avenue contribute to the ponding at the southwestern corner of the intersection or if the depression is an isolated feature. The jurisdictional delineation will be completed according to the September 2008 *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0)*, the currently accepted methodology. We anticipate that a brief routine delineation, tailored to the site characteristics, will be adequate. A jurisdictional "waters of the U.S." determination will also be completed according to the current USACE standards. The extent of any streambed and associated riparian areas subject to review by CDFW under Section 1600 et seq. of the California Fish and Game Code will be determined. The site conditions will be compared with field work conducted in the spring of 2018 for the I-215/Piacentia Interchange project. If conditions haven't changed, the 2018 soil sample plots will be used in the jurisdictional delineation for the Piacentia Avenue Widening project.

The results of the delineation will be presented in a report that will include mapping of any wetland and jurisdictional areas. This report will define the project constraints associated with non-wetland waters, wetlands, and riparian habitat. The results of the determination are subject to verification by the USACE, RWQCB, and CDFW. There will be new RWQCB regulations that will become effective in May 2020 regarding the definition of wetlands, which may require updating the delineation or further coordination with regulatory agencies and is not included in this scope of services because we cannot predict what changes RWQCB may require at this time.

*Deliverables: Draft and Final MSHCP Consistency Report (including burrowing owl survey results)*

*Draft and Final Jurisdictional Delineation*

#### **Task 3e – Hydrology and Water Quality Analysis**

The evaluation of hydrology and water quality will be based on the information contained in the MCP Final EIR/EIS; no project-specific analysis will be conducted. The evaluation will be prepared assuming City compliance with all applicable County Flood Control and National Pollutant Discharge Elimination System (NPDES) requirements.



### **Task 3f – Cultural Resource Studies**

Because the project is located within the Area of Potential Effects for the MCP project, all conclusions regarding impacts to cultural resources will be based upon the cultural resource studies prepared for the MCP project. However, pursuant to City requirements, LSA will request a Sacred Lands File (SLF) search from the Native American Heritage Commission (NAHC) and conduct discretionary notification of designated Tribes. Pursuant to the RFP specification, LSA will also provide assistance with AB 52 in the form of a separate SLF search request and a form letter for the City's use.

*Deliverables: Draft and Final AB 52 Consultation Letter*

### **Task 3g – Paleontological Resources Analysis**

Because the project is located within the paleontological resources study area for the MCP project, all conclusions regarding impacts to paleontological resources will be based upon the paleontological resources studies prepared for the MCP project.

### **Task 3h – Hazardous Materials Corridor Study**

No hazardous materials study will be prepared as part of this scope of services. The responses to the environmental checklist questions in the IS/MND will be based upon hazardous waste studies for parcels to be acquired for the project. These studies will be provided by the Riverside County Transportation Commission.

### **Task 4 – Prepare CEQA Document**

#### **Task 4a – Screencheck IS/MND for City Review**

LSA will prepare a Screencheck Draft IS/MND and submit the document to the City for review. The technical analyses identified in Task 3 and technical information provided in the information requested under Data Needs above will be incorporated into the environmental document.

If, based on the technical analyses, the proposed project may result in an impact that cannot be reduced to a less than significant level, LSA will immediately apprise the City of the issue and work proactively with City staff to identify: (1) additional measures, project changes, or design features that may reduce the potential impact to a less than significant level; or (2) the most expedient method of providing appropriate environmental clearance under CEQA.

LSA will also prepare a Mitigation Monitoring and Reporting Program (MMRP) in accordance with State CEQA Guidelines Section 15097 for use in ensuring implementation of the mitigation measures for the project.

*Deliverable: Screencheck IS/MND for City Review*

#### **Task 4b – Draft IS/MND for Public Review**

Following receipt of the City's comments on the Screencheck Draft IS/MND, LSA will complete necessary revisions and resubmit the Draft IS/MND for City approval. LSA will provide the preprint version of the Draft IS/MND to City staff for a limited final review prior to printing. The purpose of submitting this preprint version will be to review the changes to the document, resolve any remaining questions that arise from

comments, and verify that the City, as Lead Agency, is satisfied that the Draft IS/MND meets minimum requirements under CEQA.

Once the preprint Draft IS/MND is approved for public review, the City will handle printing and distribution of the document (on CD) to a distribution list for the project that is developed by LSA with City staff input. This distribution list will include responsible agencies and other relevant public agencies. The distribution list does not include preparation of a "radius distribution list" for private addresses (i.e., neighbors). If such a list is desired, it can be prepared and provided at an additional cost. The City will also provide 15 electronic copies of the document (on CD) to the State Clearinghouse for distribution to State agencies.

The City will prepare a Draft Notice of Intent (NOI) regarding the availability of the Draft IS/MND for public review. The City will be responsible for publication of the public notice in a general-circulation newspaper. In addition, the City will file the NOI with the County Clerk-Recorder to begin the required public review period. The City will be responsible for providing checks for all necessary filing fees required by the County Clerk-Recorder. The City will also prepare and file a Notice of Completion (NOC) with the State Clearinghouse.

**Deliverables: Draft IS/MND for public review including:**

- 1 electronic pre-print version for City review
- 1 electronic final version for City use to print hard copies and prepare CDs

**Task 4c – Final IS/MND (including Responses to Comments)**

LSA will prepare written responses to comments received on the Draft IS/MND that raise substantive environmental issues and then submit the responses for review to City staff after the close of the public comment period. The City will be responsible for preparing responses to any public comments received on Aesthetics, Hazardous Waste, Hydrology/Water Quality, Noise, Transportation, and Utility Relocations. If a large number of comments are received or comments require additional technical analysis by LSA, then LSA will submit a proposed scope and budget for the City's authorization before proceeding.

Any revisions to the IS/MND will be marked in the text by a line in the margin. Responses to comments and associated changes to pages of the IS/MND will be submitted to the City for one round of review.

After the proposed Final IS/MND has been reviewed by the City, LSA will prepare a final MMRP in accordance with State CEQA Guidelines Section 15097 for use in ensuring implementation of the mitigation measures for the project. The MMRP will list all mitigation measures presented in the IS/MND and identify the City department that will be responsible for monitoring and/or implementing each mitigation measure.

Following the City's approval of the IS/MND, the City will prepare and file a Notice of Determination (NOD) with the County Clerk-Recorder. The City shall provide a check for all necessary filing fees to be submitted to the County Clerk-Recorder with the NOD.

**Budgeting Methodology and Cost Control**

Our method for budgeting this project has been to scope all required tasks to meet the minimum requirements for CEQA compliance. Cost control will be implemented through: (1) weekly budget status reviews by LSA's Project Manager after timesheets have been posted in LSA's project management system,

(2) not starting technical analyses until the Project Description is approved, and (3) avoiding "scope creep" that results from analyzing incremental changes to the project design.

**Critical Design Issues That Could Affect the Environmental Scope**

Based on our experience on the I-215/Pascentia Avenue Interchange Project, it is critical that the Project Engineer thoroughly study and design appropriate drainage for the project, and then meet with the Riverside County Flood Control District to obtain their concurrence on the proposed drainage design.

**EXHIBIT "B"**

**SPECIAL REQUIREMENTS**

**There are no special requirements.**



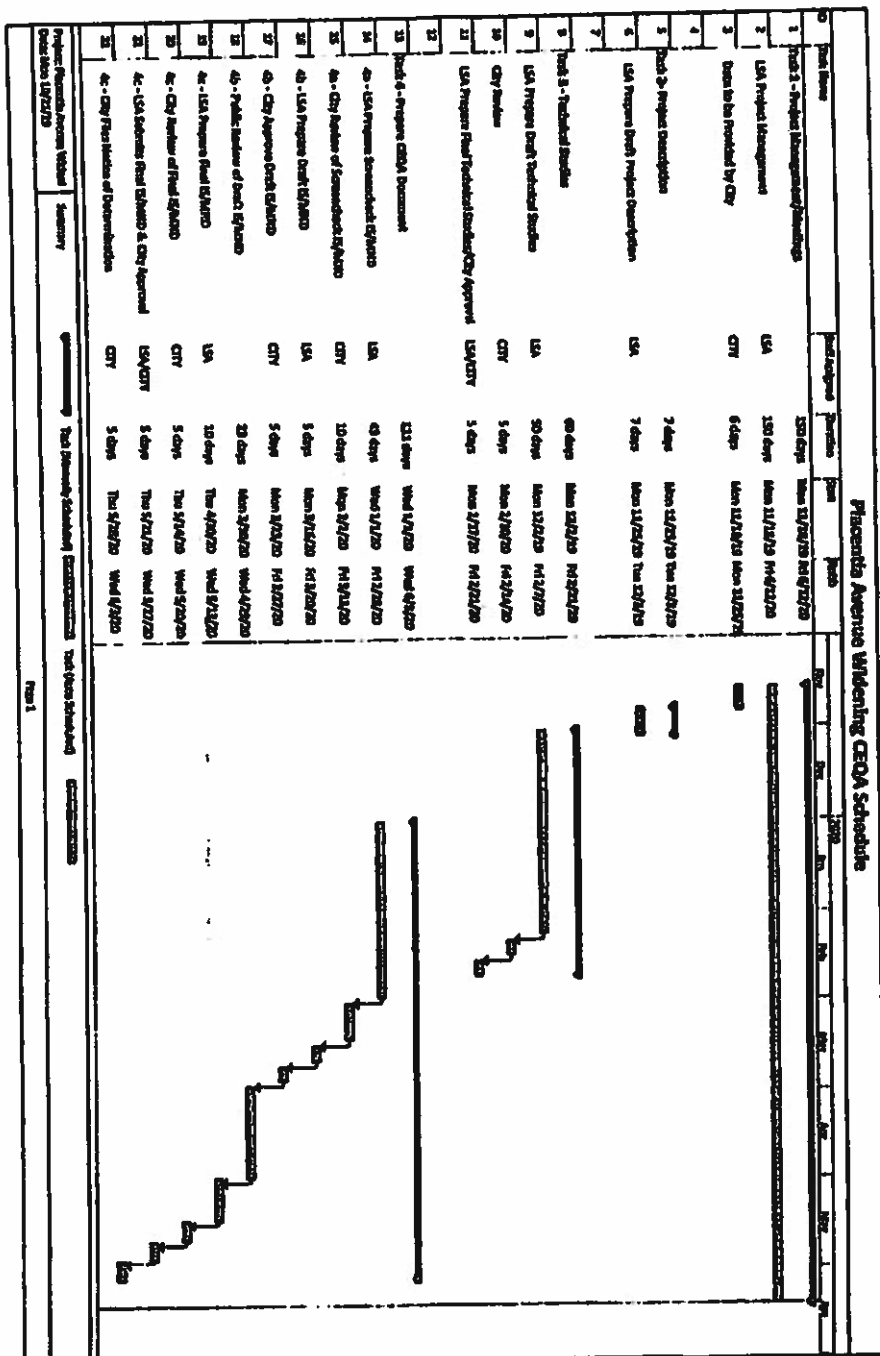
LSA Cost Proposal

Task LSA	Rate	Hours	Total LSA
Principal in Charge (Glen Kachern)			
Project Manager (Robert Dunbar)			
Assistant Environmental Engineer (Garrison Williams)			
Principal - Transportation (Tony Fazio)			
Transportation Manager (Anthony Martinez)			
Transportation Engineer (Dennis Tan)			
Principal - Air Quality (Randy Fischer)			
Senior Air Quality Specialist (David Brugg)			
Senior Noise and Vibration Specialist (Liam Liu)			
Noise Analyst (Tony Krupa)			
Principal - Biology (Art Kucharski)			
Biological Resources Task Manager (Wendy Davis)			
Associate Biology (Gentry Berman)			
Records - Hydrology (Dennis Vard)			
Principal - Cultural (Lyle Sanger)			
Associate - Cultural (Cathy Tibbet)			
Archaeologist (Amy Decker)			
Researcher - Cultural (Jim Bell)			
Archaeologist (Kathleen Linton)			
Associate - Archeology (Graham McLeod)			
Prehistorologist (Garry Woodard)			
Senior GIS Specialist (Tom Patten)			
Geographic Technician (Gina Patten)			
Senior Word Processor (Charles Vigna)			
Technical Editor (Laurie Johnson)			
Administrative Assistant (Dina Touge)			
Total LSA Hours			

Exhibit "C"  
Page 2

EXHIBIT "D"

SCHEDULE OF PERFORMANCE





# CITY OF PERRIS

Human Resources and Risk Management  
Contract Insurance Requirements Checklist

101 North "D" Street  
Perris, California 92570  
Tel: (951) 943-6100  
Fax: (951) 943-4246

This form contains general guidelines for ensuring proper insurance limits and endorsements for standard contracts. The guidelines may not be appropriate for high risk contracts or special situations. Please consult the Human Resources and Risk Management Division if you are uncertain of the insurance requirements for any specific contract.

Date of Contract		Project Start/End Date:	
<b>Project Description:</b>			
<b>Contract Type</b>	<input type="checkbox"/> Construction Contractor Requires 1, 1A, 2, 3, 5, 6 <input type="checkbox"/> Vendor/Supplier Requires 1		<input type="checkbox"/> Construction (w/construction risks) Requires 1, 1A, 2, 3, 6 <input type="checkbox"/> Consultant Requires 1, 1A, 2, 6, 7
	<input type="checkbox"/> Space Rental/Lessee Requires 1, 4, 6 <input type="checkbox"/> Environmental Contract Requires 1, 1A, 2, 6, 8		Other (Please Explain):
<b>Limit Insurance Guidelines</b>			
	High Risk	Medium Risk	Low Risk
<b>1. General Liability Commercial</b>	\$ 5 million	\$2 million	\$1 million
	\$ 10 million	\$5 million	\$2 million
			Basis
			Occurrence
			Aggregate
			1. A) Other Provision
			Including operations, products and completed operations, as applicable.
			Amount Authorized
			\$1 million
			\$2 million
<b>2. Automobile Liability</b>	\$1,000,000 per accident for bodily injury and property damage. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).		
<b>3. Builder's Risk/Course of Construction</b>	Completed value of the project with no coinsurance penalty provisions. For projects with construction risks, policies shall name the City as a loss payee and the insurer shall waive all rights of subrogation against the City.		
<b>4. Property Insurance</b>	Full replacement cost with no coinsurance penalty provision.		
<b>5. Workers' Compensation</b>	As required by the State of California, with employers liability limits no less than \$1,000,000 per accident for all covered losses.		
<b>6. Employer's Liability</b>	\$1,000,000 per accident for bodily injury or disease.		
<b>7. Professional Liability/Errors and Omissions Liability</b>	\$1,000,000 per occurrence.		
<b>8. Pollution and/or Asbestos Pollution Liability and/or Error and Omissions</b>	\$1,000,000 each occurrence/\$2,000,000 policy aggregate.		
<b>Other Insurance Provisions (for General Liability and Automobile Liability):</b>			
GENERAL LIABILITY. Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. General Liability coverage shall be provided in the form of an Additional Insured endorsement to the contractor's insurance policy, or as a separate owner's policy. Equivalent in coverage scope to (ISO) form CG 00 01 with an edition date prior to 2004.			<input type="checkbox"/> Completed
ADDITIONAL INSURED. The City, its officers, officials, employees, and volunteers are to be covered as insureds for construction contracts with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations (including pollution and/or asbestos pollution for environmental contracts), or for lessee's with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to the lessee, or as respects products of a vendor. Endorsement must be equivalent to (ISO) forms CG 20 10 11 85 or equivalent.			<input type="checkbox"/> Completed
PRIMARY AND NON-CONTRIBUTORY COVERAGE. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees, and volunteers. Any insurance or self insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.			<input type="checkbox"/> Completed
WAIVER OF SUBROGATION. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors.			<input type="checkbox"/> Completed
CANCELLATION NOTICE. Each insurance policy required by this project shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.			<input type="checkbox"/> Completed
SUBCONTRACTOR COVERAGE. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to the City for review and approval. All coverages for subcontractors shall be subject to all of the requirements of the Contractor.			<input type="checkbox"/> Completed
<b>Authorizations</b>			
Project Manager:	Date	Department Manager/Head:	Date
		Risk Manager:	Date

Original – Contract Attachment

Copy – Employee's Department

Copy – Risk Management Office



# CITY OF PERRIS

## Capital Improvement Program Project Details



Project Number: **S023**  
 Project Title: **Placentia / I-215**  
 Managing Department: **City Engineer**

**Project Description and/or Justification:** Road Extension from Indian to Frontage Road.



Original Budget: 500,000  
 Budget Amendments: 3,873,291  
 Total Project Costs: 119,746  
 Available Funds: 4,253,545

Project Dates:  
 Begin: **FY 04/05**  
 Completion:

**Total Budget Additions (Deletions):** -

Funding Sources:	Fund	Project to Date Available	Plan 2018/2019	Plan 2019/2020	Plan 2020/2021	Plan 2021/2022	Total
RBBD	133	989,772	3,300,000				\$ 4,289,772
Measure A Streets	142	-					\$ -
External Cont. (RCTC)	157	3,263,773	(3,300,000)				\$ (36,227)
							\$ -
							\$ -
<b>Total:</b>		4,253,545	-	-	-	-	\$ 4,253,545

Budget Amendment Notes							
Date	Description / Action	Adopted Budget	Amendment	Amended Budget			
2002/03	Budget Measure A	500,000		500,000			
2006/07	Measure A Amendment		(5,749)	494,251			
2016/17	Measure A Amendment		(420,960)	73,291			
2016/17	RBBD Budget		1,000,000	1,073,291			
2017/18	Ext. Cont-Loan from RCTC		3,300,000	4,373,291			
	<i>(RCTC loan will need to be reimb. once proj. is completed)</i>			4,373,291			
2018/19	Ext. Cont-Loan from RCTC		(3,300,000)	1,073,291			
2018/19	RBBD Amendment		3,300,000	4,373,291			
				4,373,291			
	The city did not proceed with loan from RCTC. RBBD will be used to fund this project. Expenditures charged against EXT. Cont. for the RCTC loan will be reallocated against RBBD budget.			4,373,291			
				4,373,291			
	* Negotiation of right-of-way is being done by the City Attorney			4,373,291			
				4,373,291			
<b>Total:</b>		\$	500,000	\$	3,873,291	\$	4,373,291

# CITY OF PERRIS


## CITY COUNCIL AGENDA SUBMITTAL



**MEETING DATE:** November 12, 2019

**SUBJECT:** Goetz Road and Mapes Road Multi-Way Stop Installation

**REQUESTED ACTIONS:** Approve Installation of Interim Multi-Way Stop at the Intersection of Goetz Road and Mapes Road

**CONTACT:** Stuart E. McKibbin, City Engineer 

---

### BACKGROUND/DISCUSSION:

After recent public testimony regarding the safety of Goetz Road and Mapes Road, Councilmember Corona requested that a study be completed to recommend what could be done at the intersection. Because time is of the essence when it comes to public safety, a solution that could be implemented quickly was preferred.

Ultimately, a traffic signal will be installed at the intersection of Goetz Road and Mapes Road as part of the Goetz Road Widening Improvement project. However, construction of these improvements are anticipated to start in the summer months of 2020. Therefore, VRPA Technologies, Inc., the company that is currently working with City staff on the improvement project, investigated the intersection and looked at the volume of traffic that currently passes through the intersection.

As explained further in the attached study, VRPA Technologies, Inc. recommends a multi-way stop as an interim solution that can be installed quickly to control traffic until the installation of the traffic control signal as planned in the Goetz Road Widening Improvement project.

---

**BUDGET (or FISCAL) IMPACT:** Adopted Capital Improvements Program Sheet S-014 identifies adequate funds to install the proposed Multi-Way Stop.

---

Prepared by: Brad Brophy, Assistant City Engineer

### REVIEWED BY:

City Attorney \_\_\_\_\_  
 Assistant City Manager   
 Finance Director 

Attachment: Multi-Way Stop Justification Memorandum Prepared by VRPA Technologies, Inc.  
 CIP Sheet S-014

Consent Item



## MEMORANDUM

**TO:** Oscar D. Olmedo, Engineering Department, Tri Lake Consultants, Inc.

**FROM:** Jason Ellard, VRPA Technologies  
Erik Ruehr, VRPA Technologies

**DATE:** October 30, 2019

**RE:** Multiway Stop Warrant Analysis for City of Perris' Goetz Road Improvements

This Multiway Stop Warrant Analysis has been prepared for the purpose of analyzing existing traffic conditions at the Goetz Road and Mapes Road intersection and to determine if a multiway stop is currently warranted. The intersection is located in the southeastern portion of the City of Perris.

### INTRODUCTION

The following analysis was prepared in accordance with the California Manual on Uniform Traffic Control Devices (MUTCD) methodologies. The multiway stop warrant was performed in accordance with Chapter 2B and 4C of the latest edition of the California MUTCD. This memorandum summarizes the existing conditions, traffic data collection, and analysis of multiway stop applications and peak hour signal warrants. Figure 1 shows the location of the Goetz Road and Mapes Road intersection in proximity to the surrounding roadway network in the City of Perris. It should be noted that the peak hour traffic signal warrant can be used to determine the need for a multiway stop controlled intersection.

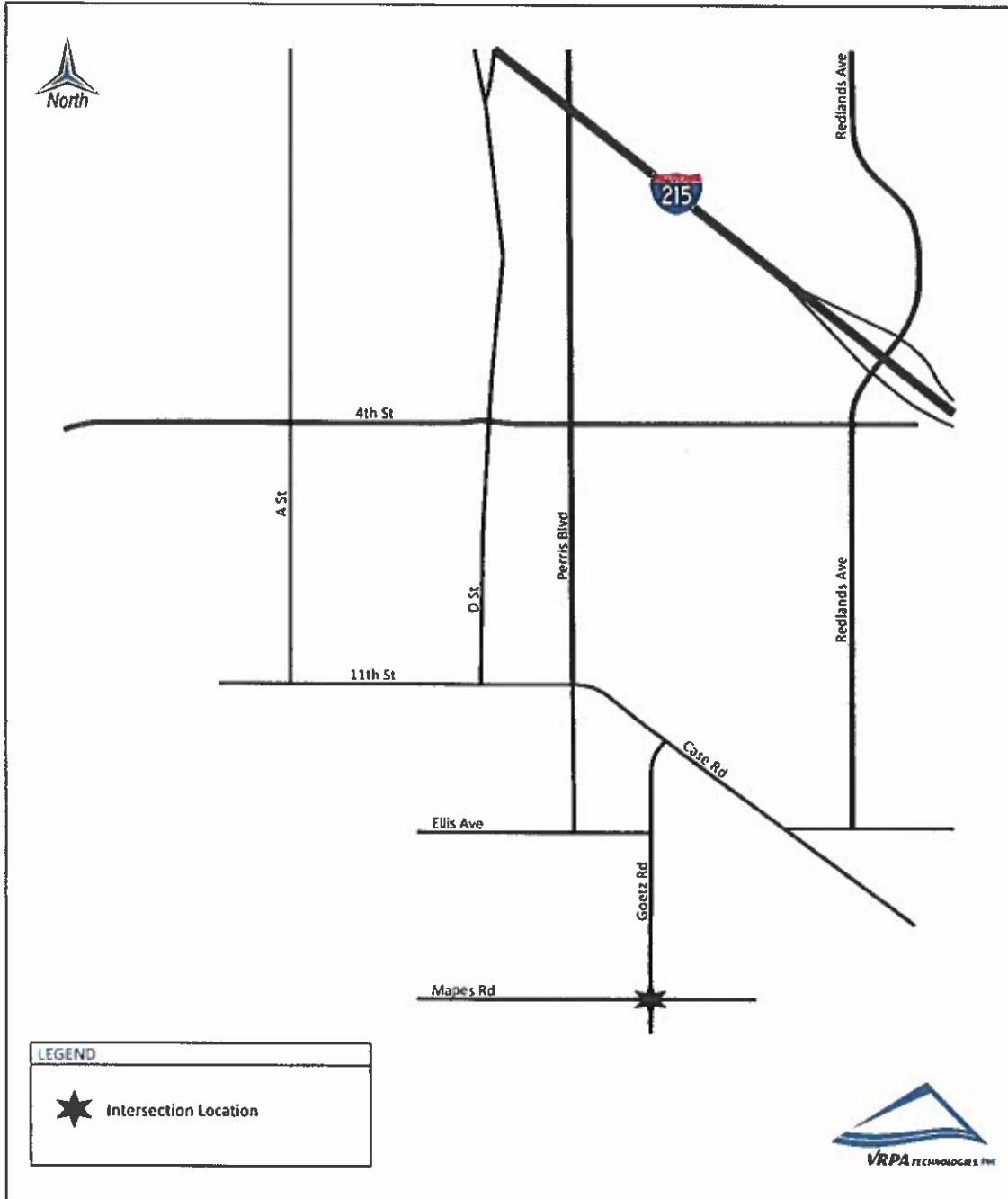
### EXISTING CONDITIONS

The first step toward multiway stop applications or traffic signal warrant analyses is to assess existing traffic conditions. Existing AM and PM peak hour turning movements at the Goetz Road and Mapes Road intersection were obtained from the Mapes Road Cultivation & Distribution Facility Traffic Impact Analysis dated June 19, 2019. Existing AM and PM peak hour turning movement counts were collected on May 9, 2019 by AimTD LLC while local schools were in session. Existing lane geometry as well as AM and PM peak hour counts are shown in Figure 2. Traffic count data worksheets are provided in Appendix A.

Arterial roadways are major highways with at least partial control of access to improve traffic movement. Arterial roadways are generally divided by direction and have multiple through lanes with turn lanes. Arterials have limited access to adjacent land uses and provide a linkage between expressways, collectors, and local streets. According to the City of Perris Circulation Element, Goetz Road is classified as a 'Primary Arterial' and Mapes Road is classified as a 'Secondary Arterial'.

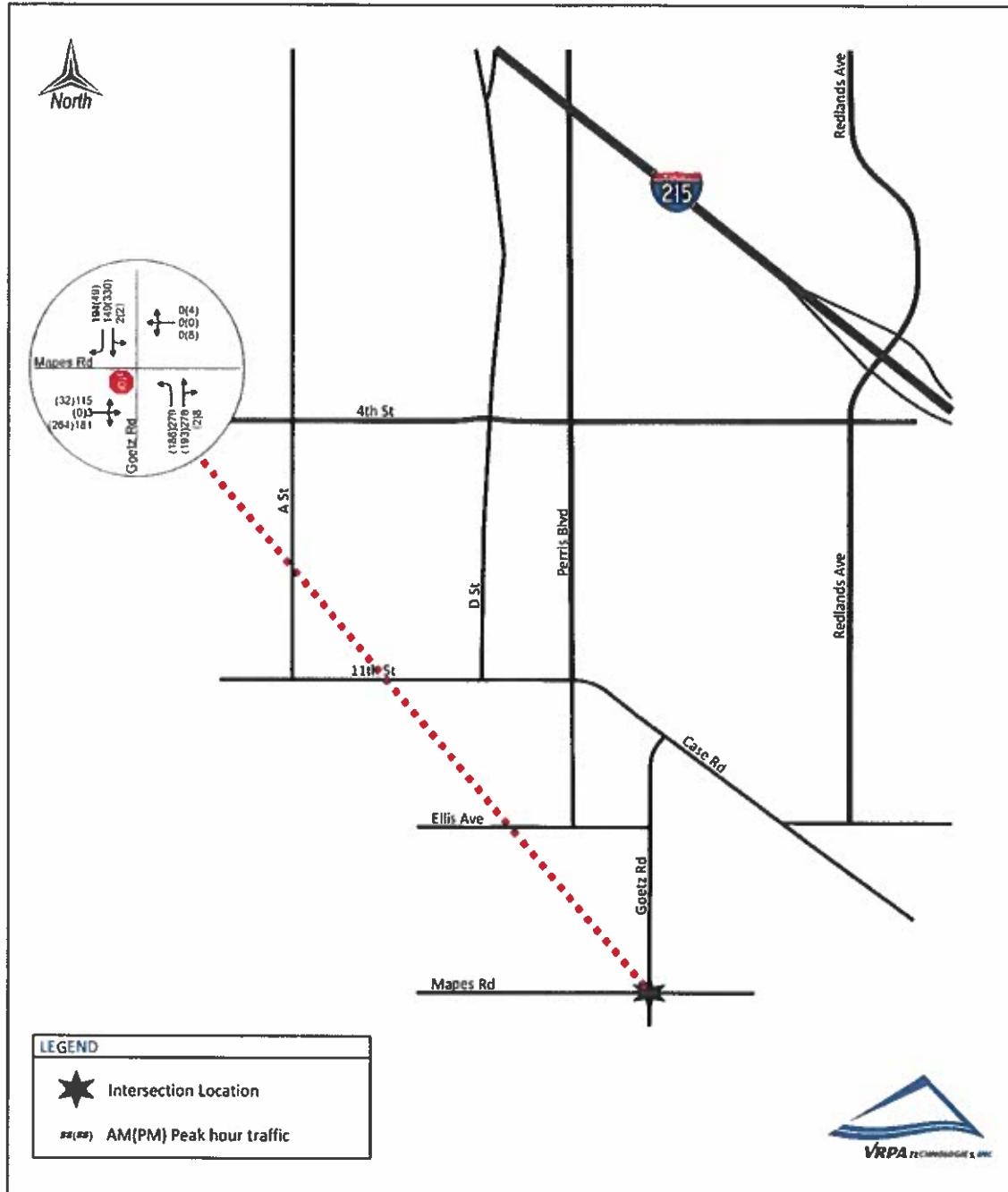
City of Perris Goetz Road Improvements Multiway Stop Analysis  
Intersection Location

Figure  
1



### City of Perris Goetz Road Improvements Multiway Stop Analysis Existing Traffic Volumes

Figure  
2



## REVIEW OF MULTIWAY STOP APPLICATIONS

A Multiway Stop may be justified if one or more of the following applies:

- A. Where traffic control signals are justified, the multiway stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.
- B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.
- C. Minimum volumes:
  1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and
  2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but
  3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.
- D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

### Multiway Stop Application

The peak hour traffic volumes presented in Figure 2 were used in determining if existing traffic volumes at the intersection of Goetz Road and Mapes Road are sufficient in satisfying the conditions of California MUTCD Warrant 3 as discussed below. As shown in Table 1, the intersection of Goetz Road and Mapes Road currently meets the California MUTCD Peak Hour Warrant criteria. Appendix B contains the summary worksheets for the peak hour warrant. The intersection of Goetz Road and Mapes Road warrants the installation of a multiway stop as an interim measure while provisions are being made for traffic installation at the intersection.

## REVIEW OF SIGNAL WARRANTS

A traffic signal may be justified if one or more of the traffic signal warrants in the latest edition of the California MUTCD is met. The signal warrants are listed below:

- ✓ Warrant 1 – Eight-Hour Vehicular Volume
- ✓ Warrant 2 – Four-Hour Vehicular Volume
- ✓ Warrant 3 – Peak Hour
- ✓ Warrant 4 – Pedestrian Volume
- ✓ Warrant 5 – School Crossing
- ✓ Warrant 6 – Coordinated Signal System
- ✓ Warrant 7 – Crash Experience
- ✓ Warrant 8 – Roadway Network
- ✓ Warrant 9 – Intersection Near a Grade Crossing

Warrant 3 was used to evaluate the intersection of Goetz Road and Mapes Road.

✓ **Warrant 3**

Warrant 3 is intended to be applied where minor street traffic suffers undue delay when entering or crossing the major street. Warrant 3 is met under two conditions:

▪ **Condition A**

Condition A is met when all three of the following statements are true for the same one-hour period of an average day.

- The total stopped time delay experienced by the stop controlled minor street approach (one approach) exceeds 4 vehicle hours for a one-lane approach or 5 vehicle hours for a two-lane approach,
- The volume on the same minor street approach equals or exceeds 100 vehicles per hour for one moving lane of traffic or 150 vehicles per hour for two moving lanes, and
- The total entering volume serviced during the hour equals or exceeds 650 vehicles per hour for intersections with three approaches or 800 vehicles per hour for intersections with four or more approaches

▪ **Condition B**

Condition B is satisfied when, for any one hour of an average day, the plotted point representing the vehicles per hour on both approaches of the major street and the corresponding vehicles per hour on the higher volume minor street approach falls above the curve provided in Figures 4C-3 or 4C-4 of the 2014 California MUTCD.

**Signal Warrant Analysis**

The peak hour traffic volumes presented in Figure 2 were used in determining if existing traffic volumes at the intersection of Goetz Road and Mapes Road are sufficient in satisfying the conditions of California MUTCD Warrant 3. As shown in Table 1, the intersection of Goetz Road and Mapes Road currently meets the California MUTCD Peak Hour Warrant criteria. Appendix B contains the summary worksheets for the peak hour warrant.

**TABLE 1**  
**Peak Hour Warrant Result**

INTERSECTION	WARRANT 3 Peak Hour Vehicular Volume
Goetz Road / Mapes Road	Warrant is satisfied

Oscar D. Olmedo  
October 30, 2019  
Page 6

#### CONCLUSIONS AND RECOMMENDATIONS

The results of the analyses show that at the intersection of Goetz Road and Mapes Road, Warrant 3 (Peak Hour) is satisfied under existing 2019 conditions. Therefore, the implementation of a multiway stop at the Goetz Road and Mapes Road intersection should be considered given the existing volume of traffic at the intersection.

Should you have any questions, feel free to contact me via one of the following 9747 Businesspark Avenue, Suite 210, San Diego, CA 92131 | Phone: (559) 271-1200 Extension 2 | Fax: (559) 271-1269 | Email: [jellard@vrpatechnologies.com](mailto:jellard@vrpatechnologies.com)

Sincerely,

A handwritten signature in black ink, appearing to read "J. Ellard". The signature is fluid and cursive, with the first name "Jason" and last name "Ellard" clearly distinguishable.

Jason Ellard, Transportation Engineer  
VRPA Technologies, Inc.



**APPENDIX A**  
**Traffic Count**  
**Data Worksheets**

# INTERSECTION TURNING MOVEMENT COUNTS

PREPARED BY: AimTD LLC. tel: 714 253 7888 cs@aimtd.com

T218

<b>DATE:</b> Thu, May 9, 19	<b>LOCATION:</b> NORTH & SOUTH: EAST & WEST:	Perris Goetz Mapes	<b>PROJECT #:</b> SC <b>LOCATION #:</b> 3 <b>CONTROL:</b> STOP E/W
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**NOTES:**

AM

PM

OTHER

← W

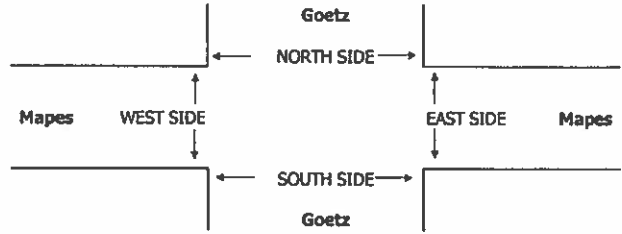
▲ N

E →

▼ S

Add U-Turns to Left Turn

	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			TOTAL	U-TURNS				
	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR		NB	SB	EB	WB	TTL
<b>LANES:</b>	1	1	0	0	1	1	0	1	0	0	1	0	0	0	0	0	0	
7:00 AM	75	63	0	0	21	13	5	0	35	0	0	0	212	0	0	0	0	0
7:15 AM	83	78	0	0	30	18	7	0	31	0	0	0	247	0	0	0	0	0
7:30 AM	94	85	2	2	32	42	21	0	41	0	0	0	319	0	0	0	0	0
7:45 AM	68	66	4	0	38	90	36	0	46	0	0	0	348	0	0	0	0	0
8:00 AM	34	49	2	0	49	44	51	3	63	0	0	0	295	0	0	0	0	0
8:15 AM	43	38	0	0	38	23	22	0	24	0	0	1	189	0	0	0	0	0
8:30 AM	29	45	2	0	28	4	27	0	33	0	0	0	168	0	0	0	0	0
8:45 AM	28	54	1	0	28	6	4	0	25	1	0	1	148	0	0	0	0	0
<b>VOLUMES</b>	454	478	11	2	264	240	173	3	298	1	0	2	1,926	0	0	0	0	0
<b>APPROACH %</b>	48%	51%	1%	0%	52%	47%	36%	1%	63%	33%	0%	67%		0	0	0	0	0
<b>APP/DEPART</b>	943	/	653	506	/	563	474	/	16	3	/	694	0					
<b>BEGIN PEAK HR</b>	7:15 AM																	
<b>VOLUMES</b>	279	278	8	2	149	194	115	3	181	0	0	0	1,209					
<b>APPROACH %</b>	49%	49%	1%	1%	43%	56%	38%	1%	61%	0%	0%	0%						
<b>PEAK HR FACTOR</b>	0.780			0.674			0.639			0.000			0.869					
<b>APP/DEPART</b>	565	/	393	345	/	330	299	/	13	0	/	473	0					
<b>4:00 PM</b>	44	40	2	1	87	11	7	0	69	0	0	0	261	0	0	0	0	0
<b>4:15 PM</b>	43	38	0	1	91	12	9	0	71	0	0	1	266	0	0	0	0	0
<b>4:30 PM</b>	41	60	1	0	71	16	6	0	61	4	0	1	261	0	0	0	0	0
<b>4:45 PM</b>	42	48	0	0	82	10	10	0	64	1	0	0	257	0	0	0	0	0
<b>5:00 PM</b>	60	47	1	1	86	11	7	0	68	3	0	2	286	0	0	0	0	0
<b>5:15 PM</b>	30	39	0	1	78	12	9	0	50	0	0	0	219	0	0	0	0	0
<b>5:30 PM</b>	38	39	0	0	61	18	9	0	51	1	0	0	217	0	0	0	0	0
<b>5:45 PM</b>	49	42	0	2	83	10	12	0	59	0	0	0	257	0	1	0	0	1
<b>VOLUMES</b>	347	353	4	6	639	100	69	0	493	9	0	4	2,024	0	1	0	0	1
<b>APPROACH %</b>	49%	50%	1%	1%	86%	13%	12%	0%	88%	69%	0%	31%		0	1	0	0	1
<b>APP/DEPART</b>	704	/	427	745	/	1,141	562	/	9	13	/	447	0					
<b>BEGIN PEAK HR</b>	4:15 PM																	
<b>VOLUMES</b>	186	193	2	2	330	49	32	0	264	8	0	4	1,070					
<b>APPROACH %</b>	49%	51%	1%	1%	87%	13%	11%	0%	89%	67%	0%	33%						
<b>PEAK HR FACTOR</b>	0.882			0.916			0.925			0.600			0.935					
<b>APP/DEPART</b>	381	/	229	381	/	602	296	/	4	12	/	235	0					



	PEDESTRIAN + BIKE CROSSINGS				
	N SIDE	S SIDE	E SIDE	W SIDE	TOTAL
7:00 AM	0	0	0	0	0
7:15 AM	0	0	0	0	0
7:30 AM	0	0	0	0	0
7:45 AM	0	0	0	0	0
8:00 AM	0	0	0	0	0
8:15 AM	0	0	0	0	0
8:30 AM	0	0	0	0	0
8:45 AM	0	0	0	0	0
<b>TOTAL</b>	0	0	0	0	0
<b>AM BEGIN PEAK HR</b>	7:15 AM				
4:00 PM	0	0	0	0	0
4:15 PM	0	0	0	0	0
4:30 PM	0	0	0	0	0
4:45 PM	0	0	0	0	0
5:00 PM	0	0	0	0	0
5:15 PM	0	0	0	0	0
5:30 PM	0	0	0	0	0
5:45 PM	0	0	0	0	0
<b>TOTAL</b>	0	0	0	0	0
<b>PM BEGIN PEAK HR</b>	4:15 PM				

	PEDESTRIAN CROSSINGS				
	N SIDE	S SIDE	E SIDE	W SIDE	TOTAL
7:00 AM	0	0	0	0	0
7:15 AM	0	0	0	0	0
7:30 AM	0	0	0	0	0
7:45 AM	0	0	0	0	0
8:00 AM	0	0	0	0	0
8:15 AM	0	0	0	0	0
8:30 AM	0	0	0	0	0
8:45 AM	0	0	0	0	0
<b>TOTAL</b>	0	0	0	0	0
<b>AM BEGIN PEAK HR</b>	7:15 AM				
4:00 PM	0	0	0	0	0
4:15 PM	0	0	0	0	0
4:30 PM	0	0	0	0	0
4:45 PM	0	0	0	0	0
5:00 PM	0	0	0	0	0
5:15 PM	0	0	0	0	0
5:30 PM	0	0	0	0	0
5:45 PM	0	0	0	0	0
<b>TOTAL</b>	0	0	0	0	0
<b>PM BEGIN PEAK HR</b>	4:15 PM				

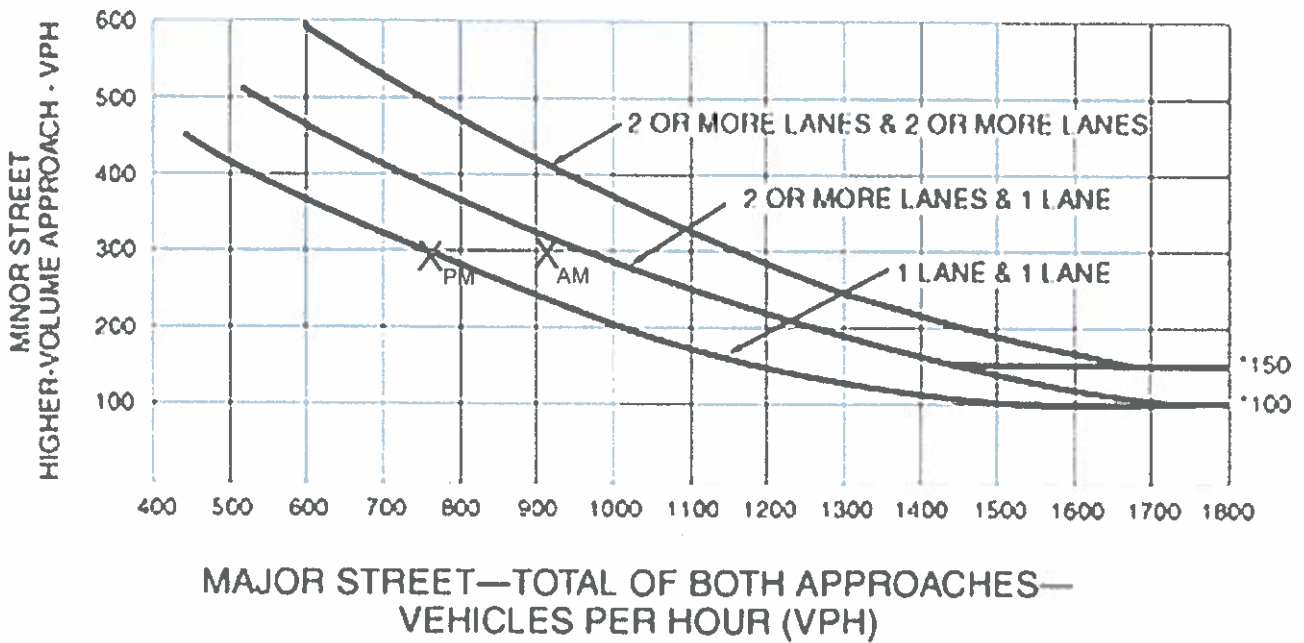
	BICYCLE CROSSINGS				
	N SIDE	S SIDE	E SIDE	W SIDE	TOTAL
7:00 AM	0	0	0	0	0
7:15 AM	0	0	0	0	0
7:30 AM	0	0	0	0	0
7:45 AM	0	0	0	0	0
8:00 AM	0	0	0	0	0
8:15 AM	0	0	0	0	0
8:30 AM	0	0	0	0	0
8:45 AM	0	0	0	0	0
<b>TOTAL</b>	0	0	0	0	0
<b>AM BEGIN PEAK HR</b>	7:15 AM				
4:00 PM	0	0	0	0	0
4:15 PM	0	0	0	0	0
4:30 PM	0	0	0	0	0
4:45 PM	0	0	0	0	0
5:00 PM	0	0	0	0	0
5:15 PM	0	0	0	0	0
5:30 PM	0	0	0	0	0
5:45 PM	0	0	0	0	0
<b>TOTAL</b>	0	0	0	0	0
<b>PM BEGIN PEAK HR</b>	4:15 PM				

	BICYCLE CROSSINGS				
	NS	SS	ES	WS	TOTAL
7:00 AM	0	0	0	0	0
7:15 AM	0	0	0	0	0
7:30 AM	0	0	0	0	0
7:45 AM	0	0	0	0	0
8:00 AM	0	0	0	0	0
8:15 AM	0	0	0	0	0
8:30 AM	0	0	0	0	0
8:45 AM	0	0	0	0	0
<b>TOTAL</b>	0	0	0	0	0
<b>AM BEGIN PEAK HR</b>	7:15 AM				
4:00 PM	0	0	0	0	0
4:15 PM	0	0	0	0	0
4:30 PM	0	0	0	0	0
4:45 PM	0	0	0	0	0
5:00 PM	0	0	0	0	0
5:15 PM	0	0	0	0	0
5:30 PM	0	0	0	0	0
5:45 PM	0	0	0	0	0
<b>TOTAL</b>	0	0	0	0	0
<b>PM BEGIN PEAK HR</b>	4:15 PM				

**APPENDIX B**  
**California MUTCD**  
**Traffic Signal Warrant Worksheets**

# Goetz Road / Mapes Road Intersection

Figure 4C-3. Warrant 3, Peak Hour



\*Note: 150 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 100 vph applies as the lower threshold volume for a minor-street approach with one lane.

LEGEND	
$X_{AM}$	$X_{PM}$ Existing

# CITY OF PERRIS

## Capital Improvement Program Project Details



Project Number: **S014**  
 Project Title: **Goetz Road Intersections**  
 Managing Department: **City Engineer**

**Project Description and/or Justification:** Improvements at intersections of Mountain Ave/Goetz and Malbert/Goetz including Removal/Replacement of Concrete Cross Gutters.



Original Budget: 94,560  
 Budget Amendments: 13,091,671  
 Total Project Costs: 447,213  
 Available Funds: 12,739,018

Project Dates:  
 Begin: FY 04/05  
 Completion:  
**Total Budget Additions (Deletions): 4,794,100**

Funding Sources:	Fund	Project to Date Available	Plan 2018/2019	Plan 2019/2020	Plan 2020/2021	Plan 2021/2022	Total
RBBB - DIF	133	2,500,000	2,481,709				\$ 4,981,709
Gas Tax	136	997,568					\$ 997,568
Measure A Streets	142	532,770					\$ 532,770
Ext. Cont. Infrastructure Fee	157	1,704,400	2,312,391				\$ 4,016,791
Developer Agreements	163	210,180					\$ 210,180
Transportation DIF	163	2,000,000					\$ 2,000,000
<b>Total:</b>		<b>7,944,918</b>	<b>4,794,100</b>	-	-	-	<b>\$ 12,739,018</b>

### Budget Amendment Notes

Date	Description / Action	Adopted Budget	Amendment	Amended Budget
2002/03	Budget Measure A	94,560		94,560
2008/09	Budget Dev Agmnts Xfr from S-50		297,571	392,131
2015/16	Budget Transportation DIF Budget		1,000,000	1,392,131
2015/16	Budget Gas Tax		1,000,000	2,392,131
2016/17	Ext. Contributions Infrastructure		1,000,000	3,392,131
2016/17	Transportation DIF		1,000,000	4,392,131
2016/17	RBBB DIF Amendment		500,000	4,892,131
2017/18	RBBB DIF Amendment		2,000,000	6,892,131
2017/18	Measure A Mgt Amendment		500,000	7,392,131
2017/18	Ext. Contributions Infrastructure		1,000,000	8,392,131
	Intersection of Goetz and Mountain Complete			8,392,131
2018/19	xfr from S090 Infrastructure		518,291	8,910,422
2018/19	Ext. Contributions TUMF		1,794,100	10,704,522
2018/19	RBBB DIF Amendment		2,481,709	13,186,231
	<b>Total:</b>	<b>\$ 94,560</b>	<b>\$ 13,091,671</b>	<b>\$ 13,186,231</b>



# CITY OF PERRIS

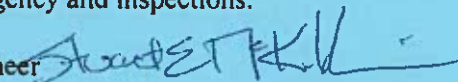
## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** November 12, 2019

**SUBJECT:** Perris Boulevard Median and Parkway Landscape Improvements  
(Between Orange Avenue and Placentia Avenue)

**REQUESTED ACTIONS:** Award contract with Conserve LandCare for landscape construction services for the Perris Boulevard Median and Parkway Landscape Improvements; Reject all other bids; Authorize the City Manager to execute the contract services agreement; Authorize an additional budget of \$183,000 from Fund 136 (Gas Tax) for construction, contract administration, contingency and inspections.

**CONTACT:** Stuart E. McKibbin, City Engineer 

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#### BACKGROUND/DISCUSSION:

The Perris Boulevard Median and Parkway Landscape Improvements Project will install irrigation and landscaping in the medians and parkway. The project is located on Perris Boulevard between Orange Avenue and Placentia Avenue. City of Perris Engineering Department advertised the project on September 24, 2019 via Active Bidder. The bid opening was on October 21, 2019.

There were six bids ranging from \$274,226.25 to \$398,621.65. Conserve LandCare was the lowest bidder of six with the amount of \$274,226.25. City staff checked the references for Conserve LandCare from past median landscape and irrigation projects they have completed for Yorba Linda, Colton, and Newport Beach. Each city provided satisfactory comments.

The landscape construction plans were prepared by JE Design Consultants. Traffic control plans will be prepared by Conserve LandCare. Conserve LandCare is required to submit traffic control plans from a registered traffic engineer to City Engineering Department.

The construction is expected to begin January 6, 2020 and continue for a maximum of 60 calendar days.

The adopted budget for this project is \$140,000 from external contributions. Subsequently, Public Works requested that median landscaping also be included in the project. Therefore, staff recommends additional funds from Gas Tax be authorized to cover the higher construction cost. Moreover, 15% of the bid amount should be authorized to cover contingencies, contract administration, and inspection. The total recommended budget adjustment is \$183,000.

---

**BUDGET (or FISCAL) IMPACT:** \$140,000 is available from External Contributions identified on CIP Sheet S121. \$183,000 from Fund 136 (Gas Tax) shall be allocated to cover additional construction costs and soft costs. This would increase the budget by 130% to \$323,000.

---

Prepared by: Tim Hamlin, Administrative Assistant  
01006.0099/535159.1

**REVIEWED BY:**

City Attorney \_\_\_\_\_  
Assistant City Manager   
Finance Director ER

Attachment: Bid Results Summary  
CIP Sheet S121

Consent Item

## Perris Boulevard Median and Parkway Landscape Improvements Project

Post Date: 09/24/2019 12:44 PDT

Due Date: 10/21/2019 before 14:00 PDT

Estimated Value: \$270,000

## Results / 6 total

#	Name	Company	Address	Phone	Amount	Submitted	Status
1	Rocker, Kevin	Conserve LandCare	72265 Manufacturing Rd. Thousand Palms , CA 92276	760-343-1433	\$274,226.25	10/21/2019 13:44:20	Apparent Low Bidder
2	Leidenfrost, Tyler	Bill and Daves Landscape Maintenance Inc.	32750 Keller Rd Winchester , CA 92596	951-943-6455	\$285,957.5	10/21/2019 13:27:37	
3	Pendleton, Paul	Promised Land Nursery	25485 Palomar Rd PO Box1187 Menifee, Ca 92585	909 856-3078	\$297,777.77	10/21/2019 10:58:46	
4	Zavala, Hector	KASA Construction, Inc.	15148 Sierra Bonita Lane Chino, CA 91710	909-457-8260	\$314,873.25	10/21/2019 13:47:45	
5	Holt, Stacy	Three Peaks Corp	1025 Calimesa Boulevard 6 Calimesa, CA 92320	9095345568	\$335,995.25	10/21/2019 13:09:29	
6	Ta, Hue	Marina Landscape, Inc.	3707 West Garden Grove Orange, CA 92868	714-939-6600	\$398,621.65	10/21/2019 09:07:21	







# CITY OF PERRIS


8.F.

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:** November 12, 2019

**SUBJECT:** Construction of a New Home with Attached Garage on East 10<sup>th</sup> Street

**REQUESTED ACTIONS:** Approve Public Works Construction Contract from Mormar Development, Inc. for the Construction of a New Home with Attached Garage on East 10<sup>th</sup> Street. Authorize the Mayor to execute the contract.

**CONTACT:** Stuart E. McKibbin, City Engineer 

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### BACKGROUND/DISCUSSION:

The City applied for the Neighborhood Stabilization Program funding through the Department of Housing and Urban Development in March 2011. The goal of this program is to assist in the redevelopment of foreclosed/abandoned or vacant properties. The construction of a new home with attached garage on East 10<sup>th</sup> Street project was approved on March 20, 2019 by the City of Perris Planning Division. The proposed project is found to be categorically exempt pursuant to Article 19 Section 15303 Class 3 (a) of CEQA on August 15, 2019.

City of Perris Engineering Department went through two bid advertisements for the project without receiving a responsive bid. At the October 29, 2019 meeting, Council directed staff to secure procurement by non-competitive proposals.

On October 30, 2019 staff requested a proposal from Mormar Development, Inc. to construct the project (1,883 square feet of single family house, garage, and porch). Mormar's proposal dated October 30, 2019 is to complete the work within six months of the issuance of the Notice to Proceed at a cost of \$214,500.

Mormar Development, Inc. has constructed houses in the region and are qualified to perform the work. The cost proposal is right at the regional average for this type of project and is acceptable to the City.

Curb, gutter, and sidewalk at this location will be included as part of future City of Perris' Pedestrian Improvements Project.

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**BUDGET (or FISCAL) IMPACT:** Funds for this project are allocated under the City's NSP and Housing Authority Budget and will not affect the General Fund.

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Prepared by: Tim Hamlin, Administrative Assistant

**REVIEWED BY:**

City Attorney \_\_\_\_\_  
Assistant City Manager \_\_\_\_\_  
Finance Director ER 

**Attachment: Cost Proposal from Mormar Development  
RFP Package (cover letter, RFP Instructions, RFP Project Requirements, Public  
Works Construction Contract, Contract Insurance Requirements Checklist)  
CIP Sheet H002**

**Consent Item**

MORMAR DEVELOPMENT INC.

7405 AMESTOY ROAD  
OAK HILLS CA 92344

# PROPOSAL

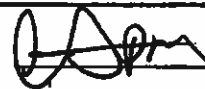
Date	Estimate #
10/30/2019	131

Name / Address
City of Perris

P.O. No.	Terms	Project
129 EAST 10TH S...		10th Street East

Description	Total
<p>THIS PROPOSAL IS TO CONSTRUCT A 1241 FT SINGLE FAMILY RESIDENCE, INCLUDING 457 SQ FT GARAGE, AND 184 SQ FT PORCH AREA . PROPERTY LOCATION: 129 EAST 10TH STREET PERRIS, CA 92570. BID REFERENCE #P8-1334</p> <p>PROPOSAL IS BASED ON APPROVED PLAN AND SPECS PROVIDED BY THE CITY OF PERRIS. PERMIT # PMT 19-01507</p> <p>THE DURATION OF THE PROJECT WILL BE 6 MONTHS STARTING FROM THE ISSUANCE OF NOTICE TO PROCEED NOVEMBER 14, 2019</p> <p>THIS PROPOSAL EXCLUDES THE FOLLOWING:  ANY AND ALL CITY FEES, WATER METER.  SCHOOL FEES  UTILITY FEES  RELOCATING OF NEIGHBORS FENCE, IF NECESSARY.  REMOVE OF EXISTING DRIVEWAY AND THE CONSTRUCTION OF A NEW CURB AND GUTTER AS SPECIFIED ON THE PLANS BY OTHERS.  THE CONSTRUCTION OF A NEW SIDEWALK AS SPECIFIED ON THE PLAN BY OTHERS.</p> <p>THIS PROPOSAL IS GOOD FOR 30 DAYS</p>	214,500.00
Thank you for your business.	<b>Total</b> \$214,500.00

Signature





# CITY OF PERRIS

STUART E. MCKIBBIN, CITY ENGINEER

## *RFP*

### *Construction of Single Story Home with Attached Garage on East 10<sup>th</sup> Street (P8-1334)*

The City of Perris is requesting a proposal from Mormar Development Inc. (respondent) to construct a single story home with attached garage on East 10<sup>th</sup> Street, plans for which are included with this RFP.

The City desires that the City Council approve the contract at the November 12, 2019 Council meeting.

The following documents are included in the RFP for aid in your response

- A. Request for Proposal Instructions
- B. Request for Proposal Project Requirements
- C. Contract Template
- D. Contract Insurance Requirements Checklist
- E. Plans

The enclosed documents shall be used for purpose with following exceptions:

- No prevailing wage is required.
- To the extent possible, City Staff will assist the Contractor to complete the HUD required forms. The Contractor however is responsible to submit all documents and insure full compliance.

The Proposal will be reviewed by City of Perris staff to verify compliance with minimum requirements set forth in the RFP.

Negotiations regarding agreement terms, conditions, scope of work, and pricing may or may not be conducted with Respondent. Therefore, the proposal submitted should contain the Respondent's most favorable terms and conditions. If City of Perris staff engages the Respondent in negotiations and satisfactory agreement provisions cannot be reached, then negotiations may be terminated, and the City may elect to solicit a proposal from another firm.

For questions regarding the project, please contact Tim Hamlin at 951-943-6504.

## **PART A - PROPOSAL INSTRUCTIONS**

### **Packaging**

Proposals shall be enclosed in a sealed package. Respondent's name and address shall appear in the upper left-hand corner of the package. All Proposals shall be identified with 10<sup>th</sup> Street Residential House legibly written on the outside of the package(s). If multiple packages are submitted, each package must be legibly numbered, i.e, 1 of 3, as required.

### **Submittal**

1. Respondent shall submit a hard copy of their Proposal as follows: one (1) hard copy original in a three-ring soft binder clearly marked as "Original" on the outside cover with an original signature and 1 CD containing the Proposal in a single file in PDF format to the following address.

Tri Lake Consultants, Inc.  
24 South D Street, Suite 100  
Perris, CA 92570

Attn: Timothy Hamlin, Administrative Assistant

2. The hard copy proposal shall consist of:

- A. Executive Summary Letter
- B. Project Schedule
- C. Cost Proposal

3. Executive Summary Letter -

This letter shall be a brief formal letter from Respondent that provides information regarding the firm and its ability to perform the requirements of this RFP. This letter must include the following information: company name, address, contact person, telephone number, and e-mail address.

Respondent shall include in The Executive Summary Letter this section either a statement of compliance with all parts of this solicitation (terms and conditions, scope of services, sample agreement, etc.) or a list of exceptions. The list of exceptions must include: suggested rewording/changes; reasons for submitting the proposed exception; and any impact the proposed exception may have on the services to be provided.

Respondent shall state in the Executive Summary letter their willingness and ability to provide the required insurance coverage. Insurance requirements are listed in Contract Insurance Requirements Checklist herein and in the Sample Agreement.

Respondent shall submit herein a list of any subconsultants they intend to contract with to provide the services described in this RFP. All work to be completed by subconsultants shall be clearly defined.

#### 4. Project Schedule

Provide a detailed schedule that identifies work activity periods for individual tasks/subtasks and project milestone dates. Schedule shall incorporate all necessary review time for deliverables.

#### 5. Cost Proposal

Based on its understanding and recommendations, Respondent shall submit a fixed-price cost proposal reflecting a bottom-line price to deliver all the services and equipment requested under this solicitation. Respondent shall provide sufficient detail/description in its cost proposal for the City to evaluate the overall quality of the proposed service. Respondent's cost proposal will be reviewed for reasonableness of costs.

## **PART B - REQUEST FOR PROPOSAL PROJECT REQUIREMENTS**

### **SECTION 1**

The Project includes constructing a new 1,241 square-foot single family detached home on a vacant property located at APN: 313-272-005 (129 East 10<sup>th</sup> Street Perris, CA 92570). The unit would provide three bedrooms and two bathrooms with a detached garage.

**THIS PROJECT IS FEDERALLY FINANCED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (24 CFR, PART 570) AND SUBJECT TO CERTAIN REQUIREMENTS, COMPLIANCE WITH SECTION 3 AFFIRMATIVE ACTION REQUIREMENTS, EXECUTIVE ORDER 11246 AND OTHERS. THE AFOREMENTIONED IS DESCRIBED IN THE "SPECIAL FEDERAL PROVISIONS" OF THE SPEC. ADDITIONAL INFORMATION PERTAINING TO THE FEDERAL REQUIREMENTS IS ON FILE WITH THE CITY OF PERRIS DEPARTMENT OF PUBLIC WORKS-ENGINEERING ADMINISTRATION DIVISION.**

#### **Housing Rehabilitation Standards/New Construction Standards:**

This project is funded by the Neighborhood Stabilization Program (NSP). At a minimum, NSP grantees must follow the adopted California Green Building Code available for preview at [http://www.documents.dgs.ca.gov/bsc/CALGreen/2010 CA Green Bldg.pdf](http://www.documents.dgs.ca.gov/bsc/CALGreen/2010_CA_Green_Bldg.pdf). All City of Perris Housing Rehabilitation Programs will follow the standards listed below.

All Gut Rehabilitation or new construction (i.e. general replacement of the interior of a building that may or may not include changes to structural elements such as flooring systems, columns or load bearing interior or exterior walls) of residential buildings up to three stories must be designed to meet the standard of Energy Star Qualified New Homes.

All gut rehabilitation or new construction of mid- or high-rise multi-family housing must be designed to meet American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) Standard 90. 1-2004, Appendix G plus 20 percent (which is the Energy Star standard for multifamily buildings piloted by the Environmental Protection Agency and the Department of Energy).

Water efficient toilets, showers, and faucets, such as those with the Water Sense label, must be installed.

#### **DEPARTMENT OF INDUSTRIAL LABOR RELATIONS CONTRACTOR REGISTRATION.**

**Contractors must be registered and qualified with the California Department of Industrial Relations, in accordance with Labor Code 1771.1(b). All proposals must include proof of current, valid registration and qualification status with the Department of Industrial Relations.**



## **SECTION 2**

1. The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Agency or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.
2. Bonds and Insurance Certificates must be in the form required by the Agency (substitutions may be permitted at the Agency's discretion). The Bond Company must be authorized to do business in the State of California.
3. The Contractor will be required to submit a certificate of insurance and additionally insured endorsement and waiver of subrogation forms which indemnifies the Agency, and waives all rights of recovery from the Agency for any damage to any of the work resulting from fire, explosion, vandalism, water, malicious mischief, collapse, riot, aircraft, smoke, or any acts of God, and other occurrences and forms of insurance as required by the Agency's Risk Management Department.
4. A Payment Bond and a Contract Performance Bond (on the required form), each in the amount of one hundred percent (100%) of the Contract Price, with a corporate surety approved by the Agency, will be required for the faithful performance of the Contract.
5. Attorneys-in-fact who sign Payment Bonds and Contract Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.
6. Progress Payments will be made to the Contractor in accordance with the provisions of the Specifications and on itemized estimates duly certified and approved by the Agency submitted in accordance therewith, based on labor and materials incorporated into said work during the preceding month by the Contractor, unless otherwise specified by the Labor Compliance Officer.
7. After negotiation, the Contractor will be required to execute the Contract and submit the Payment Bond, Contract Performance Bond, Insurance Certificates and Insurance Endorsements on the required forms.
8. Pursuant to Government Code §4590, the Contractor may substitute equivalent securities for retention amounts, which this Contract requires. However, the Agency reserves the right to solely determine the adequacy of the securities being proposed by the Contractor and the value of those securities.
9. The Agency, within ten (10) days of receipt of acceptable Labor and Material Payment Bond, Contract Performance Bond, Insurance Certificates, insurance endorsements and waivers of subrogation, and Contract signed by the Contractor, shall sign the Contract and return to Contractor an executed duplicate of the Contract.

10. Notice to Proceed to start construction (mandatory) is for \_\_\_\_\_  
Should there be reasons why the Notice to Start cannot be issued for this date by City, the time may be extended by the Agency. If the Notice to Proceed has not been issued within the forty-five (45) day period or within the period mutually agreed upon, the Contractor may terminate the Contract without further liability on the party.
11. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.
12. Mormar is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. Failure or omission of Mormar to do any of the foregoing shall in no way relieve Mormar for any obligation in respect to his proposal.
13. Further, the Responder agrees to abide by the requirements under Executive Order No. 11246 (Equal Employment Opportunity Clause), as amended, California Labor Code 1410 et. Seq., California Labor Code 1777.6, and implement Agency regulations concerning equal opportunity for apprentices.
14. Contractor shall supply the names and address of Subcontractors as set forth in the Proposal.
15. Contractor shall obtain a City Business License prior to commencing any work within City limits. The license can be obtained at 135 North "D" Street, Perris, CA 92570.
16. Pursuant to Section 1740 of the California Labor Code, Responder is notified that the said wage rates shall be subject to modification to comply with revisions in Federal Minimum Wage schedules without necessity of republication.
17. Responder understands and agrees to hold his original proposal prices, without change, for a period of forty-five (45) days from the date proposals is submitted.
18. To the extent permissible under Federal policy or regulation applicable to this project, the Contractor shall be permitted to substitute securities for any monies withheld by the public agency, pursuant to the provisions of California Public Contracts Code Section 22300.
19. Since time is of the essence, Responder agrees to commence work under this Contract on or before the mandatory construction start date of 11/14/19 and to fully complete all work on or before \_\_\_\_\_ after this date. The Responder shall also complete construction according to the "Worksite Traffic Control Plan for **"Construction of a new home with attached garage on East 10<sup>th</sup> Street"** PREPARED BY THE SUCCESSFUL RESPONDER Responder agrees with the Agency that if the project is not fully completed within said time for the project and/or within said time limit for phase specific work, he shall pay as liquidated

- damages the sum of \$1,000.00 (one thousand dollars) for each consecutive calendar day thereafter until such completion of the project and/or the completion of the phase specific work and that this amount shall be presumed to be the amount of damages sustained by Agency in the event of such a breach by Responder, as it would be impracticable or extremely difficult to fix the actual damage.
20. The City has established an anticipated Disadvantaged Business Enterprise (DBE) Annual Participation Level of 2.3%. Participation by MBE and WBE Contractors, suppliers and sub-contractors are encouraged.
21. Pursuant to Senate Bill 293 the City Council has determined that this project is substantially complex, and shall require the withholding of more than five-percent 5% from Progress Payments issued upon successful completion of items listed on the cost schedule of values, and inspection made by the City. A retention of ten percent (10%), unless otherwise directed by the project manager shall be withheld from this payment.
22. Contractor understands and agrees that the Contract Work described in the **Plans and Specifications for the Construction of a new home with attached garage on East 10<sup>th</sup> Street project** requires the Contractor to perform, with its own organization, Contract Work amounting to at least 50% of the Contract Price as provided in Section 2-3.2 Additional Responsibility of the current edition of the "Standard Specifications for Public Works Construction" prepared and promulgated by the Southern California Chapters of the American Public Works Association and Associated General Contractors of California ("Greenbook").
23. Pursuant to Section 1771.1 of the Labor Code, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal (submitted on or after \_\_\_\_\_), or engage in the performance of any contract for public work unless currently registered with the Department of Industrial Relations to perform public work pursuant to Section 1725.5 of the Labor Code. It shall not be a violation of this section for an unregistered contractor to submit a proposal that is authorized by Section 7029.1 of the Business and Professions Code or by Sections 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
24. No Contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after \_\_\_\_\_) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Public Works Contractor Registration website: <https://efiling.dir.ca.gov/pwcr/search>.
25. RESPONDER AND THEIR SUBCONTRACTORS (listed on Perris Designation of Subcontractors form BF-9) shall provide verification at the time of proposal showing, indicating active registration from the Public Works Contractor online registration at <https://efiling.dir.ca.gov/pwcr/search> site.

26.No Contractor or subcontractor may be awarded a contract for federally funded project whose name appears on the GSA's Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs (aka Debarred List). This list available on-line through the World Wide Web. The direct address for the Excluded Parties Lists System <https://sam.gov/SAM/>.

## PART C - PUBLIC WORKS CONSTRUCTION CONTRACT

THIS PUBLIC WORKS CONSTRUCTION CONTRACT ("Contract") is made and entered into as of the date executed by the City Manager, by and between Mormar Development, Inc. ("Contractor") and the City of Perris ("City"), for a total amount of \$\*214,500, as set forth in Contractor's proposal (the "Contract Amount") and up to \$\_\_\_\_\_ in a Construction Contingency amount if approved by the City pursuant to this Contract.

WHEREAS, City Council has authorized the City Staff to secure procurement by non-competitive proposals and return to Council with a written Contract with Contractor for furnishing labor, equipment, and material for the construction of:

JOB NO.: P8-1334  
DESCRIPTION: Construction of Single Story Home with Attached Garage on East 10<sup>th</sup> Street

(Hereinafter referred to as "the Project").

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. **GENERAL SCOPE OF WORK:** Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the Project (collectively, the "Work"). Said Work shall be performed in accordance with (i) all of the Contract Documents incorporated herein, (ii) the costs contained in the Contractor's Proposal, and (iii) the instructions of the City Engineer or his/her designee.
2. **CONTRACT DOCUMENTS INCORPORATED:** This Contract includes and hereby incorporates in full the following documents, including all exhibits, drawings, plans and specifications, attachments and addenda thereto (collectively, the "Contract Documents"):
  - A. Request for Proposal
  - B. Contractor Proposal
  - C. General Provisions Including NSP Forms
  - D. Project Plans
  - E. Performance, Labor/Materials and Payment Bonds

This Contract is intended to require a complete and finished Project and all work necessary to complete the Work properly and in accordance with the law and lawful governmental regulations whether set out specifically in this Contract or not. Should it be ascertained that any inconsistency exists between the Contract Documents and plans, the most stringent in City's opinion shall control.

3. **CONSTRUCTION START AND COMPLETION DATE:** The mandatory start construction date shall be the date stipulated in the Notice to Proceed issued by the City Engineer ("Start Date"). Contractor shall complete the Project within six (6) months from the Start Date as set forth in Notice to Proceed. City and Contractor acknowledge and agree that at the time of execution of this Contract it is impracticable and extremely difficult to fix the actual damages that will be

incurred by City if Contractor fails to complete the Project by the Completion Date. Accordingly, City and Contractor agree that liquidated damages in the amount of one thousand dollars (\$1,000.00) for each calendar day the Project remains incomplete beyond the Completion Date is a reasonable sum to assess as liquidated damages due to City by reason of the failure of Contractor to complete the Project. City may deduct the amount of liquidated damages from any payment due or that may become due to Contractor under this Contract. Progress payments made after the Completion Date shall not constitute a waiver of liquidated damages.

Contractor's Initials: 

4. **INSURANCE:** Contractor shall not commence any Work under this Contract until Contractor has obtained all insurance required by the Contract Documents from a company or companies acceptable to City, nor shall Contractor allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained.

5. **APPRENTICESHIP EMPLOYMENT:** In accordance with the provisions of Section 1777.5 of the California Labor Code as amended, and in accordance with the Regulations of the California Apprenticeship Council, properly indentured apprentices may be employed in the prosecution of the Work.

Attention is directed to the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code concerning the employment of apprentices by Contractor or any subcontractor under him.

Contractor and subcontractors under him shall comply with all requirements of Sections 1777.5 and 1777.6 of the California Labor Code in the employment of apprentices.

6. **LEGAL HOURS OF WORK:** Eight (8) hours of labor shall constitute a legal day's work for all workers employed in the execution of this Contract, and Contractor, and any subcontractor under him, shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

Contractor and any subcontractor under Contractor shall forfeit, as a penalty to City, twenty-five dollars (\$25) for each worker employed in the execution of this Contract, by him or any subcontractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which said worker is required or permitted to labor more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of said California Labor Code.

7. **PUBLIC WORKS CONTRACTOR REGISTRATION:** Pursuant to California Labor Code Division 2, Part 7, Chapter 1, Article 2, a contractor or subcontractor shall not be qualified to engage in the performance of any contract for public work with City, as defined in said chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the same. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is

registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Contractor shall cause job site notices to be posted as prescribed by regulation.

8. **NON-DISCRIMINATION:** No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every Contractor and subcontractor under Contractor for public works violating this section is subject to all of the penalties imposed for a violation of Chapter I of the Labor Code in accordance with the provisions and of Section 1735 of said Code.
9. **CONTRACTOR'S LIABILITY; INDEMNIFICATION:** City, its elected officials, officers, agents and employees, shall not be answerable or accountable in any manner for any loss or damage that may happen to the Work or any part thereof, or for any of the materials or other things used or employed in performing the Work, or for injury or damage to any person or persons, either worker, employees of Contractor or his subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the Work. Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the active negligence or willful misconduct of City, Tri Lake Consultants, Inc., its employees, servants, or independent contractors who are directly responsible to City during the progress of the Work, or at any time before its completion and final acceptance.

Contractor will indemnify City of Perris, Tri Lake Consultants, Inc., its elected officials, officers, agents and employees against and will hold and save them harmless from any and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with this Contract, the Work, operation, or activities of Contractor, his agents, employees, subcontractors, or invitees provided for herein, whether or not there is concurrent passive negligence, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the active negligence or willful misconduct of City, Tri Lake Consultants, Inc., its employees, servants, or independent contractors who are directly responsible to City, and in connection therewith:

- a. Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all cost and expenses, including attorney's fees incurred in connection therewith.
- b. Contractor will promptly pay any judgment rendered against Contractor, or City, Tri Lake Consultants, Inc., or its elected officials, agents or employees, covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of Contractor

hereunder, and Contractor agrees to save and hold the same harmless therefrom.

- c. In the event City/Tri Lake Consultants, Inc. is made a party to any action or proceeding filed or prosecuted against Contractor for damages or other claims arising out of or in connection with the work, operation, or activities of Contractor hereunder, Contractor agrees to pay to City any and all costs and expenses incurred by City/Tri Lake Consultants, Inc. in such action or proceeding together with reasonable attorney's fees.
- d. Any payments due to Contractor under this Contract may be retained by City until disposition has been made of actions or claims for damage described herein.

- 10. **SUBCONTRACTOR COMPLIANCE:** Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor under it with this Contract, all State and Federal laws, codes and regulations, and Municipal Ordinances and Regulations of City.
- 11. **THIRD PARTY CLAIM:** Contractor shall notify City within 72 hours of the receipt of any third-party claim relating to this Contract.
- 12. **CONTRACT PRICE AND PAYMENT:** City shall pay Contractor for furnishing the material and doing the prescribed Work per the unit prices set forth in the Cost Proposal. Contractor agrees to monthly progress payments as described in the Contract Documents.

No expenditure from the Construction Contingency ("Contingency") for any labor, equipment, materials, or any other article or service whatsoever, provided in relation to the Work shall be made without the prior written approval of City. Such expenditures and/or payments from the Contingency shall be made only pursuant to a Change Order signed by both parties. Verbal authorization to proceed with additional work shall not satisfy the requirement for a signed Change Order. No Change Orders combined shall exceed the Contract Amount plus the Contingency. The Contingency is for the sole and exclusive benefit and use of City for adjustments to the Contract Amount. The establishment of the Contingency is not to be construed as a promise, representation, or guarantee of the amount of compensable changes that may occur, which may be substantially more or less than the Contingency. Upon final completion and final payment, any portion of the Contingency that has not been expended by City for compensable changes expressly authorized by Change Order shall not be part of the total Contract Amount and shall not be payable or owed to Contractor.

- 13. **RIGHTS, TITLE, INTEREST:** In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties. [California Public Contract Code Section 7103.5(b)]



14. **DEFECTIVE WORK:** City's inspection of the Work and the Project shall not relieve Contractor of any obligations to fulfill this Contract and complete the Project in accordance with the Contract Documents. Defective work and materials shall be made good. Failure of City to identify a defect, or failure of an inspector to reject any portion of the Work, is not acceptance or a waiver of poor workmanship notwithstanding payments or release of any retention in whole or in part, and shall not be construed to waive any of City's rights or remedies under this Contract.

15. **TERMINATION:** City may terminate this Contract in whole or in part for cause or convenience by giving ten (10) calendar days written notice. Where Contractor's services have been so terminated by City, said termination shall not affect any right or remedy of City against Contractor or the Surety, then existing or accrued thereafter.

B. **TERMINATION FOR CAUSE:** It is City's right to terminate this Contract upon the occurrence of any of the following events by default of Contractor: (1) Contractor refuses or fails to perform the Work required under this Contract with diligence to ensure substantial completion of the Project by the Completion Date. Termination shall be effective if Contractor does not cure its failure to perform in a manner acceptable to City within ten (10) calendar days of notice of termination. Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes, or other forces over which he has no control; (2) Contractor fails to comply with the provisions of this Contract; (3) Contractor violates any ordinance, regulation, State or Federal Law which applies to its performance under this Contract; (4) Contractor files bankruptcy or otherwise becomes insolvent; (5) Contractor makes a general assignment for the benefit of creditors; (6) a trustee or receiver is appointed for the Contractor or his property; (7) Contractor repeatedly fails to supply sufficient skilled workers or suitable materials or equipment; (8) Contractor has abandoned the Work or the Project, and/or; (9) Contractor disregards proper directives of the Architect, Inspector, or City Engineer under the Contract Documents. It will be at City's sole discretion to allow Contractor to remedy each cause for the termination without waiving City's right to terminate this Contract or restricting any other right or remedy under this Contract or law.

In the event that this Contract is terminated for cause, City may take over the Work and may exclude Contractor from the Project site. In exercising the right to complete the Project, City, at its sole discretion, may pursue such in a manner that is cost effective, timely, and beneficial to City, including but not limited to demanding that the Surety take over and complete the Work. City may demand that the Surety not utilize Contractor in said performance of completing the Work. Upon failure of the Surety to begin completion of the Work, within fifteen (15) calendar days after demand thereof, City may take over the Work and pursue its completion.

Contractor and the Surety shall be liable for damages sustained by City from the termination of this Contract under this clause, including, without limitation all cost necessary for repair and completion of the work.

City shall have the right to withhold monies otherwise payable to Contractor until the Project is complete. If City incurs additional costs, expenses, or other damages due to the failure of Contractor to perform the Work pursuant to this Contract, said expenditures shall be deducted from the amounts withheld. Should there be a balance of monies held after all expenses have been paid, the balance will be paid to Contractor upon completion of the Project.

- C. **TERMINATION FOR CONVENIENCE:** City may terminate this Contract at any time for environmental considerations, its convenience, or when it is in the best interest of City.

Upon such termination, payment to Contractor shall be the actual cost of the Work completed, suitable storage and protection of materials and equipment delivered to the site, but not yet incorporated into the Work, and other costs actually incurred as permitted by this Contract and approved by City up to the effective date of termination. Ten percent (10%) of the actual cost of Work completed shall be allowed for overhead and profit providing that such payments do not exceed the total Contract Amount. The amount of any payments made to Contractor prior to the effective termination date shall be deducted from the actual costs of completed Work. Contractor shall not be entitled to any claim or lien against City for any additional compensation or damages in the event of termination of this Contract.

- D. **DISCONTINUE WORK:** Upon receipt of the termination notice, Contractor shall immediately discontinue the Work and placement of orders for materials, facilities and supplies in connection with the performance of this Contract, unless otherwise directed in the notice. Contractor shall promptly deliver to City all completed work, including plans, as-builts, forms, reports, and products. Any dispute regarding the amount owed to Contractor shall not diminish the right of City to receive and use such documents or materials.

16. **ATTORNEY FEES:** In the event that any action or proceeding is brought by either party to enforce any term or provision of this Contract, the prevailing party shall recover its reasonable attorney's fees and costs incurred with respect thereto.
17. **ACCOUNTS AND RECORDS:** Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three (3) years after the expiration of this Contract, unless permission to destroy them is granted by the City.
18. **CONFLICTS OF INTEREST:** No officer or employee of City shall have any financial interest in this Contract nor shall any such officer or employee participate in any decision relating to the Contract which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is interested, in violation of any State statute or regulation. Similarly, Contractor 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 Contract.

**19. AUTHORITY TO EXECUTE:** The persons executing this Contract 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 Contract on behalf of said party, (iii) by so executing this Contract, such party is formally bound to the provisions of this Contract, and (iv) the entering into this Contract does not violate any provision of any other agreement to which said party is bound.

**20. VENUE:** Legal actions concerning any dispute, claim or matter arising out of or in relation to this Contract shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

**IN WITNESS WHEREOF,** the parties hereto have caused this Contract to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

**Contractor**

State of California

Contractor's License No: 1017027.

Expiration Date: 8/31/2020

Contractor's Business Tele. #: (714) 559-7142 Emergency Tele. #: (714) 559-7142.



Contractor Name: Normar Development Inc.  
Address: 7405 Amesbury Rd.  
Oak Hills, CA 92344

*Signature must be that of a duly authorized representative (Corporations require two signatures. Both must be officers of the company.)*

By: [Signature]  
(Signature)  
(Date)  
Gary P. Moore  
(Print Name)

By: [Signature]  
(Signature)  
(Date)  
Adolfo Martinez  
(Print Name)

Title: Vice President

Title: President

**City**

CITY OF PERRIS

Attest to:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date



**PART D: Contract Insurance Requirements Checklist**

**CITY OF PERRIS**

Human Resources and Risk Management  
Contract Insurance Requirements Checklist

101 North "D" Street  
Perris, California 92570  
Tel: (951) 943-6100  
Fax: (951) 943-4246

This form contains general guidelines for ensuring proper insurance limits and endorsements for standard contracts. The guidelines may not be appropriate for high risk contracts or special situations. Please consult the Human Resources and Risk Management Division if you are uncertain of the insurance requirements for any specific contract.

Date of Contract:		Project Start/End Date:	
Project Description:			

Contract Type:	<input type="checkbox"/> Construction Contractor Requires 1, 1A, 2, 3, 5, 6	<input type="checkbox"/> Construction (w/construction risks) Requires 1, 1A, 2, 3, 6	<input type="checkbox"/> Space Rental/Lessee Requires 1, 4, 6	Other (Please Explain):
	<input type="checkbox"/> Vendor/Supplier Requires 1	<input type="checkbox"/> Consultant Requires 1, 1A, 2, 6, 7	<input type="checkbox"/> Environmental Contract Requires 1, 1A, 2, 6, 8	

Limit Insurance Guidelines	High Risk	Medium Risk	Low Risk	Basis	1. A) Other Provision	Amount Authorized
1. General Liability Commercial	\$ 5 million	\$2 million	\$1 million	Occurrence	Including operations, products and completed operations, as applicable.	\$1 million
	\$ 10 million	\$5 million	\$2 million	Aggregate		\$2 million
2. Automobile Liability	\$1,000,000 per accident for bodily injury and property damage. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).					<input type="checkbox"/> Completed
3. Builder's Risk/Course of Construction	Completed value of the project with no coinsurance penalty provisions. For projects with construction risks, policies shall name the City as a loss payee and the insurer shall waive all rights of subrogation against the City.					<input type="checkbox"/> Completed
4. Property Insurance	Full replacement cost with no coinsurance penalty provision.					<input type="checkbox"/> Completed
5. Workers' Compensation	As required by the State of California, with employers liability limits no less than \$1,000,000 per accident for all covered losses.					<input type="checkbox"/> Completed
6. Employer's Liability	\$1,000,000 per accident for bodily injury or disease.					<input type="checkbox"/> Completed
7. Professional Liability/Errors and Omissions Liability	\$1,000,000 per occurrence.					<input type="checkbox"/> Completed
8. Pollution and/or Asbestos Pollution Liability and/or Error and Omissions	\$1,000,000 each occurrence/\$2,000,000 policy aggregate.					<input type="checkbox"/> Completed

Other Insurance Provisions (for General Liability and Automobile Liability):

GENERAL LIABILITY. Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. General Liability coverage shall be provided in the form of an Additional Insured endorsement to the contractor's insurance policy, or as a separate owner's policy. Equivalent in coverage scope to (ISO) form CG 00 01 with an edition date prior to 2004.	<input type="checkbox"/> Completed
ADDITIONAL INSURED. The City, its officers, officials, employees, and volunteers are to be covered as insureds for construction contracts with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations (including pollution and/or asbestos pollution for environmental contracts), or for lessee's with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to the lessee, or as respects products of a vendor. Endorsement must be equivalent to (ISO) forms CG 20 10 11 85 or equivalent.	<input type="checkbox"/> Completed
PRIMARY AND NON-CONTRIBUTORY COVERAGE. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees, and volunteers. Any insurance or self insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.	<input type="checkbox"/> Completed
WAIVER OF SUBROGATION. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors.	<input type="checkbox"/> Completed
CANCELLATION NOTICE. Each insurance policy required by this project shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.	<input type="checkbox"/> Completed
SUBCONTRACTOR COVERAGE. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to the City for review and approval. All coverages for subcontractors shall be subject to all of the requirements of the Contractor.	<input type="checkbox"/> Completed

Authorizations:

Project Manager:	Date	Department Manager/Head:	Date	Risk Manager:	Date
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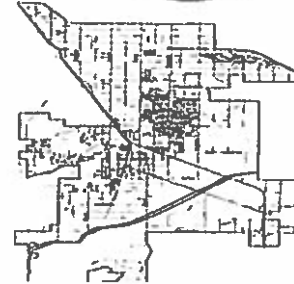
# CITY OF PERRIS

## Capital Improvement Program Project Details

Project Number: **H002**  
 Project Title: **Single Family Homes - Acquisition Rehabilitation (NSP3)**  
 Managing Department: **Housing Authority**



**Project Description and/or Justification:** The NSP3 Single Family Acquisition and Rehabilitation project goal is to release a Request for Proposals from qualified developers to acquire and rehabilitate single family foreclosed homes for sale to low, moderate, and middle income households within the two target areas in Downtown Perris.



Original Budget: 633,205  
 Budget Amendments: (328,032)  
 Total Project Costs: -  
 Available Funds: 305,173

Project Dates:  
 Begin: FY 11/12  
 Completion:

Total Budget Additions (Deletions):

Funding Sources:	Fund	Project to Date Available	2017/2018	Plan 2018/2019	Plan 2019/2020	Plan 2020/2021	Total
NSP3 Funds	170	305,173					\$ 305,173
Total:		305,173	-	-	-	-	\$ 305,173

Budget Amendment Notes				
Date	Description / Action	Adopted Budget	Amendment	Amended Budget
2011/12	NSP3 Funds	633,205		633,205
2012/13	Transfer to H001		(633,205)	-
2014/15	NSP3 Funds		305,173	305,173
				305,173
				305,173
				305,173
				305,173
				305,173
				305,173
Total:		\$ 633,205	\$ (328,032)	\$ 305,173
<b>H-2</b>				

As of 12/31/2017



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** November 12, 2019

**SUBJECT:** **Consider Approval of Settlement Agreement for the Acquisition of a Fee Simple Interest for the Widening of Goetz Road**

**REQUESTED ACTION:** That the City Council approve the terms and conditions of the Settlement Agreement by and between: (1) City of Perris & Southern California Railway Museum, Inc., (“Southern California”) authorizing the City to acquire a fee simple interest in the property located on the west side of Goetz Road, approximately 800 feet north of Mapes Road (APN 330-080-022); and

That the City Council authorize the City Manager to execute the same in a form approved by the City Attorney.

**CONTACT:** Eric Dunn, City Attorney  
Stuart McKibbin, City Engineer

#### **BACKGROUND/DISCUSSION:**

##### **The Project**

The City of Perris (“City”) is improving and expanding Goetz Road based on its assessment of the City’s current and future highway needs (the “Project”). Currently, Goetz Road consists of two lanes from Case Road to the San Jacinto River, south of Mapes Road. The Project will expand Goetz Road to four lanes from Case Road to the San Jacinto River, south of Mapes Road. The Project will also include the creation of bicycle lanes on Goetz Road. The Project will improve traffic safety and emergency vehicle response times. As set forth below, the proposed Settlement Agreement presented for City Council consideration helps to implement the Project.

##### **Proposed Acquisition & Agreement**

The City has commenced the process of acquiring, through the lawful exercise of its power of eminent domain, portions of certain properties located along Goetz Road which will be necessary for Project construction. To that end, the City commissioned and obtained appraisals of property required for the expansion of Goetz Road in the Project Area.

Thereafter, the City sent an offer pursuant to Government Code § 7267.2 to each of the affected property owners. Following adoption of resolutions of necessity, negotiations with the property

owners ensued. The City has since reached a settlement with the following owner of APN 330-080-022 ("Southern California") for the indicated amount:

APN 330-080-022 ("Southern California")	\$15,775
---	----------

**Southern California Settlement Agreement**

Southern California agreed to the City's acquisition of a fee simple interest in a portion of the Southern California property, APN 330-080-022, by grant deed. This partial take consists of an approximately 5,619 square foot strip of land along Goetz Road, between Mapes Road and Mountain Avenue.

Staff requests that City Council approve the attached Settlement Agreement for the amount stated above and authorize the City Manager to sign the Settlement Agreement and all other reasonably necessary documents that do not require the Mayor's signature.


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**BUDGET (or FISCAL) IMPACT:** The cost of acquisition of right of way and construction of the Project will be funded by TUMF and local transportation funds.

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Prepared by: Nick Papajohn, Deputy City Attorney

**REVIEWED BY:**

City Attorney   X    
Assistant City Manager   
Finance Director ER

**Attachments:**

1. Settlement Agreement with Southern California

Consent: X  
Public Hearing:  
Business Item:  
Presentation:  
Other:

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and executed as of \_\_\_\_\_, 2019 by and between the CITY OF PERRIS, a municipal corporation (hereinafter “CITY”), and SOUTHERN CALIFORNIA RAILWAY MUSEUM, INC., formerly known as ORANGE EMPIRE RAILWAY MUSEUM, INC., a California non-profit public benefit corporation (hereinafter referred to as “SOUTHERN CALIFORNIA”). Hereinafter the CITY and SOUTHERN CALIFORNIA shall be collectively referred to as the “PARTIES” and each individually as a “PARTY” and with reference to the following definitions and recitals:

### RECITALS:

A. The City seeks to acquire a portion of the property located at the west side of Goetz Road, approximately 800 feet north of Mapes Road, in the City of Perris, County of Riverside, California, with Assessor’s Parcel Number 330-080-022 (“SUBJECT PROPERTY”) for the Goetz Road Improvement Project (“PROJECT”).

B. Specifically, it is necessary for the CITY to acquire a fee simple interest in the portion of the SUBJECT PROPERTY described in the legal description attached hereto and incorporated herein by this reference as Exhibit “A” and depicted on the map attached hereto and incorporated herein by this reference as Exhibit “B” (“FEE INTEREST”).

C. On June 1, 2017, the CITY mailed a *Government Code* § 7267.2 offer letter to SOUTHERN CALIFORNIA, owners of record of the SUBJECT PROPERTY, for the acquisition of the FEE INTEREST for the construction of the PROJECT.

D. On January 29, 2019, the CITY adopted a resolution of necessity pursuant to Code of Civil Procedure sections 1245.220 and 1245.230, authorizing acquisition of the FEE INTEREST by the exercise of the power of eminent domain. However, as of the date of this Agreement, the CITY has not filed an eminent domain action.



E. Thereafter, the PARTIES entered into negotiations for the acquisition of the FEE INTEREST.

F. By entering into this Agreement, the PARTIES desire to resolve all issues related to the granting of the FEE INTEREST by SOUTHERN CALIFORNIA to the CITY and enter into this Agreement to FINALLY, FULLY and COMPREHENSIVELY settle and avoid legal action.

NOW THEREFORE, in consideration of the covenants herein contained, and based upon the representations in the above Recitals, which are incorporated by this reference into the terms of the Agreement, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the PARTIES hereby agree as follows, in full and complete settlement of this matter:

**AGREEMENT:**

1. **Consideration.** SOUTHERN CALIFORNIA grants the FEE INTEREST to the CITY for a payment of Fifteen Thousand Seven Hundred Seventy Five Dollars and Zero Cents (\$15,775.00) (“Settlement Amount”). A form of the Grant Deed is attached hereto as Exhibit “C,” and SOUTHERN CALIFORNIA is to return a signed and notarized original of same to the CITY. The CITY shall deliver to SOUTHERN CALIFORNIA a check in the amount of \$15,775.00 payable to Southern California Railway Museum, Inc., within 15 days of the successful recordation of the Grant Deed.

2. **Further Compensation.** SOUTHERN CALIFORNIA hereby acknowledges that the Settlement Amount and terms of this Agreement constitute full and just compensation for the FEE INTEREST and any and all other claims, including, but not limited to, compensation for loss of goodwill, business value, severance damages, pre-condemnation and inverse condemnation damages, delay damages, lost rent, improvements pertaining to the realty, fixtures and equipment, relocation benefits pursuant to 42 U.S.C. § 4601, *et seq.*, or the California Relocation Assistance Law, California Government Code § 7260 *et seq.*, any

regulations promulgated pursuant thereto, interest, attorney's fees, expert's fees, litigation expenses and court costs recoverable pursuant to Code of Civil Procedure § 1268.710, and revenue, if any, that SOUTHERN CALIFORNIA may have arising out of the CITY's acquisition of the FEE INTEREST. SOUTHERN CALIFORNIA hereby waives any rights to additional compensation for the FEE INTEREST other than the compensation set forth herein.

3. **Ownership of the SUBJECT PROPERTY.** SOUTHERN CALIFORNIA represents and warrants as a material term of this Agreement that SOUTHERN CALIFORNIA has not heretofore assigned, transferred, released, or granted, or purported to assign, transfer, release, or grant, any claim disposed of by this Agreement, and that SOUTHERN CALIFORNIA is the owner of the SUBJECT PROPERTY. In executing this Agreement, SOUTHERN CALIFORNIA further warrants and represents that none of the claims released by SOUTHERN CALIFORNIA hereunder have been, or will in the future be, assigned, conveyed, or transferred in any fashion to any other person and/or entity.

4. **Representations.** Each of the PARTIES agrees and represents that they have made such investigation of the facts pertaining to this Agreement and all matters pertaining hereto as they have determined reasonable and necessary. This Agreement is intended to be final and binding among the PARTIES hereto.

5. **SOUTHERN CALIFORNIA's Release.** Except as provided herein, SOUTHERN CALIFORNIA, for itself and all of its successors, assigns, and agents, does hereby fully and forever release and discharge the CITY and all of its successors, assigns, and agents from any and all claims, including, but not limited to, claims for fair market value beyond the Settlement Amount and other consideration set forth in this Agreement, loss of goodwill, business value, severance damages, pre-condemnation and inverse condemnation damages, delay damages, lost rent, improvements pertaining to the realty, fixtures and equipment, relocation benefits pursuant to 42 U.S.C. § 4601, *et seq.*, or the California Relocation Assistance Law, California Government Code § 7260 *et seq.*, any regulations promulgated pursuant thereto, interest, attorney's fees, expert's fees, litigation expenses and

court costs recoverable pursuant to Code of Civil Procedure § 1268.710, claims to improvements to realty, rights, costs, statutory interest relocation benefits, any other damages, costs or expenses arising from any and all actions of the CITY, and compensation of any nature whatsoever, which SOUTHERN CALIFORNIA has or may hereafter accrue, including without limitation, any and all known and unknown, foreseen and unforeseen claims, damage and injury, relating to, or in any way, directly or indirectly, involving or arising out of any facts or circumstances related to the City's acquisition of the FEE INTEREST.

6. **CITY's Release.** Except as provided herein, the CITY for itself and all of its successors, assigns, and agents, does hereby fully and forever release and discharge SOUTHERN CALIFORNIA and all of its successors, assigns, and agents from any and all claims, rights, costs, relocation benefits, any other damages, costs or expenses arising from any and all actions of SOUTHERN CALIFORNIA, and compensation of any nature whatsoever, which the CITY has or may hereafter accrue, including without limitation, any and all known and unknown, foreseen and unforeseen claims, damage and injury, relating to, or in any way, directly or indirectly, involving or arising out of any facts or circumstances related to the City's acquisition of the FEE INTEREST.

7. **Waivers.** It is the intention and understanding of the PARTIES hereto that the Agreement shall be effective as a full and final accord and satisfaction and compromise and release of each and every settled or released matter pertaining or related to the FEE INTEREST. In connection with such compromise, waiver and relinquishment, the PARTIES acknowledge that they are aware that they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the conveyance of the FEE INTEREST between the PARTIES on the subject matter of this instrument, but that, except as is otherwise provided herein, it is their intention hereby to fully, finally and forever settle and release all matters, disputes and differences, known or unknown, suspected or unsuspected, which do now exist, may exist, or heretofore have existed, and that in furtherance of such intention, the release actually given herein shall be and remain in effect as

a full and complete general release, notwithstanding the discovery or existence of any such additional or different facts. In furtherance of this intention, the PARTIES acknowledge that they are familiar with Section 1542 of the *Civil Code* of the State of California which provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

The PARTIES hereby expressly waive or relinquish any right or benefit which they have, or might have, under Section 1542 of the *Civil Code* of the State of California and all other similar provisions of law of other jurisdictions to the fullest extent allowed by law. Notwithstanding the foregoing, nothing in this Section 7 is intended to waive or relinquish (i) the obligations imposed by this Agreement, or (ii) any future or unknown acts of intentional fraud, deceit or misrepresentation.

SOUTHERN CALIFORNIA Representative's Initials: \_\_\_\_\_

CITY Representative's Initials: \_\_\_\_\_

**OTHER TERMS AND PROVISIONS:**

8. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of California. The PARTIES expressly agree that any disputes, disagreements or actions shall be venued with the Superior Court of Riverside County, State of California.

9. **Integrated Agreement.** This Agreement contains the entire understanding and agreement between the PARTIES, and the terms and conditions contained herein shall inure to the benefit of, and be binding upon the PARTIES hereto. No other representations, or other prior or contemporaneous agreements, whether oral or written, respecting such matters not

specifically incorporated herein shall be deemed in any way to exist or bind any of the PARTIES hereto.

10. **Modification.** No supplement, modification, amendment, or waiver of any provision of this Agreement shall be binding unless executed in writing by all of the PARTIES. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision whether or not similar, nor shall waiver constitute a continuing waiver.

11. **Binding on Successors.** This Agreement and the covenants and conditions contained herein shall obligate, bind, extend to and inure to the benefit of the PARTIES and each of their respective successors in interest.

12. **Future Cooperation.** The PARTIES expressly agree to execute documents, provide information, and to cooperate in good faith to effectuate the purpose of this Agreement.

13. **Counterparts.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and shall constitute an agreement to be effective as of the date of signing. Further, signatures transmitted and memorialized by facsimile shall be deemed to have the same weight and effect as an original signature. The PARTIES may agree that an original signature will be substituted at some later time for any facsimile signature.

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

15. **Invalid Clause May Be Severed.** If any provision, clause, or part of the Agreement is adjudged illegal, invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

**[SIGNATURES ON THE FOLLOWING PAGE]**

I have carefully read and fully understand, and hereby execute, this Agreement.

SOUTHERN CALIFORNIA RAILWAY  
MUSEUM, INC., a California non-profit public  
benefit corporation

---

Barry Busch, President and CEO

I have carefully read and fully understand, and hereby execute, this Agreement.

CITY OF PERRIS, a municipal corporation

---

Richard Belmudez, City Manager

ATTEST:

---

Nancy Salazar  
City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Nicolas D. Papajohn  
Attorney for the CITY OF PERRIS

**[END SIGNATURES]**

EXHIBIT "A"  
LEGAL DESCRIPTION  
[on following page]



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**A.P.N. 330-080-022**

**PARCEL "A"**

THAT PORTION OF PARCEL 4 OF PARCEL MAP NO. 7808, AS SHOWN BY MAP ON FILE IN BOOK 36, OF PARCEL MAPS, AT PAGE 72, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

**BEGINNING AT THE SOUTHEAST CORNER OF LETTERED LOT "B" AS SHOWN ON SAID MAP;**

THENCE NORTH 44° 32' 05" WEST, ALONG THE CORNER CUTBACK OF SAID LOT "B", A DISTANCE OF 17.22 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 64.00 FEET WESTERLY OF, AT A RIGHT ANGLE TO, THE CENTERLINE OF GOETZ ROAD AS SHOWN ON THE PERRIMESA TRACT, BY MAP ON FILE IN BOOK 16 OF, RECORDS OF SURVEY, AT PAGE 14, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 00° 42' 45" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 454.50 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL 4;

THENCE SOUTH 89° 42' 08" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 12.84 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 4;

THENCE NORTH 00° 37' 57" EAST, ALONG THE EAST LINE OF SAID PARCEL 4, A DISTANCE OF 442.29 FEET TO THE POINT OF BEGINNING;

SAID LAND IS LOCATED IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, CALIFORNIA AND CONTAINS 5,619 SQUARE FEET, MORE OR LESS.

THE ABOVE DESCRIBED PARCEL OF LAND IS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THE BEARINGS AND DISTANCES SHOWN ON EXHIBITS "A" AND "B" ARE GRID AND BASED UPON THE CALIFORNIA COORDINATE SYSTEM ZONE 6, NAD 83, EPOCH 2011.00. GROUND DISTANCES MAY BE OBTAINED BY DIVIDING THE GRID DISTANCES SHOWN BY 0.99992229.

PREPARED UNDER THE SUPERVISION OF

  
GABRIEL D. YBARRA      DATE 12-7-2016  
LAND SURVEYOR NO. 4343  
REGISTRATION EXPIRES 06-30-2018



2016-07OERMInc

**EXHIBIT "B"**  
**PLAT MAP**  
[on following page]



EXHIBIT "C"  
GRANT DEED  
[on following page]

FREE RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

City of Perris  
101 North D Street  
Attn: Judy Haughney, Assistant City Clerk

---

(Space Above This Line for Recorder's Office Use Only)  
(Exempt from Recording Fee per Gov. Code § 6103)

**GRANT DEED**

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, SOUTHERN CALIFORNIA RAILWAY MUSEUM, INC., formerly known as ORANGE EMPIRE RAILWAY MUSEUM, INC., a California non-profit public benefit corporation ("Grantor"), hereby grant(s) to the CITY OF PERRIS, a municipal corporation and general law city ("Grantee"), the fee simple interest in that certain portion of the real property located at the west side of Goetz Road, approximately 800 feet north of Mapes Road, in the City of Perris, County of Riverside, California, which is referred to as Assessor's Parcel Number ("APN") 330-080-022, that is identified and described in the Legal Description attached hereto and incorporated herein as Exhibit "A" and depicted on the map attached hereto and incorporated herein as Exhibit "B."

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers or agents hereunto as of the date first above written.

**"GRANTOR":**

**SOUTHERN CALIFORNIA RAILWAY  
MUSEUM, INC.**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Barry Busch  
President and CEO



# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:** November 12, 2019

**SUBJECT:** **Consider Approval of Settlement Agreements for the Acquisition of Fee Simple Interests for the Widening of Redlands Avenue**

**REQUESTED ACTION:** That the City Council approve the terms and conditions of the Settlement Agreement by and between: (1) City of Perris and GM Gabrych Family Limited Partnership (“GM Gabrych”), authorizing the City to acquire a fee simple interest in the property located on the northeast corner of Morgan Street and Redlands Avenue (APN 303-150-012); and (2) City of Perris and Eastern Municipal Water District (“EMWD”) authorizing the City to acquire a fee simple interest in the property located on the southeast corner of Morgan Street and Redlands Avenue (APN 303-160-010); and

That the City Council authorize the City Manager to execute the same in a form approved by the City Attorney.

**CONTACT:** Eric Dunn, City Attorney  
Stuart McKibbin, City Engineer

### **BACKGROUND/DISCUSSION:**

#### **The Project**

The City of Perris (“City”) is improving and expanding Redlands Avenue between Ramona Expressway and Morgan Street (the “Project”). Currently, Redlands Avenue consists of three traffic lanes between Ramona Expressway and Morgan Street. The Project will rehabilitate existing pavement, re-stripe and widen Redlands Avenue five to ten feet along the east of the roadway to provide for one continuous turn pocket. The existing signal at Ramona Expressway will also be modified to match new improvements. The Project will improve traffic safety and emergency vehicle response times. As set forth below, the attached Settlement Agreements presented for City Council consideration helps to implement the Project.

#### **Proposed Acquisition & Agreement**

The City has commenced the process of acquiring, through the lawful exercise of its power of eminent domain, portions of certain properties located along Redlands Avenue which will be necessary for Project construction. To that end, the City commissioned and obtained appraisals of property required for the expansion of Redlands Avenue in the Project Area.

Thereafter, the City sent an offer pursuant to Government Code § 7267.2 to each of the affected property owners. Following negotiations with the property owners who have responded to the City's offers, the City has reached settlement with the owners of APN 303-150-012 ("GM Gabrych") and APN 303-160-010 ("EMWD") for the indicated amounts:

APN 303-150-012	\$20,000
APN 303-160-010	\$21,250

**GM Gabrych Settlement Agreement**

GM Gabrych agreed to the City's acquisition of a fee simple interest in a portion of the GM Gabrych property, APN 303-150-012, by grant deed. This partial take consists of an approximately 14,220 square foot strip of land along Redlands Avenue, on the northeast corner of Morgan Street of Redlands Avenue.

**EMWD Settlement Agreement**

EMWD agreed to the City's acquisition of a fee simple interest in a portion of the EMWD property, APN 303-160-010, by grant deed. This partial take consists of an approximately 2,817 square foot strip of land along Redlands Avenue, on the southeast corner of Morgan Street and Redlands Avenue.

Staff requests that City Council approve the Settlement Agreements for the amount stated above and authorize the City Manager to sign the Settlement Agreements and all other reasonably necessary documents that do not require the Mayor's signature.

**BUDGET (or FISCAL) IMPACT:** The cost of acquisition of right of way and construction of the Project will be funded by TUMF and local transportation funds.

---

Prepared by: Nick Papajohn, Deputy City Attorney

**REVIEWED BY:**

City Attorney  X   
Assistant City Manager   
Finance Director  ER

**Attachments:**

1. Settlement Agreement with GM Gabrych Family Limited Partnership
2. Settlement Agreement with Eastern Municipal Water District

Consent: X  
Public Hearing:  
Business Item:  
Presentation:  
Other:  
01006 0086/563784.2

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and executed as of \_\_\_\_\_, 2019 by and between the CITY OF PERRIS, a municipal corporation (hereinafter “CITY”), and GM GABRYCH FAMILY LIMITED PARTNERSHIP, a California limited partnership (hereinafter referred to as “GM GABRYCH”). Hereinafter the CITY and GM GABRYCH shall be collectively referred to as the “PARTIES” and each individually as a “PARTY” and with reference to the following definitions and recitals:

### RECITALS:

A. The City seeks to acquire a portion of the property located on the northeast corner of Morgan Street and Redlands Avenue, in the City of Perris, County of Riverside, California, with Assessor’s Parcel Number 303-150-012 (“SUBJECT PROPERTY”) for the widening and improvement of Redlands Avenue (“PROJECT”).

B. Specifically, it is necessary for the CITY to acquire a fee simple interest in the portion of the SUBJECT PROPERTY described in the legal descriptions attached hereto and incorporated herein by this reference as Exhibit “A” and depicted on the map attached hereto and incorporated herein by this reference as Exhibit “B” (“FEE INTEREST”).

C. On May 15, 2019, the CITY mailed a *Government Code* § 7267.2 offer letter to GM GABRYCH, owner of record of the SUBJECT PROPERTY, for the acquisition of the FEE INTEREST for the construction of the PROJECT.

D. Thereafter, the PARTIES entered into negotiations for the acquisition of the FEE INTEREST.

E. By entering into this Agreement, the PARTIES desire to resolve all issues related to the granting of the FEE INTEREST by GM GABRYCH to the CITY and enter into



this Agreement to FINALLY, FULLY and COMPREHENSIVELY settle and avoid legal action.

NOW THEREFORE, in consideration of the covenants herein contained, and based upon the representations in the above Recitals, which are incorporated by this reference into the terms of the Agreement, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the PARTIES hereby agree as follows, in full and complete settlement of this matter:

**AGREEMENT:**

1. **Consideration.** GM GABRYCH grants the FEE INTEREST to the CITY for a payment of Twenty Thousand Dollars and Zero Cents (\$20,000.00) ("Settlement Amount"). A form of the Grant Deed is attached hereto as Exhibit "C," and GM GABRYCH is to return a signed and notarized original of same to the CITY. The CITY shall deliver to GM GABRYCH a check in the amount of \$20,000.00 payable to GM Gabrych Family Limited Partnership within 15 days of the successful recordation of the Grant Deed.

2. **Project Funding.** The CITY will not impose a tax or any type of assessment against the remainder of the SUBJECT PROPERTY for the purpose of funding the PROJECT.

3. **Further Compensation.** GM GABRYCH hereby acknowledges that the Settlement Amount and terms of this Agreement constitute full and just compensation for the FEE INTEREST and any and all other claims, including, but not limited to, compensation for loss of goodwill, business value, severance damages, pre-condemnation and inverse condemnation damages, delay damages, lost rent, improvements pertaining to the realty, fixtures and equipment, relocation benefits pursuant to 42 U.S.C. § 4601, *et seq.*, or the California Relocation Assistance Law, California Government Code § 7260 *et seq.*, any regulations promulgated pursuant thereto, interest, attorney's fees, expert's fees, litigation expenses and court costs recoverable pursuant to Code of Civil Procedure § 1268.710, and revenue, if any, that GM GABRYCH may have arising out of the CITY's acquisition of the

FEE INTEREST. GM GABRYCH hereby waives any rights to additional compensation for the FEE INTEREST other than the compensation set forth herein.

4. **Ownership of the SUBJECT PROPERTY.** GM GABRYCH represents and warrants as a material term of this Agreement that GM GABRYCH has not heretofore assigned, transferred, released, or granted, or purported to assign, transfer, release, or grant, any claim disposed of by this Agreement, and that GM GABRYCH is the owner of the SUBJECT PROPERTY. In executing this Agreement, GM GABRYCH further warrants and represents that none of the claims released by GM GABRYCH hereunder have been, or will in the future be, assigned, conveyed, or transferred in any fashion to any other person and/or entity.

5. **Representations.** Each of the PARTIES agrees and represents that they have made such investigation of the facts pertaining to this Agreement and all matters pertaining hereto as they have determined reasonable and necessary. This Agreement is intended to be final and binding among the PARTIES hereto.

6. **GM GABRYCH's Release.** Except as provided herein, GM GABRYCH, for himself and all of his successors, assigns, and agents, do hereby fully and forever release and discharge the CITY and all of its successors, assigns, and agents from any and all claims, including, but not limited to, claims for fair market value beyond the Settlement Amount and other consideration set forth in this Agreement, loss of goodwill, business value, severance damages, pre-condemnation and inverse condemnation damages, delay damages, lost rent, improvements pertaining to the realty, fixtures and equipment, relocation benefits pursuant to 42 U.S.C. § 4601, *et seq.*, or the California Relocation Assistance Law, California Government Code § 7260 *et seq.*, any regulations promulgated pursuant thereto, interest, attorney's fees, expert's fees, litigation expenses and court costs recoverable pursuant to Code of Civil Procedure § 1268.710, claims to improvements to realty, rights, costs, statutory interest relocation benefits, any other damages, costs or expenses arising from any and all actions of the CITY, and compensation of any nature whatsoever, which GM GABRYCH has or may

hereafter accrue, including without limitation, any and all known and unknown, foreseen and unforeseen claims, damage and injury, relating to, or in any way, directly or indirectly, involving or arising out of any facts or circumstances related to the CITY's acquisition of the FEE INTEREST.

7. **CITY's Release.** Except as provided herein, the CITY for itself and all of its successors, assigns, and agents, does hereby fully and forever release and discharge GM GABRYCH and all of his successors, assigns, and agents from any and all claims, rights, costs, relocation benefits, any other damages, costs or expenses arising from any and all actions of GM GABRYCH, and compensation of any nature whatsoever, which the CITY has or may hereafter accrue, including without limitation, any and all known and unknown, foreseen and unforeseen claims, damage and injury, relating to, or in any way, directly or indirectly, involving or arising out of any facts or circumstances related to the CITY's acquisition of the FEE INTEREST.

8. **Waivers.** It is the intention and understanding of the PARTIES hereto that the Agreement shall be effective as a full and final accord and satisfaction and compromise and release of each and every settled or released matter pertaining or related to the FEE INTEREST. In connection with such compromise, waiver and relinquishment, the PARTIES acknowledge that they are aware that they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the conveyance of the FEE INTEREST between the PARTIES on the subject matter of this instrument, but that, except as is otherwise provided herein, it is their intention hereby to fully, finally and forever settle and release all matters, disputes and differences, known or unknown, suspected or unsuspected, which do now exist, may exist, or heretofore have existed, and that in furtherance of such intention, the release actually given herein shall be and remain in effect as a full and complete general release, notwithstanding the discovery or existence of any such additional or different facts. In furtherance of this intention, the PARTIES acknowledge that

they are familiar with Section 1542 of the *Civil Code* of the State of California which provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

The PARTIES hereby expressly waive or relinquish any right or benefit which they have, or might have, under Section 1542 of the *Civil Code* of the State of California and all other similar provisions of law of other jurisdictions to the fullest extent allowed by law. Notwithstanding the foregoing, nothing in this Section 8 is intended to waive or relinquish (i) the obligations imposed by this Agreement, or (ii) any future or unknown acts of intentional fraud, deceit or misrepresentation.

GM GABRYCH's Initials: \_\_\_\_\_

CITY Representative's Initials: \_\_\_\_\_

#### **OTHER TERMS AND PROVISIONS:**

9. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of California. The PARTIES expressly agree that any disputes, disagreements or actions shall be venued with the Superior Court of Riverside County, State of California.

10. **Integrated Agreement.** This Agreement contains the entire understanding and agreement between the PARTIES, and the terms and conditions contained herein shall inure to the benefit of, and be binding upon the PARTIES hereto. No other representations, or other prior or contemporaneous agreements, whether oral or written, respecting such matters not specifically incorporated herein shall be deemed in any way to exist or bind any of the PARTIES hereto.

11. **Modification.** No supplement, modification, amendment, or waiver of any provision of this Agreement shall be binding unless executed in writing by all of the PARTIES. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision whether or not similar, nor shall waiver constitute a continuing waiver.

12. **Binding on Successors.** This Agreement and the covenants and conditions contained herein shall obligate, bind, extend to and inure to the benefit of the PARTIES and each of their respective successors in interest.

13. **Future Cooperation.** The PARTIES expressly agree to execute documents, provide information, and to cooperate in good faith to effectuate the purpose of this Agreement.

14. **Counterparts.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and shall constitute an agreement to be effective as of the date of signing. Further, signatures transmitted and memorialized by facsimile shall be deemed to have the same weight and effect as an original signature. The PARTIES may agree that an original signature will be substituted at some later time for any facsimile signature.

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

16. **Invalid Clause May Be Severed.** If any provision, clause, or part of the Agreement is adjudged illegal, invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

**[SIGNATURES ON THE FOLLOWING PAGE]**

I have carefully read and fully understand, and hereby execute, this Agreement.

GM GABRYCH FAMILY LIMITED  
PARTNERSHIP, a California limited partnership  
By: Bodega Corp., a Nevada Corporation, General  
Partner

---

Eugene M. Gabrych  
President

I have carefully read and fully understand, and hereby execute, this Agreement.

CITY OF PERRIS, a municipal corporation

---

Richard Belmudez, City Manager

ATTEST:

---

Nancy Salazar  
City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Nicolas D. Papajohn  
Attorney for the CITY OF PERRIS

**[END SIGNATURES]**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**[on following page]**



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

THE WESTERLY 25.00 FEET OF LOT 2 OF BLOCK 18 OF THE MAP OF THE RIVERSIDE TRACT, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 14 AT PAGE 668 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA;

**EXCEPTING THEREFROM** THOSE PORTIONS CONDEMNED TO SAID CITY OF PERRIS BY FINAL JUDGEMENT AND ORDER OF CONDEMNATION, CASE NO. RIC 500185, RECORDED APRIL 08, 2010 AS DOCUMENT NO. 0161210, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

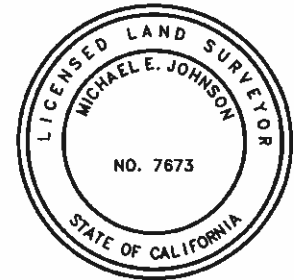
CONTAINING 0.33 ACRES, MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.  
PREPARED UNDER MY SUPERVISION

  
\_\_\_\_\_  
MICHAEL E. JOHNSON, L.S. 7673

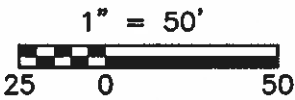
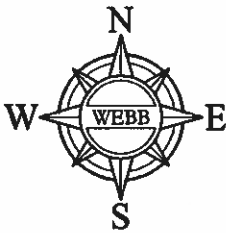
\_\_\_\_\_  
9/17/19  
DATE

PREPARED BY: AL  
CHECKED BY: mf



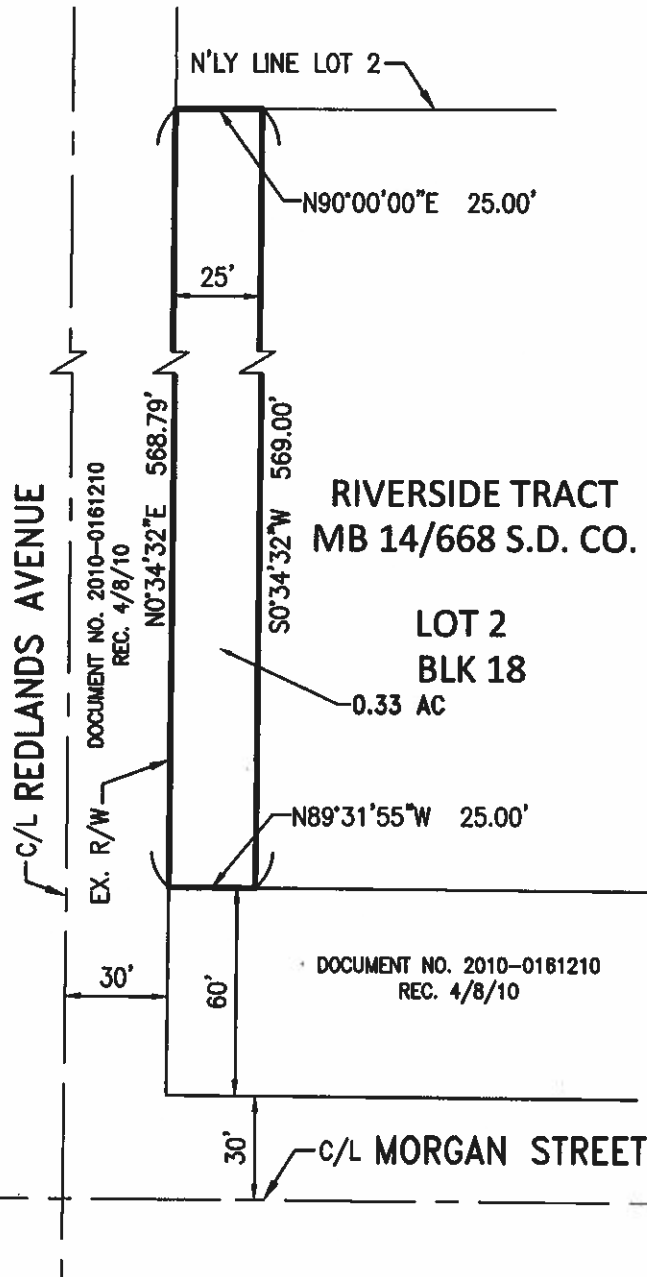
**EXHIBIT "B"**  
**PLAT MAP**  
**[on following page]**

EXHIBIT "B"



9/17/19

SEC. 8, T4S, R3W, SBM



ALBERT A.  
**WEBB**  
ASSOCIATES

CITY OF PERRIS, CALIFORNIA

G:\2017\17-0173\Drawings\Mapping\RW for City\17-0173-C-RW.dwg 9/12/2019

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT.  
ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O.  
17-0173

SCALE: AS SHOWN | DRWN BY AL | DATE 9/17/19 | SUBJECT: EXHIBIT "B"  
CHKD BY MA | DATE 9/17/19

EXHIBIT "C"  
GRANT DEED  
[on following page]

FREE RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

City of Perris  
101 North D Street  
Attn: Judy Haughney, Assistant City Clerk

---

(Space Above This Line for Recorder's Office Use Only)  
(Exempt from Recording Fee per Gov. Code § 6103)

**GRANT DEED**

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, GM GABRYCH FAMILY LIMITED PARTNERSHIP, a California limited partnership ("Grantor"), hereby grant(s) to the CITY OF PERRIS, a municipal corporation and general law city ("Grantee"), the fee simple interest in that certain portion of the real property located on the northeast corner of Morgan Street and Redlands Avenue, in the City of Perris, County of Riverside, California, which is referred to as Assessor's Parcel Number ("APN") 303-150-012, that is identified and described in the Legal Description attached hereto and incorporated herein as Exhibit "A" and depicted on the map attached hereto and incorporated herein as Exhibit "B."

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers or agents hereunto as of the date first above written.

**"GRANTOR":**

GM GABRYCH FAMILY LIMITED  
PARTNERSHIP, a California limited  
partnership

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Eugene M. Gabrych  
President

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and executed as of \_\_\_\_\_, 2019 by and between the CITY OF PERRIS, a municipal corporation (hereinafter “CITY”), and EASTERN MUNICIPAL WATER DISTRICT, a public agency organized and existing under and by virtue of the Municipal Water District Law of 1911 (hereinafter referred to as “EMWD”). Hereinafter the CITY and EMWD shall be collectively referred to as the “PARTIES” and each individually as a “PARTY” and with reference to the following definitions and recitals:

### **RECITALS:**

A. The City seeks to acquire a portion of the property located on the southeast corner of Morgan Street and Redlands Avenue, in the City of Perris, County of Riverside, California, with Assessor’s Parcel Number 303-160-010 (“SUBJECT PROPERTY”) for the widening and improvement of Redlands Avenue (“PROJECT”).

B. Specifically, it is necessary for the CITY to acquire a fee simple interest in the portion of the SUBJECT PROPERTY described in the legal descriptions attached hereto and incorporated herein by this reference as Exhibit “A” and depicted on the map attached hereto and incorporated herein by this reference as Exhibit “B” (“FEE INTEREST”).

C. On November 5, 2018, the CITY mailed a *Government Code* § 7267.2 offer letter to EMWD, owners of record of the SUBJECT PROPERTY, for the acquisition of the FEE INTEREST for the construction of the PROJECT.

D. Thereafter, the PARTIES entered into negotiations for the acquisition of the FEE INTEREST.

E. By entering into this Agreement, the PARTIES desire to resolve all issues related to the granting of the FEE INTEREST by EMWD to the CITY and enter into this Agreement to FINALLY, FULLY and COMPREHENSIVELY settle and avoid legal action.

NOW THEREFORE, in consideration of the covenants herein contained, and based upon the representations in the above Recitals, which are incorporated by this reference into the terms of the Agreement, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the PARTIES hereby agree as follows, in full and complete settlement of this matter:

**AGREEMENT:**

1. **Consideration.** EMWD grants the FEE INTEREST to the CITY for a payment of Twenty One Thousand Two Hundred Fifty Dollars and Zero Cents (\$21,250.00) (“Settlement Amount”).

2. **Further Compensation.** EMWD hereby acknowledges that the Settlement Amount and terms of this Agreement constitute full and just compensation for the FEE INTEREST and any and all other claims, including, but not limited to, compensation for loss of goodwill, business value, severance damages, pre-condemnation and inverse condemnation damages, delay damages, lost rent, improvements pertaining to the realty, fixtures and equipment, relocation benefits pursuant to 42 U.S.C. § 4601, *et seq.*, or the California Relocation Assistance Law, California Government Code § 7260 *et seq.*, any regulations promulgated pursuant thereto, interest, attorney’s fees, expert’s fees, litigation expenses and court costs recoverable pursuant to Code of Civil Procedure § 1268.710, and revenue, if any, that EMWD may have arising out of the CITY’s acquisition of the FEE INTEREST. EMWD hereby waives any rights to additional compensation for the FEE INTEREST other than the compensation set forth herein.

3. **Escrow.** The conveyance of the FEE INTEREST to the CITY shall be accomplished through an escrow with Common Wealth Land Title Insurance Company. The CITY shall pay all escrow fees related to this transaction.

- a. EMWD shall make the following deposits into escrow:
  - i. EMWD shall deposit into escrow a Grant Deed substantially in the form and substance of Exhibit “C” to this Agreement conveying the fee simple interest in a portion of APN 303-160-010 to the City for street right-of-way.
- b. The CITY shall make the following deposits into escrow:
  - i. The Settlement Amount, by a check or warrant payable to EMWD.
  - ii. A certificate of acceptance for the Grant Deed deposited into escrow by EMWD.
- c. The escrow officer shall disburse funds and deliver documents from escrow as follows:
  - i. Deliver the check for the Settlement Amount to EMWD.
  - ii. Deliver a conformed copy of the recorded Grant Deed to counsel for the City.

4. **Title Insurance.** At the close of escrow, the escrow officer shall direct Commonwealth Land Title Insurance Company (“Title Company”) to issue an ALTA Standard Coverage Policy of title insurance to CITY with coverage in an amount equal to the Settlement Amount showing title vested in CITY subject only to the standard printed exceptions and conditions in the policy (“Title Policy”), at CITY’s sole expense.

5. **Ownership of the SUBJECT PROPERTY.** EMWD represents and warrants as a material term of this Agreement that EMWD has not heretofore assigned, transferred, released, or granted, or purported to assign, transfer, release, or grant, any claim disposed of by this Agreement, and that EMWD is the owner of the SUBJECT PROPERTY. In executing this Agreement, EMWD further warrants and represents that none of the claims released by EMWD hereunder have been, or will in the future be, assigned, conveyed, or transferred in any fashion to any other person and/or entity.



6. **Representations.** Each of the PARTIES agrees and represents that they have made such investigation of the facts pertaining to this Agreement and all matters pertaining hereto as they have determined reasonable and necessary. This Agreement is intended to be final and binding among the PARTIES hereto.

7. **EMWD's Release.** Except as provided herein, EMWD, for itself and all of its successors, assigns, and agents, do hereby fully and forever release and discharge the CITY and all of its successors, assigns, and agents from any and all claims, including, but not limited to, claims for fair market value beyond the Settlement Amount and other consideration set forth in this Agreement, loss of goodwill, business value, severance damages, pre-condemnation and inverse condemnation damages, delay damages, lost rent, improvements pertaining to the realty, fixtures and equipment, relocation benefits pursuant to 42 U.S.C. § 4601, *et seq.*, or the California Relocation Assistance Law, California Government Code § 7260 *et seq.*, any regulations promulgated pursuant thereto, interest, attorney's fees, expert's fees, litigation expenses and court costs recoverable pursuant to Code of Civil Procedure § 1268.710, claims to improvements to realty, rights, costs, statutory interest relocation benefits, any other damages, costs or expenses arising from any and all actions of the CITY, and compensation of any nature whatsoever, which EMWD has or may hereafter accrue, including without limitation, any and all known and unknown, foreseen and unforeseen claims, damage and injury, relating to, or in any way, directly or indirectly, involving or arising out of any facts or circumstances related to the City's acquisition of the FEE INTEREST.

8. **CITY's Release.** Except as provided herein, the CITY for itself and all of its successors, assigns, and agents, does hereby fully and forever release and discharge EMWD and all of its successors, assigns, and agents from any and all claims, rights, costs, relocation benefits, any other damages, costs or expenses arising from any and all actions of EMWD, and compensation of any nature whatsoever, which the CITY has or may hereafter accrue, including without limitation, any and all known and unknown, foreseen and unforeseen claims,

damage and injury, relating to, or in any way, directly or indirectly, involving or arising out of any facts or circumstances related to the City's acquisition of the FEE INTEREST.

9. **Waivers.** It is the intention and understanding of the PARTIES hereto that the Agreement shall be effective as a full and final accord and satisfaction and compromise and release of each and every settled or released matter pertaining or related to the FEE INTEREST. In connection with such compromise, waiver and relinquishment, the PARTIES acknowledge that they are aware that they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the conveyance of the FEE INTEREST between the PARTIES on the subject matter of this instrument, but that, except as is otherwise provided herein, it is their intention hereby to fully, finally and forever settle and release all matters, disputes and differences, known or unknown, suspected or unsuspected, which do now exist, may exist, or heretofore have existed, and that in furtherance of such intention, the release actually given herein shall be and remain in effect as a full and complete general release, notwithstanding the discovery or existence of any such additional or different facts. In furtherance of this intention, the PARTIES acknowledge that they are familiar with Section 1542 of the *Civil Code* of the State of California which provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

The PARTIES hereby expressly waive or relinquish any right or benefit which they have, or might have, under Section 1542 of the *Civil Code* of the State of California and all other similar provisions of law of other jurisdictions to the fullest extent allowed by law. Notwithstanding the foregoing, nothing in this Section 9 is intended to waive or relinquish (i) the obligations imposed by this Agreement, or (ii) any future or unknown acts of intentional fraud, deceit or misrepresentation.

EMWD Representative's Initials: \_\_\_\_\_

CITY Representative's Initials: \_\_\_\_\_

**OTHER TERMS AND PROVISIONS:**

10. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of California. The PARTIES expressly agree that any disputes, disagreements or actions shall be venued with the Superior Court of Riverside County, State of California.

11. **Integrated Agreement.** This Agreement contains the entire understanding and agreement between the PARTIES, and the terms and conditions contained herein shall inure to the benefit of, and be binding upon the PARTIES hereto. No other representations, or other prior or contemporaneous agreements, whether oral or written, respecting such matters not specifically incorporated herein shall be deemed in any way to exist or bind any of the PARTIES hereto.

12. **Modification.** No supplement, modification, amendment, or waiver of any provision of this Agreement shall be binding unless executed in writing by all of the PARTIES. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision whether or not similar, nor shall waiver constitute a continuing waiver.

13. **Binding on Successors.** This Agreement and the covenants and conditions contained herein shall obligate, bind, extend to and inure to the benefit of the PARTIES and each of their respective successors in interest.

14. **Future Cooperation.** The PARTIES expressly agree to execute documents, provide information, and to cooperate in good faith to effectuate the purpose of this Agreement.

15. **Counterparts.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and shall constitute an agreement to be effective as of the date of signing. Further, signatures transmitted and memorialized by facsimile shall be

deemed to have the same weight and effect as an original signature. The PARTIES may agree that an original signature will be substituted at some later time for any facsimile signature.

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

17. **Invalid Clause May Be Severed.** If any provision, clause, or part of the Agreement is adjudged illegal, invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

**[SIGNATURES ON THE FOLLOWING PAGE]**

I have carefully read and fully understand, and hereby execute, this Agreement.

EASTERN MUNICIPAL WATER DISTRICT, a public agency organized and existing under and by virtue of the Municipal Water District Law of 1911

\_\_\_\_\_  
John J. Ward  
Director of Engineering Services

I have carefully read and fully understand, and hereby execute, this Agreement.

CITY OF PERRIS, a municipal corporation

\_\_\_\_\_  
Richard Belmudez, City Manager

ATTEST:

\_\_\_\_\_  
Nancy Salazar  
City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
June S. Ailin  
Attorney for the CITY OF PERRIS

**[END SIGNATURES]**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
[on following page]

**EXHIBIT "A"**  
LEGAL DESCRIPTION

*BEING A PORTION OF THE FOLLOWING DESCRIBED LAND.*

*THE WESTERLY 134 FEET OF THE NORTHERLY 154 FEET OF LOT 1 IN BOOK 19 OF THE RIVERSIDE TRACT, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, PER MAP RECORDED IN BOOK 14, PAGE 668 OF MAPS, SAN DIEGO COUNTY RECORDS. EXCEPTING THERE FROM THE NORTHERLY 30 FEET OF THE WESTERLY 134 FEET, AND THE WESTERLY 30 FEET OF THE NORTHERLY 154 FEET OF SAID LOT.*

*SAID PORTION IS DESCRIBED AS FOLLOWS:*

*BEGINNING AT THE NORTHWEST CORNER OF THE AFORE DESCRIBED LAND;*

*THENCE NORTH 89°34'34" WEST ALONG THE NORTH LINE OF SAID LAND 41.88 FEET;*

*THENCE LEAVING SAID NORTH LINE, SOUTH 00°25'26" WEST 17.00 FEET;*

*THENCE SOUTH 47°05'40" WEST 33.92 FEET TO A POINT IN A LINE THAT IS PARALLEL WITH AND DISTANT 17.00 FEET EASTERLY OF THE WEST LINE OF SAID PARCEL;*

*THENCE SOUTH 00°35'26" WEST ALONG SAID PARALLEL LINE 84.07 FEET TO A POINT IN THE SOUTH LINE OF SAID PARCEL;*

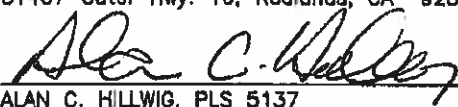
*THENCE NORTH 89°34'34" WEST ALONG SAID SOUTH LINE 17.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL;*

*THENCE NORTH 00°35'26" EAST ALONG THE WEST LINE OF SAID PARCEL 124.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL AND THE POINT OF BEGINNING.*

*SAID PARCEL CONTAINS 2817 SQUARE FEET, MORE OR LESS.*

APN 303-160-010 EMWD



Prepared by HILLWIG-GOODROW, INC.: 31407 Outer Hwy. 10, Redlands, CA 92373 (888) 626-5137  ALAN C. HILLWIG, PLS 5137 LICENSE EXPIRES: 6-30-15	N/A
	FILE NO.: 516-023
	DATE: JANUARY 6, 2015
	SHEET <u>1</u> OF <u>1</u>

**EXHIBIT "B"**  
**PLAT MAP**  
[on following page]

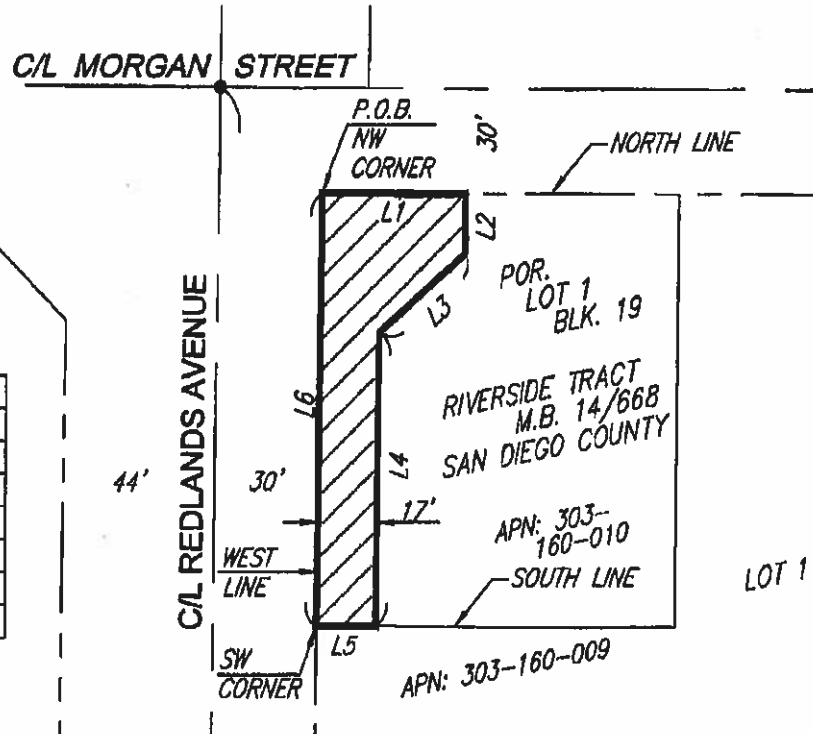


# EXHIBIT "B"

A PORTION OF LOT 1 IN BLOCK 19 OF THE RIVERSIDE TRACT, IN  
THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF  
CALIFORNIA, PER MAP RECORDED IN BOOK 14, PAGE 688 OF MAPS,  
SAN DIEGO COUNTY RECORDS.



LINE DATA		
NO.	BEARING	LENGTH
L1	N89°34'34"W	41.88'
L2	S00°25'26"W	17.00'
L3	S47°54'0"W	33.92'
L4	S00°35'26"W	84.07'
L5	N89°34'34"W	17.00'
L6	N00°35'26"E	124.00'



Prepared by HILLWIG-GOODROW, INC.:  
31407 Outer Hwy. 10, Redlands, CA 92373 (888) 626-5137

*Alan C. Hillwig* 3/3/15  
ALAN C. HILLWIG, PLS 5137 DATE  
LICENSE EXPIRES: 6-30-15

SCALE: 1" = 50'

FILE NO.: 516-023

DATE: JANUARY 2015

SHEET 1 OF 1

PROGRESS SET: 2-20-2015

EXHIBIT "C"  
GRANT DEED  
[on following page]

FREE RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

City of Perris  
101 North D Street  
Attn: Judy Haughney, Assistant City Clerk

---

(Space Above This Line for Recorder's Office Use Only)  
(Exempt from Recording Fee per Gov. Code § 6103)

**GRANT DEED**

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, EASTERN MUNICIPAL WATER DISTRICT, a public agency organized and existing under and by virtue of the Municipal Water District Law of 1911, hereby grant(s) to the CITY OF PERRIS, a municipal corporation and general law city ("Grantee"), the fee simple interest in that certain portion of the real property located on the southeast corner of Morgan Street and Redlands Avenue, in the City of Perris, County of Riverside, California, which is referred to as Assessor's Parcel Number ("APN") 303-160-010, that is identified and described in the Legal Description attached hereto and incorporated herein as Exhibit "A" and depicted on the map attached hereto and incorporated herein as Exhibit "B."

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers or agents hereunto as of the date first above written.

**"GRANTOR":**

EASTERN MUNICIPAL WATER DISTRICT, a public agency organized and existing under and by virtue of the Municipal Water District Law of 1911

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Paul D. Jones, II, General Manager



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** November 12, 2019

**SUBJECT:** Award Contract to Helix Environmental Planning, Inc. for professional environmental services required under the California Environmental Quality Act (CEQA) for the Enchanted Hills Park.

**REQUESTED ACTION:** That the City Council award a contract to Helix Environmental Planning, Inc. for a total of \$94,850 for the professional environmental services required for CEQA; Authorize the City Manager to enter into contract with Helix Environmental Planning, Inc.; and a budget amendment request to appropriate \$94,850 from Industrial Park Development Impact Fund to Enchanted Hills Park Project Fund.

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

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#### BACKGROUND/DISCUSSION:

The Enchanted Hills area was identified as a park deficient community and after a series of public meetings to gather community input, a group of nine (9) vacant parcels located on the 1300 block of West Metz Road, north of West San Jacinto Avenue and Navajo Road was selected as the preferred park site for the future Enchanted Hills Park. The park project area is comprised of a total 22.5 acres of vacant land.

The California Department of Parks and Recreation Office of Grants and Local Services has a grant opportunity under the Proposition 68 Statewide Park Program ("SPP") Grant for the development of new parks, expansion, or revitalization of existing parks for a maximum amount of \$8.5 million. Eligible projects are those that are in critically underserved communities and have 0 acres of park accessibility. The Enchanted Hills Park Project fits the criteria for a competitive application and the City submitted an application on August 5, 2019.

In preparation for the construction of the Park if awarded the grant in early 2020, City staff have been working with Community Works Design Group, a landscape architectural firm for the conceptual park design. As part of the project planning process, the project requires environmental assessments under the California Environmental Quality Act (CEQA). Staff solicited bids from qualified, professional consultants to perform an environmental assessment on the park project site, and proceeded with interviews on October 9, 2019 with three qualified firms. The interview results were presented to the Parks and Recreation Committee on October 16, 2019. Staff recommends to award contract to Helix Environmental Planning Inc. for their extensive experience in CEQA preparation.

Respectfully, Staff recommends that the City Council award a contract to Helix Environmental Planning, Inc. for a total contract sum of \$94,850 for the professional environmental services needed for the Enchanted Hills Park project.

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**BUDGET (or FISCAL) IMPACT:**

Costs associated for the environmental services requires City Council approval of a budget amendment in Fiscal Year 2019-2020, appropriating a total amount of \$94,850 from the Industrial Park Development Impact Fund to Enchanted Hills Park Project Fund (CIP P034).

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Prepared by: Eduardo Sida, Management Analyst

**REVIEWED BY:**

City Attorney \_\_\_\_\_  
Assistant City Manager \_\_\_\_\_  
Finance Director \_\_\_\_\_



Attachments: Draft Helix Environmental Planning, Inc. Contract Service Agreement  
Bid Summary Sheet

Consent: X  
Public Hearing:  
Business Item:  
Presentation:  
Other:

**CITY OF PERRIS**  
**CONTRACT SERVICES AGREEMENT FOR**  
**HELIX ENVIRONMENTAL PLANNING, INC. FOR**  
**ENVIRONMENTAL STUDIES DOCUMENTATION FOR CEQA**

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 Helix Environmental Planning, Inc. ("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 ninety four thousand eight hundred fifty dollars and no cents (**\$94,850.00**) ("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 twelve (12) 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"  
Helix Environmental Planning, Inc.  
7578 El Cajon Boulevard  
La Mesa, CA 91942

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 **Helix Environmental Planning, Inc.** dated August 30, 2019, which are attached with this Exhibit A.



HELIX Environmental Planning, Inc.  
7578 El Cajon Boulevard  
La Mesa, CA 91942  
619.462.1515 tel  
619.462.0552 fax  
www.helixepi.com



August 30, 2019

Mr. Eduardo Sida, MPH  
Management Analyst  
City of Perris Community Service Department  
135 N. D Street  
Perris, CA 92570

**Subject: Scope and Cost Estimate for Environmental Services for the Enchanted Hills Park Project**

Dear Mr. Sida:

HELIX Environmental Planning, Inc. (HELIX) is pleased to offer our environmental consulting services to the City of Perris (City; Client) related to the Enchanted Hills Park Project (Project) located in Perris, California. Based on the information provided, our understanding of the proposed Project is outlined below, followed by a brief description of HELIX's qualifications, our proposed scope of services, and a cost estimate. The scope of work described below is based on HELIX's noted understanding of the Project.

### **PROJECT UNDERSTANDING**

The approximately 22-acre Project site, which is located in the Enchanted Hills area of Perris, is bound by Metz Road on the north, Watson Road on the south, and residential homes that front Altura Drive to the east and Carter Drive to the west. The Enchanted Hills area was recognized as a park-deficient community and subsequently, the City was awarded funds through California Department of Housing and Community Development to assist in the acquisition of parcels to create a park. Currently, the City is in the process of applying for a Proposition 68 – Statewide Park Development and Community Revitalization Program grant to construct the park. Additionally, the Project site, which is located in what the City's General Plan designates as Planning Area 7 notes that there is a need for active parkland and sports fields for use by residents in this area.

Through a series of community outreach efforts, the City prepared a conceptual plan for the Project. The plan includes a combination of passive and active recreational features including a multi-use field, child play area, tot play area, half-court basketball courts, BMX course improvements, splash play area, skate spot, zip line, trails and bridges, restroom buildings picnic shelters, art rocks, hardscape area, and parking. Additionally, the Project would retain and incorporate with improvements some of the existing site features, such as Owl Rock, which is a painted boulder and as noted the existing BMX course that has been constructed on the Project site by local neighbors. The conceptual plan also identifies a detention basin near the Weston Road Project entrance. There are three entrances to the site; one at

the intersection of Weston Road and Diana Street and two entrances that form a horse-shoe drive adjacent to and accessible from Metz Road.

Currently the Project site is largely undeveloped; however, there are several trails, the BMX course, and other signs of disturbance and man-made features. Site topography is relatively flat with a slight slope from the north to the south. While many natural features of the site would be retained, park development would include the introduction of hardscape and impermeable surfaces as well as turfed and landscaped areas.

Presently the site is zoned as R5 – Mobile Home Subdivision and has a General Plan land use designation of R 6,000 (Single-Family Residential 6,000, square foot lot). Thus, the Project would require a zone change and a General Plan amendment.

## **FIRM QUALIFICATIONS**

HELIX is a California Corporation and a leader in environmental planning, design, and natural resource sustainability. HELIX was established in 1991 and is headquartered in La Mesa, with additional offices in Carlsbad, Riverside, Irvine, Folsom, and Rocklin. For more than 27 years, HELIX has assisted our clients in complying with local, state and federal environmental laws and regulations. Creative problem-solving, a high level of commitment to our clients, and high-quality services and products are the hallmark of HELIX's success.

Primary services provided by HELIX include environmental program management, preparation of environmental documentation in compliance with California Environmental Quality Act (CEQA); and in-house technical service capabilities for biological and cultural resources studies, acoustical and air quality/greenhouse gas (GHG) studies, regulatory permitting, agricultural studies, and visual impact studies; support for public/community outreach efforts; mitigation planning, monitoring and compliance; geographic information systems (GIS) services; and native habitat restoration design, construction, and maintenance. With approximately 200 staff company-wide, HELIX is a well-established company in California, with the depth of resources necessary to deliver high quality, multi-disciplinary environmental documents for this project in a timely manner.

HELIX has extensive experience preparing environmental documentation and technical studies in conformance with the regulations and policies of the City. Specifically, HELIX has completed technical studies and environmental documentation for a variety of projects in Perris including gnatcatcher surveys for the Metropolitan Water District of Southern California for the Oxygen Supply Facility in Perris, biological consulting services for the Riverside County Transportation Commission for the railroad alignment improvements along the Perris Valley Line, and the City of Perris Linear Park Multi-Species Habitat Conservation Plan Compliance Report.

## **SCOPE OF SERVICES**

HELIX will prepare the following technical studies to support the preparation of the environmental documentation: Air Quality/GHG Emissions Technical Report, Biological Resources Technical Report, Cultural Resources Analysis, and a Noise Letter Report. Additional support will be provided by Paleo Solutions, for the preparation of a Paleontological Assessment, CValdo for the preparation of a Hydrological Study and Preliminary Water Quality Management Plan (PWQMP), and Urban Crossroads for traffic analysis. HELIX will prepare the Draft Initial Study and Mitigated Negative Declaration

(IS/MND), which will include a detailed discussion of the environmental issue area and summaries of the technical reports. The technical reports will be included as appendices to the IS/MND.

HELIX will submit electronic versions of the draft technical reports in Adobe Acrobat format. HELIX will make one round of revisions pursuant to comments from City staff. Up to three hard copies of each technical report will be provided if requested. This scope assumes that once preparation of the analysis has begun, no changes to the Project design or assumptions will occur such that re-analysis or re-modeling will be required.

Below is a detailed discussion of each task included in this scope of services for the Project.

**Task 1: Air Quality/GHG Emissions Technical Report**

HELIX will prepare an air quality and GHG emissions technical report in accordance with the requirements of CEQA. HELIX will coordinate with the City to obtain the Project description and drawings; data relative to Project phasing; construction methods and timing; export and import of soils and materials (if applicable); anticipated energy and water use; Project design features that will reduce energy use and GHG emissions; and other data relative to air quality and GHG emissions. HELIX will estimate the emissions of criteria pollutants and GHGs using California Emission Estimator Model (CalEEMod).

HELIX will analyze the proposed Project's air quality impacts, addressing the issues described in the CEQA Guidelines Appendix G and in accordance with significance criteria established by the South Coast Air Quality Management District (SCAQMD). Exposure of sensitive receptors to criteria pollutants generated on the Project site will be analyzed using the SCAQMD Local Significance Thresholds (LST) lookup table methodology. It is expected that the Project would not cause severe congestion at a major intersection resulting in a local carbon monoxide (CO) "hotspot;" therefore, no dispersion modeling is included in this Scope of Work for LST or CO analysis; if dispersion modeling is required for local impact analysis, a contract amendment will be required.

A qualitative evaluation of potential health risks and objectionable odors will be conducted in accordance with the recommendations found in CARB's *Air Quality and Land Use Handbook: A Community Health Perspective*. Additionally, the analysis will include a determination of Project conformity with the Air Quality Management Plan. If potential significant impacts are identified, HELIX will recommend appropriate mitigation measures.

HELIX will analyze potential GHG emission impacts; describing the methodology used to estimate GHG emission impacts, assessing potential impacts and identifying mitigation measures, as appropriate and necessary. Significance will be assessed based on the SCAQMD's interim threshold of 3,000 metric tons of GHG emissions per year for development projects. Significance will also be assessed by considering whether implementation of the Project would conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of GHGs including the Western Riverside Council of Governments *Subregional Climate Action Plan*.

HELIX will provide the results of the air quality and GHG analyses in a technical report. The report will include descriptions of existing air quality and applicable regulations and policies; the results of the analyses described above, including a determination of the level of significance of impacts in accordance with CEQA guidelines.

**Task 2: Biological Resources Technical Analysis**

HELIX will provide biological technical analyses to support the proposed Project. Subtasks include a General Biological Survey and Western Riverside Multiple Species Habitat Conservation Plan (MSHCP) Habitat Assessment; a Burrowing Owl Focused Survey; a General Biological Resources Assessment & MSHCP Consistency Analysis Report, and general support during MSHCP Consistency Review.

**Subtask 2a: General Biological Survey & MSHCP Habitat Assessment**

HELIX will conduct a general biological survey and MSHCP habitat assessment of the Project site to map vegetation communities; assess the suitability of habitat for sensitive plant and animal species (including Burrowing Owl in accordance with MSHCP requirements); preliminarily map potential jurisdictional waters and wetlands, if present (including Riparian/Riverine Areas in accordance with MSHCP requirements); and note any other sensitive biological resources present or with potential to occur. Representative photographs and a comprehensive list of plant and animal species observed will be obtained in the field. The results of the survey will inform the Burrowing Owl Focused Survey and General Biological Resources Assessment and MSHCP Consistency Report tasks described below.

**Subtask 2b: Burrowing Owl Focused Survey**

The Project site occurs within a required Burrowing Owl Survey Area for the MSHCP. Based on HELIX's experience at nearby locations and a preliminary review of the site, focused surveys for Burrowing Owl are likely to be required to demonstrate presence or absence of the species and MSHCP consistency during CEQA review. As such, HELIX will conduct required Burrowing Owl focused surveys in accordance with the March 29, 2006 Burrowing Owl Survey Instructions for the Western Riverside MSHCP Area, which requires a burrow survey component and four focused burrowing owl surveys conducted during the species' breeding season (March 1 through August 31). HELIX assumes the surveys will be completed in the spring and/or early summer of 2020. The survey methods and results will be documented in a brief letter report, with appropriate maps attached, in accordance with MSHCP requirements. The report will be submitted to the City and appended to the General Biological Resources Assessment and MSHCP Consistency Report addressed in this task below. In the case of a positive survey findings, a copy of the report would also be submitted to the Western Riverside County Regional Conservation Authority (RCA) and California Department of Fish and Wildlife (CDFW).

**Subtask 2c: General Biological Resources Assessment & MSHCP Consistency Analysis Report**

Upon completion of fieldwork, HELIX will prepare a biological resources technical report to support MSHCP consistency determination and CEQA review for the Project by the City. This report will describe the survey methods employed; present the results of the fieldwork; assess the potential for additional sensitive resources to occur on the site; identify regulatory issues related to the resources on the site; calculate Project impacts; and recommend potential mitigation measures in accordance with CEQA Appendix G and MSHCP requirements. HELIX assumes that the City will provide a site plan that identifies all areas planned for grading, brush management, and other physical ground disturbance.

HELIX will provide as-needed support to the City during processing of MSHCP consistency documentation for the Project. The effort necessary can vary depending on the biological resource issues, among other factors. For cost purposes, HELIX has assumed four hours of Principal and GIS Specialist time for this task to participate in phone and e-mail correspondence and attend meetings.

Only the number of hours expended will be billed. If the City requests additional services that expend this budget, a contract amendment will be required.

This scope for the Biological Resources Technical Analysis assumes that no focused rare plant surveys will be required due to the Project site's location outside of the Narrow Endemic Plant Species Survey Area and Criteria Area Species Survey Area for the MSHCP, and the presumed lack of suitable habitat for special-status plant species not covered under the MSHCP that would require analysis pursuant to CEQA. In the unexpected event that focused rare plant surveys are required to conclusively demonstrate presence or absence of a non-covered species and inform the CEQA determination, the surveys would be conducted in the spring and early summer of 2020 pursuant to a contract amendment.

This scope also assumes that no Riparian/Riverine Areas or Vernal Pools as defined under MSHCP Section 6.1.2 and that no jurisdictional waters or wetlands regulated by the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and/or CDFW are present on the site and none would be impacted by the Project. In the unexpected event that such resources are identified during the habitat assessment survey, a contract amendment would be required to delineate the approximate limits in the field and analyze potential impacts in accordance with MSHCP requirements, CEQA, Clean Water Act, and California Fish and Game Code. Unavoidable impacts to Riparian/Riverine Areas or Vernal Pools would require preparation and processing of a Determination of Biologically Equivalent or Superior Preservation (DBESP) analysis with the RCA, U.S. Fish and Wildlife Service (USFWS), and CDFW. Unavoidable impacts to jurisdictional waters or wetlands could require notification and processing of regulatory permits. Support services associated with DBESP and regulatory permitting are not included and would also require a contract amendment.

### **Task 3: Cultural and Paleontological Resources Analyses**

HELIX will prepare a cultural resources survey for the Project, and HELIX team member Paleo Solutions will provide a paleontological analysis, as described below.

#### **Subtask 3a: Cultural Resources Technical Report**

HELIX will complete a cultural resources survey for the Project, including: obtain a cultural resources records search from the Eastern Information Center (EIC) for the proposed Project site and a one-mile radius around it; request a Sacred Lands File search from the State Native American Heritage Commission (NAHC) and contact the Tribes identified by the NAHC; conduct a systematic, intensive pedestrian survey of the Project property, assuming approximately 20 acres; and include a Native American monitor during the fieldwork (the Native American monitor would be subcontracted to HELIX).

Upon completion of the survey, HELIX will prepare a cultural resources report following the City's format. The cultural resources technical report will detail the methods and results of the study, as well as provide recommendations. This scope assumes analysis of a single version of the Project description and Project plans provided to HELIX by the City that detail potential impact areas of the Project.

The scope for this task assumes that no archaeological resources will be identified during the cultural resources survey. If archaeological resources are identified within the Project area, they will need to be recorded and evaluated to assess their significance and the significance of Project impacts. The scope and cost of such testing would depend on the nature and extent of the resources and would require a contract amendment.

**Subtask 3b: Paleontological Assessment**

For the paleontological assessment, Paleo Solutions will conduct an analysis of existing data, which will include evaluating geologic maps, published and unpublished literature and online fossil databases, and the results of museum records searches, which will be conducted at the Western Science Center (WSC) and the Natural History Museum of Los Angeles County (LACM), the cost of which is assumed not to exceed \$680.00. Paleo Solutions will map the Project area onto the highest resolution geologic maps available. The paleontological records search will be used to determine if previous fossil localities are known within or near the proposed Project area within a 1-mile buffer. The scope for this task does not include a field survey.

The results of the analysis of existing data will be synthesized to evaluate the paleontological potential of the geologic units underlying the Project area and to determine the potential impact that the Project will have on scientifically significant paleontological resources. The results of the analysis of existing data will be compiled in a Paleontological Assessment Report. The findings of the studies will determine if impacts to scientifically significant paleontological resources are less than significant or if further paleontological mitigation is required. Paleo Solutions will participate in one Project team meeting, which will be attended via conference call.

**Task 4: Hydrology Technical Report/Preliminary Water Quality Management Plan**

The hydrology technical report and PWQMP for the Project will be provided by CValdo, as described below.

**Subtask 4a: Hydrology Technical Report**

CValdo will prepare hydrology study for the Project at a planning level. The study will provide offsite and onsite existing and developed condition tributary flow rates for the 10- and 100-year storm events. Peak flow rates will be calculated at the upstream and downstream (northerly and southerly) property lines. Topographic data will be based on publicly available topographic mapping and/or as provided by the City. Major flow paths and corresponding flow rates will be identified on site hydrologic work maps. This scope assumes that preliminary site plan information will be provided by the City. Processing of the Hydrology Technical Report through plan check is not included in this scope of services.

**Subtask 4b: Preliminary Water Quality Management Plan**

CValdo will prepare a PWQMP for the Project based on the 2012 Santa Ana Region WQMP Guidance Document and WQMP Template, per Regional Water Quality Control Board Order R8-2010-0033. Preliminary volume based Best Management Practices (Vbmp) and Hydrologic Conditions of Concern (HCO) basin sizing will be provided, assuming a single combined use basin to be used on the site. This scope assumes that preliminary site plan information and site infiltration rates will be provided by the City. If site infiltration rates are not available, the analysis will assume that infiltration is not a viable alternative at this location. Processing of the PWQMP through plan check is not included in this scope of services.

**Task 5: Noise Letter Report**

HELIX will prepare a noise technical letter that will analyze operational noise associated with daily operational use of the proposed park. The main noise sources are assumed to be from children using the

Project facilities, including the basketball courts, playgrounds, skate spot, and sports fields. Additionally, the analysis will address traffic noise and construction noise. The analysis will assume that the park facilities would not be available for use during nighttime hours. Noise levels will be estimated at the nearest park property line, with emphasis on those closest to off-site residences. If needed, noise mitigation using typical noise barriers will be provided to reduce noise levels. If additional design assistance for noise attenuation sources is required, an augment would be needed. This scope does not include on-site ambient noise measurements, though this task can be provided at the City's request for an additional cost.

HELIX will provide the results of the noise assessment in a letter (electronic submittal) that will include descriptions of applicable noise regulations; the results of the analyses described above, and a determination of the level of significance of impacts.

**Task 6: Traffic Analysis**

The transportation analysis will be conducted by Urban Crossroads, as a subconsultant to HELIX. The analysis will assume that the weekday peak hour vehicular traffic associated with the Project would be less than 50 peak hour trips at any intersections and thus would not have significant impacts on the local circulation network and would not require a full Traffic Impact Assessment. Thus, the evaluation of transportation impacts will focus on trip generation assessment and the qualitative assessment of the pedestrian/bicycle connectivity and safety. Urban Crossroads will prepare a traffic analysis that includes an estimate of Project-related vehicle trips based on the Institute of Transportation Engineers (ITE) Trip Generation 10th Edition (2017) or other available sources from the region for similar land use and a qualitative evaluation of pedestrian and bicycle connectivity and safety in the vicinity of the park. As warranted, Urban Crossroads will recommend site access and pedestrian/bicycle safety features.

**Task 7: Administrative Draft and Public Review Draft IS/MND**

HELIX will prepare a Draft IS/MND in compliance with CEQA, the State CEQA Guidelines, and the City's Guidelines, in support of the Project. The Draft IS/MND will include a description of the Project, an IS checklist, and supporting figures. The IS checklist will include detailed discussions of environmental resource or issue areas that may be significantly affected by the Project, as well as measures to mitigate those impacts to less than significant levels, as applicable. In addition, brief explanations of why the Project would not result in significant effects on other issues will be provided.

The IS will provide information to support conclusions regarding whether the Project would result in significant environmental impacts that cannot be reduced to below a level of significance with mitigation. This scope assumes that an MND is the appropriate document to process for the Project. However, if potentially significant impacts are identified for which no feasible mitigation options appear to be available, HELIX will immediately inform the City to develop a strategy for proceeding.

HELIX will produce an electronic copy of an Administrative Draft IS/MND for City review. Upon incorporation of appropriate revisions (assumed to require no more than 48 hours of professional staff time), HELIX will produce a Second Administrative Draft version of the IS/MND for the City's review. Upon the City's approval of a screencheck print-ready PDF of the public review version of the IS/MND, HELIX will produce up to 15 printed copies of the document for City distribution, as well as an electronic version to be posted on the City's website. HELIX will prepare the Notice of Intent (NOI), the Notice of Completion (NOC), 15 copies of the Environmental Summary Form, and 15 CDs of the Draft IS/MND and

submit the documents to the State Clearinghouse. HELIX assumes that the City will submit the NOI and Environmental Document Transmittal Form to the County Clerk (along with applicable fees); and that the City will arrange for publication of the NOI in a local newspaper. This scope assumes that the City will directly mail copies of the NOI to owners and occupants of contiguous properties to the Project site (within 300 feet of the Project boundaries).

**Task 8: Administrative Draft Final and Final IS/MND and MMRP**

In consultation with the City, HELIX will respond to substantive comments received on the content of the Draft IS/MND during public review of the document. This effort is anticipated to require a maximum of 16 hours of Project Manager time and 2 hours of Principal time. An introduction, responses, revisions to the Draft IS/MND (as needed), and a Mitigation Monitoring and Reporting Program (MMRP) will be incorporated into the final document. HELIX will submit an Administrative Draft version of the Final IS/MND and revise once per City comments (assumed not to be substantive or alter the analysis). HELIX will produce up to 15 printed copies of the Final IS/MND. Technical studies will not be printed unless otherwise stated, but can be provided on CDs, if requested. HELIX also will prepare the Notice of Determination for the City to file with the County Clerk and mail to the State Clearinghouse.

**Task 9: Project Management**

Project management will consist of formal and informal communication with the Project team and City staff. Communication will take the form of telephone conversations and e-mail. Other management responsibilities will include tracking budgets and reviewing schedule progress. For cost-estimating purposes, it is assumed that project management will average four hours per month of the HELIX Project Manager's time and 6 hours of a HELIX Principal's time over an eight-month period.

**Task 10: Meetings**

HELIX's Project Manager will participate in meetings and up to six conference calls (assuming calls last up to one hour) and up to two in-person meetings totaling up to 4 hours per meeting (including preparation and travel time) and two 6-hour public hearings, if requested (including preparation and travel). Preparation of presentations and meeting graphics for meetings or hearings are not included but can be added to the contract if desired.

**ASSUMPTIONS AND ADDITIONAL LIMITATIONS ON SCOPE OF SERVICES**

The following assumptions and limitations are an integral component of this proposal. If any of the assumptions listed are not correct, additional work may be required at additional expense to the District.

- HELIX will be provided with current digital baseline data for producing maps and graphics, which should be submitted in one of the following formats: .dxf, .dwg (AutoCAD), .dgn (Microstation), or .shp (ArcView shapefiles).
- HELIX will be provided with a site plan and requested Project description information for use in the preparation of the IS and HELIX assumes that the City will provide HELIX with all necessary supporting data, assumptions, and Project features.



- Once preparation of the technical studies and/or the IS has begun, no changes to the Project design will occur such that substantive revisions to the Project description or graphics, or re-analysis of any environmental issue, will be required.
- A geotechnical investigation is not included in this scope of services and it is assumed that the adherence to the City’s Municipal Code Section 16.08.050 and the California Building Code would adequately mitigate any impacts in relation to geology and soils. If further investigations indicate that a geotechnical investigation is warranted, upon request, HELIX can provide a separate scope and fee for such services.

**SCHEDULE**

HELIX will work with the City in a timely and professional manner in accordance with the Terms and Conditions attached and incorporated herein by reference as Exhibit A. These Terms and Conditions are a material part of this Agreement.

**COST ESTIMATE**

HELIX submits this cost estimate not to exceed \$94,850 for both the IS/MND and the technical studies. A breakdown of these costs by task is provided below. All work will be invoiced on a time and materials basis pursuant to Exhibit A, Terms and Conditions, and Exhibit B, Schedule of Fees. Payment terms are net 30 days pursuant to the Terms and Conditions listed in Exhibit A and incorporated herein.

<u>Task</u>	<u>Task Name</u>	<u>Subtask Cost (\$)</u>	<u>Cost (\$)</u>
1	Air Quality/GHG Emissions Technical Report		\$7,400
2	Biological Resources Technical Analysis		
2a	General Biological Survey & MSHCP Habitat Assessment	3,720	
2b	Burrowing Owl Focused Survey	6,300	
2c	General Biological Resources Assessment & MSHCP Analysis Report	9,900	
	<b>Total Task 2</b>		<b>19,920</b>
3	Cultural and Paleontological Resources Analyses		
3a	Cultural Resources Technical Report	8,850	
3b	Paleontological Assessment	6,460	
	<b>Total Task 3</b>		<b>15,310</b>
4	Hydrology Technical Report/PWQMP		
4a	Hydrology Technical Report	5,955	
4b	PWQMP	3,995	
	<b>Total Task 4</b>		<b>9,950</b>
5	Noise Letter Report		4,100
6	Traffic Analysis		4,890
7	Administrative Draft and Public Review Draft IS/MND		16,370
8	Administrative Draft Final and Final IS/MND and MMRP		7,660
9	Project Management		5,640
10	Meetings		<u>3,610</u>
	<b>TOTAL</b>		<b>\$94,850</b>

Letter to Mr. Eduardo Sida  
August 30, 2019

Page 10 of 11

**EXECUTION OF AGREEMENT**

This quote is good for 30 days from the date of this letter. This Agreement will become a contract upon HELIX's receipt of this original, including any Exhibits, signed by an authorized representative of the City.

We look forward to working with you on this project. If you have any questions concerning this Agreement, please call Kara Palm or me at 619-462-1515, or email at JoanneD@helixepi.com.

Sincerely,



Joanne M. Dramko, AICP  
Environmental Planning Group Manager

Enclosures:    Exhibit A, Terms and Conditions  
                  Exhibit B, Schedule of Fees

I hereby authorize HELIX to begin work in accordance with this Agreement and the attached Terms and Conditions and Schedule of Fees.

**CITY OF PERRIS**

A \_\_\_\_ corporation, OR a \_\_\_\_ limited liability company, OR a \_\_\_\_ general partnership or limited partnership (select one).

Signed by: \_\_\_\_\_ Printed: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

---

To expedite Agreement processing, please provide the following information for this contract:

**Project Manager**  
Name: \_\_\_\_\_  
Address  
(if different  
from p.1) \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Accounts Payable**  
Contact/Name: \_\_\_\_\_  
Address  
(if different  
from p.1) \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

---

Enchanted Hills Park – City of Perris

Please mail or fax (619-462-0552) to Kanika McDougall, Senior Accounting Manager.

If using your own contract format, please attach and return with this Agreement.

**EXHIBIT A  
TERMS AND CONDITIONS**

The following Terms and Conditions are made a part of the letter agreement/proposal (Agreement) between HELIX and Client and supersede any conflicting Terms and Conditions proposed by Client, unless HELIX agrees to such Terms and Conditions in writing.

**ARTICLE 1. SCOPE OF WORK AND STANDARD OF PERFORMANCE**

HELIX will perform the work outlined in the Agreement and any services approved by Client under Article 3 (the Services). HELIX will strive to perform the Services in a manner consistent with that level of care and skill ordinarily exercised by reputable members of HELIX's profession practicing at the time under similar conditions in the geographic area of Client's project. HELIX makes no other representation, expressed or implied, nor no other warranty or guarantee under this Agreement or in any report, opinion or document provided hereunder.

**ARTICLE 2. COMPENSATION**

Client agrees to pay HELIX compensation for the Services in accordance with the rates set forth in Exhibit B. HELIX shall invoice Client monthly or as otherwise agreed. Client agrees to pay HELIX within thirty (30) days of the date of invoice. If payment is not paid when due, then such sum shall bear interest at 1½ percent per month on the unpaid balance, not to exceed the maximum legal rate of interest.

**ARTICLE 3. CHANGES AND ADDITIONAL WORK**

Client may request or HELIX may recommend or request, verbally or in writing, a change in the scope in excess of or in addition to the Services ("additional work"). As soon as practical after such request or recommendation, HELIX shall forward to Client a proposal of the costs for such additional work and any adjustment to the payment schedule and time for performance. Client shall approve or disapprove the proposal, in writing. If approved, HELIX shall perform the extra work in accordance with the Terms and Conditions herein.

Notwithstanding the foregoing, however, if Client verbally approves the extra work and HELIX has performed the same, then Client agrees to pay HELIX the amount and pursuant to the payment schedule as set forth in its proposal.

**ARTICLE 4. LIMITATION OF LIABILITY**

Recognizing the relative risks and benefits of the project for which the Services are being performed, Client agrees to limit the liability of HELIX, its directors, officers, employees, agents and subcontractors for any and all injuries, claims, losses, expenses or damages (including incidental or consequential damages) arising out of or in any way related to the Services or the project hereunder, to the lesser of (a) fifty thousand dollars (\$50,000) or (b) the total compensation for the Services hereunder. Such liability includes HELIX's negligence, errors or omissions, strict liability and breach of contract or warranty. Any claim against HELIX hereunder shall be brought within one (1) year of the completion of the Services herein.

**ARTICLE 5. TERMINATION**

Either party may terminate this Agreement, either in whole or in part, without cause, by giving the other party thirty (30) days written notice. In such event, Client will pay HELIX for all work performed by it prior to the notice of termination.

In the event of a default, the non-defaulting party shall give the defaulting party ten (10) days' written notice of default. "Default" includes Client's failure to pay HELIX sums due, including additional work pursuant to Article 3. The defaulting party's failure to cure the breach within said ten- (10-) day period shall constitute a material breach of this Agreement and termination of the Agreement.

**ARTICLE 6. SUSPENSION OF WORK**

Client may suspend the Services, in whole or in part, by giving HELIX reasonable, written notice specifying the work to be suspended. Upon receipt of notice, HELIX shall suspend the work requested and Client shall pay for all Services through the date of suspension and any costs incurred by HELIX in suspending the work.

Thereafter, Client may notify HELIX of its intent to recommence the suspended Services. HELIX will promptly provide Client with any adjusted costs and schedule and, upon Client approval, HELIX shall recommence the Services previously suspended.

**ARTICLE 7. PROPRIETARY INFORMATION**

HELIX agrees not to disclose to any third person, nor use for the benefit of anyone other than Client, any data, records, financial information or other confidential or proprietary information, marked as such in writing, arising out of or related to the performance of the Services (Proprietary Information). Client similarly agrees not to disclose to any third person, nor use for the benefit of anyone, Proprietary Information of HELIX.

**ARTICLE 8. COMPLIANCE WITH LAWS**

HELIX shall comply with and observe applicable federal, state and local laws, ordinances, rules, and regulations having jurisdiction over HELIX or the performance of the Services in effect during the term of this Agreement.

**ARTICLE 9. FORCE MAJEURE**

Client will grant extensions of time and increase the compensation to HELIX to the extent that HELIX's performance hereof is delayed due to an uncontrollable force. The term "uncontrollable force" shall mean any cause beyond the control of HELIX making it impracticable or unable to perform such obligation, including but not limited to natural catastrophes, restraint by court order or public authority and action or nonaction by, or inability to obtain the necessary authorizations or approvals from, any governmental agency

or authority which, by exercise of due diligence, HELIX (a) could not reasonably have been expected to obtain or (b) has been unable to overcome. HELIX will notify Client immediately of any such delay or anticipated delay, and Client will extend the date of performance for a period equal to the time lost by reason of the delay and will make an equitable adjustment to the compensation in Article 2.

#### **ARTICLE 10. INSURANCE**

HELIX maintains the following insurance: (a) Workers' Compensation insurance – statutory limits; (b) Comprehensive Automobile Insurance – combined bodily injury and property damage limit of one million dollars (\$1,000,000) each occurrence; (c) Comprehensive General Liability Insurance – combined bodily/personal injury and property damage limit of one million dollars (\$1,000,000); (d) Professional Liability & Contractors Pollution Legal Liability – limit of one million dollars (\$1,000,000) each occurrence; (e) Excess Umbrella Liability – limit of two million dollars (\$2,000,000) each occurrence. Upon Client's request, HELIX will furnish evidence that such insurances are in effect. If additional coverage or increased limits of liability is desired, Client may make such request prior to the start of work. HELIX will attempt to obtain the requested coverage or limits, and Client agrees to pay for any additional costs of insurance within ten (10) days of the date of invoice.

#### **ARTICLE 11. AVAILABILITY OF LAND, DATA AND DIFFERING SITE CONDITIONS (for contracts involving field or construction services)**

Client shall furnish the site or obtain access to any site not owned by Client. Client shall notify HELIX of any encumbrances or restrictions specifically related to use of the site with which HELIX must comply in performing the Services. Client will obtain in a timely manner and pay for any fees or charges associated with site access or the encumbrances. Client shall furnish HELIX with a current legal description of the lands upon which the Services are to be performed and Client's interest therein as necessary for giving notice of or filing a mechanic's lien against such lands.

HELIX may rely upon the accuracy of the data contained in Reports and Drawings furnished to it by Client or Client's engineer. Reports and Drawings are defined as (a) reports of explorations and tests of subsurface conditions at or contiguous to the site that have been used by the engineer in documents provided to HELIX; and (b) drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (including underground facilities) that Client or Client's engineer has used in preparing documents provided to HELIX.

If HELIX believes that any subsurface or physical conditions at or contiguous to the site that are uncovered or revealed either (a) is of such a nature as to establish that data on which HELIX is entitled to rely as provided above is materially inaccurate; or (b) is of such a nature as to require a change in the contract; or (c) differs materially from that shown or indicated in documents provided to HELIX by Client or others; or (d) is of an unusual nature and differs materially from conditions ordinarily encountered in work of the character provided for in this contract, then HELIX shall promptly, after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any work in connection therewith (except in the event of an emergency), notify Client or its engineer in writing about such conditions. Thereafter, Client or Client's engineer will investigate the conditions. If the existence of the differing site conditions causes an increase in HELIX's cost of or time required for performance of the work, HELIX will receive an equitable adjustment to the contract price and schedule.

HELIX will not be responsible for any hazardous environmental conditions uncovered or revealed at the site. If such conditions are encountered, HELIX shall immediately stop all work and notify Client or Client's engineer. HELIX shall not be required to resume work in connection with such conditions until Client has obtained any required permits and advised HELIX in writing of such conditions and any affected area is or has been rendered safe for the resumption of work; or has specified any special conditions under which such work may be resumed safely; and HELIX shall receive an adjustment to the contract schedule and price accordingly.

#### **ARTICLE 12. GOVERNING LAW AND ARBITRATION**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration administered by and pursuant to the Commercial Rules of the American Arbitration Association then in effect. Any such proceedings shall take place in San Diego, California. In any action or proceeding hereunder, the prevailing party shall be entitled to recover attorneys' fees, filing fees, expert witness fees and other costs of arbitration or suit.

#### **ARTICLE 13. NOTICES**

Any notice from one party to another shall be in writing and delivered personally, by facsimile or by United States mail, registered or certified, return receipt requested, postage fully pre-paid, to the addresses as set forth in the Agreement to the attention of the signatory of this Agreement.

Any notice shall be deemed delivered upon personal service or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. If any party changes its address, such party shall notify the other party as provided in this article.

#### **ARTICLE 14. MISCELLANEOUS**

14.1 **Successors and Assigns:** This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors-in-interest, assigns and transferees. Neither party can assign this Agreement without the prior written consent of the other party.

14.2 **Counterparts:** This Agreement may be signed in two or more counterparts, each of which shall constitute an original, but all of which shall be one in the same document.

With the Agreement, these Terms and Conditions and any attached Exhibits constitute the complete and entire contract between the parties and supersedes any previous communications, representations or agreement, whether oral or written, with respect to the subject matter hereof.

## EXHIBIT B SCHEDULE OF FEES



### Consulting Services

Consulting services performed by HELIX typically include, but are not necessarily limited to, office, field, meetings, hearings and travel time. Consulting services for expert witness review, deposition, and/or testimony will be provided at one and one-half times our professional rates.

### Direct Costs

Certain identifiable direct costs will be charged to the project at cost plus ten percent. Examples of direct costs include subconsultants, vehicle or equipment rentals, airplane and train fares, parking, per diem and lodging, mileage, communications, reproduction, and supplies. A 4-wheel drive premium will be charged at \$25.00 per project day. There will be additional charges for plotting, color printing, aerial photographs and GPS services.

### Payment

Invoices will be submitted monthly. Payment on invoices is due within thirty days of receipt. If payment is not paid when due, then such sum shall bear interest at 1 ½ % per month on the unpaid balance, not to exceed the maximum legal rate of interest.

### Professional Rates

Current hourly rates for consulting services:

Principal	\$210.00-225.00
Principal Acoustician	\$180.00-195.00
Principal Biologist	\$180.00-220.00
Principal Landscape Architect	\$160.00-180.00
Principal Permitting Specialist	\$170.00-220.00
Principal Planner	\$195.00-225.00
Principal Regulatory Specialist	\$170.00-220.00
Sr. Project Manager I-III	\$130.00-195.00
Sr. Air Quality Specialist	\$155.00-180.00
Sr. Environmental Specialist	\$130.00-170.00
Noise/Air Quality Specialist	\$115.00-145.00
Environmental Specialist I-III	\$85.00-150.00
Environmental Compliance Analyst	\$70.00
Environmental Compliance Specialist	\$110.00
Project Manager I-III	\$110.00-170.00
Archaeology Field Director	\$100.00
Staff Archaeologist	\$65.00-80.00
Archaeology Field Crew	\$75.00
Sr. Archaeologist	\$140.00-160.00
Historian	\$70.00-125.00
Environmental Planner I-III	\$90.00-115.00
Environmental Analyst	\$65.00-75.00
Landscape Planner I-III	\$95.00-115.00
Sr. Scientist	\$120.00-180.00
Biologist I-V	\$75.00-120.00
Assistant Biologist	\$50.00-60.00
Sr. GIS Specialist	\$120.00-160.00
GIS Specialist I-III	\$75.00-105.00
GIS Technician	\$50.00-60.00
Graphics	\$115.00
Document Coordinator	\$80.00
Technical Editor	\$70.00-90.00
Operations Manager	\$105.00
Word Processor I-III	\$65.00-85.00
Clerical	\$65.00

Rates are subject to change on a yearly basis

**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 ninety-four thousand eight hundred fifty dollars and no cents (**\$94,850.00**). 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

(Not Applicable)



# CITY OF PERRIS

COMMUNITY SERVICES

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## Bid Summary

**Project:** Enchanted Hills Park; Capital Improvement Project P034

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**Description:** CEQA documentation and environmental studies services for Phase II of Enchanted Hills Park.

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<b>Contractor:</b>	<b>Price</b>
1) LSA	\$156,286.00
2) Helix Environmental Planning, Inc.	\$94,850.00
3) Rincon Consultants, Inc.	\$117,525.00



8.J.

# CITY OF PERRIS


## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** November 12, 2019

**SUBJECT:** Submission of an Application for and Receipt of SB 2 Planning Grant Program Funds.

**REQUESTED ACTION:** ADOPT Resolution No. (next in order) regarding submission of an application for and receipt of SB 2 Planning Grant Program funds.

**CONTACT:** Clara Miramontes, Assistant City Manager 

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#### **BACKGROUND/DISCUSSION:**

On March 28, 2019, the California Department of Housing and Community Development announced the release of approximately \$123 million under the Senate Bill 2 (SB 2) Planning Grants Program (PGP). SB2 established a permanent source of funding intended to increase the affordable housing stock in California. The legislation directs the Department to use 50 percent of the first year's revenue to establish a program that provides financial and technical assistance to local governments to update planning documents and land-use ordinances. The PGP is intended for the preparation, adoption, and implementation of plans that streamline housing approvals and accelerate housing production. This grant program is meant to facilitate planning activities that will foster an adequate supply of homes affordable to Californians at all income levels. It is designed to help local governments meet the challenges of preparing and adopting land use plans and integrating strategies to promote housing development. A variety of planning documents, planning activities and strategies are considered eligible activities and must demonstrate a nexus to accelerating housing production.

The Department determined maximum award amounts for large, medium, and small localities, based on population estimates from the Department of Finance. The City of Perris is considered a medium locality and is eligible to apply for up to \$310,000.

The final grant guidelines for the SB 2 PGP were released in December 2018. The City's grant writing consultant, Avant-Garde, in coordination with City staff is currently drafting an application. As part of the application requirements, a resolution must be approved by the local jurisdiction's governing body authorizing submission of a grant application.

Avant-Garde will prepare and submit the application and required attachments. The City is interested in submitting an application to fund activities related to updating the existing Housing Element and GIS program. The City of Perris is required to update the Housing Element to comply with the recently released Regional Housing Needs Assessment (RENA) figures to provide more

affordable housing throughout the City. The updated GIS program will include additional layering with housing information for tracking purposes that will allow housing developers to obtain necessary information regarding affordable housing in the City, streamlining the development process.

**RECOMMENDATION:**

Staff is recommending that the City Council adopt the attached resolution approving the submission of an application for up to \$310,000 under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund, authorizing the City Manager to execute the City's Planning Grants Program application, grant documents, and any amendments thereto, on behalf of the City, and authorize the City Manager to enter into, execute, and deliver a State of California Agreement and any and all other documents required or deemed necessary or appropriate to evidence and secure the Planning Grants Program grant.

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**BUDGET (or FISCAL) IMPACT:**

There will be no fiscal impact. The grant amount of up to \$310,000 will fully cover the project costs. The PGP does not require any matching funds. The cost for preparation of the grant application is \$2,980.00 which has already been budgeted under the 2019-2020 General Fund.

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Prepared by: Sara Cortés de Pavón, Grants Manager 

**REVIEWED BY:**

City Attorney \_\_\_\_\_  
Assistant City Manager   
Finance Director 

Attachments: Resolution

Consent: November 12, 2019

Public Hearing:

Business Item:

Presentation:

Other:

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PERRIS, CALIFORNIA, AUTHORIZING APPLICATION FOR,  
AND RECEIPT OF, SB 2 PLANNING GRANT PROGRAM  
FUNDS**

**WHEREAS**, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 28, 2019, for its Planning Grants Program (PGP); and

**WHEREAS**, the City Council of the City of Perris (the “City Council”) desires to submit a project application for the PGP program to streamline housing approvals and accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department for the PGP Program; and

**WHEREAS**, the Department is authorized to provide up to \$123 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)) related to the PGP Program.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PERRIS, AS FOLLOWS:**

**SECTION 1.** The City Council is hereby authorized and directed to apply for and submit to the Department the 2019 Planning Grants Program application in the amount up to \$310,000.

**SECTION 2.** In connection with the PGP grant, if the application is approved by the Department, the City Manager of the City of Perris (the “City Manager”) is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount up to \$310,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the City’s obligations related thereto, and all amendments thereto (collectively, the “PGP Grant Documents”).

**SECTION 3.** The City shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of

the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The City Council hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.

**SECTION 4.** The City Manager is authorized to execute the City’s Planning Grants Program application, the PGP Grant Documents, and any amendments thereto, on behalf of the City as required by the Department for receipt of the PGP Grant.

**PASSED, APPROVED AND ADOPTED** this 12<sup>th</sup> day of November 2019.

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Mayor, Michael M. Vargas

**ATTEST:**

---

City Clerk, Nancy Salazar

RESOLUTION NUMBER \_\_\_\_\_

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution No. \_\_\_\_\_ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 12<sup>h</sup> day of November 2019, and that it was so adopted by the following called vote:

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

\_\_\_\_\_  
City Clerk, Nancy Salazar



8.K.

# CITY OF PERRIS

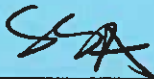
## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** November 12, 2019

**SUBJECT:** Investment Report – Quarter Ended September 30, 2019

**REQUESTED ACTION:** Receive and File Quarterly Investment Report for the Quarter Ended September 30, 2019

**CONTACT:** Stephen Ajobiewe, Finance Manager 

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#### **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 first quarter of 2019-20, as presented in this report, are \$726,244.65.

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.

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**BUDGET (or FISCAL) IMPACT:** Interest income earned for the first quarter of Fiscal Year 2019-2020 as reported is \$726,244.65. The projected interest income for the General Fund is \$138,868.82.

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Prepared by: Adrienne Morales, Accountant II

**REVIEWED BY:** Stephen Ajobiewe, Finance Manager

City Attorney \_\_\_\_\_  
Assistant City Manager \_\_\_\_\_  
Finance Director 

Attachments: Memorandum, Quarterly Investment Report

Consent:  
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

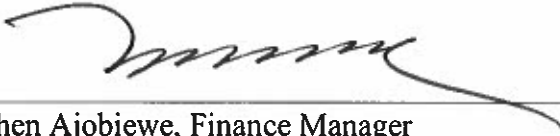
## Memorandum

**TO:** Honorable Mayor and Members of the Perris City Council  
**FROM:** Adrienne Morales, Accountant II  
**PREPARED BY:** Adrienne Morales, Accountant II  
**APPROVED BY:** Stephen Ajobiewe, Finance Manager  
**DATE:** November 12, 2019  
**SUBJECT:** Quarterly Investment Report as of September 30, 2019

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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:

  
Stephen Ajobiewe, Finance Manager

11/1/2019  
Date

**CITY OF PERRIS**  
**Projected Cash Balances & Projected Interest Income as of September 30, 2019**  
**Fiscal Year 2019 - 2020**

<b>FUND #</b>	<b>FUND NAME</b>	<b>Projected Balances as of 09/30/2019</b>	<b>Projected Interest Income for quarter ending 09/30/2019</b>
001	GENERAL FUND*	38,292,202.63	138,868.82
106	RAILWAY DEPOT RESTORATION	132,661.93	481.11
109	AQMD - AIR QUALITY MANAGEMENT	222,491.50	806.88
112	TRAFFIC SAFETY	1,309,998.48	4,750.78
115	OFFICE OF TRAFFIC SAFETY	288,525.79	1,046.35
121	STREET LIGHTING - PROPERTY TAX	2,202,028.29	7,985.78
124	STREET LIGHTING - MD 84-1	1,209,661.41	4,386.91
127	LANDSCAPE MAINTENANCE DISTRICT 1	4,832,604.38	17,525.71
130	FLOOD CONTROL MAINTENANCE DISTRICT	10,165,999.23	36,867.57
133	ROAD & BRIDGE BENEFIT DISTRICT	75,138,779.22	272,495.00
136	GAS TAX	6,573,359.29	23,838.66
140	RMRA GRANT	1,572,219.35	5,701.74
142	MEASURE A	5,029,052.29	18,238.14
157	CITY PROJECTS - EXTERNAL CONTRIBUTIONS	9,759,124.12	35,392.01
160	STORM DRAIN DEVELOPER FEES	14,376,440.62	52,136.97
163	DEVELOPMENT FEES	18,671,679.38	67,713.89
165	COMM ECONOMIC DEV CORP	3,104,597.03	11,259.00
170	HUD - NSP3 - FEDERAL	128,303.80	465.30
171	HCD - HOME - FEDERAL	100,649.11	365.01
180	HOUSING AUTHORITY	1,863,890.95	6,759.51
204	CFD 90-2 GREEN VALLEY	22,882.71	82.99
226	CFD 2006-3 ALDER	379,886.26	1,377.68
237	CFD 88-1 (NEW)	272,597.61	988.59
238	CFD 88-3 (NEW)	106,513.91	386.28
239	CFD 90-1 (NEW)	121,679.36	441.28
241	CFD 2002-1R WILLOWBROOK	4,659.19	16.90
243	CFD 2001-1 #2R MAY FARMS	3,569.09	12.94
245	CFD 2001-2R VIL OF AVALON	122,712.68	445.02
254	CFD 2005-2R HARMONY GROVE	7,554.46	27.40
255	CFD 2004-3R MONUMENT RANCH IA2	15,068.12	54.65
256	CFD 2014-2 SPECTRUM	115,041.73	417.21
258	CFD 2005-4R STRATFORD RANCH	21,410.79	77.65
259	CFD 2005-4 IA2 STRATFORD STEEPLCHASE	13,959.44	50.62
265	CFD 2001-1 MAY FARMS #4R	5,499.95	19.95
266	CFD 2001-1 MAY FARMS #5R	5,301.80	19.23
268	CFD 93-1RR MAY RANCH	4,034.36	14.63
271	AD 86-1 93 SERIES A	53,886.36	195.42
412	PFA 2007 SERIES A & B	37,639.60	136.50
417	PFA 2009A (1987 PROJECT LOAN)	40.69	0.15
418	PFA 2009B (1994 PROJECT LOAN)	785.94	2.85
419	PFA 2009C (C & N PRJ LOAN)	348.50	1.26
431	JPA 2013 SERIES A	52,054.11	188.78
511	SEWER FUND - CITY	631,699.14	2,290.89
521	SOLID WASTE FUND - CITY	673,863.51	2,443.80
751	DEBT SERVICE FUNDS/SUCCESSOR	2,610,426.11	9,466.86
<b>Total:</b>		<b>200,257,384.21</b>	<b>726,244.65</b>

EXHIBIT A

**City of Perris**  
**Quarterly Investment Report**  
**July 1, 2019 - September 30, 2019**

**Current Quarter Ending September 30, 2019**

<b>Type of Investment</b>	<b>Institution</b>	<b>Maturity Date</b>	<b>Deposit Amount *</b>	<b>Interest Received</b>
Pooled	Citizens Business Bank (Premiere Money Market)	Liquid	702,556.44	3,612.31
Pooled	Citizens Business Bank (Investment)	Liquid	65,180,938.94	97,028.44
Pooled	Local Agency Investment Fund (LAIF)	Liquid	32,181,878.08	261,591.48
Pooled	U.S. Bank (Investment)	Liquid	-	-
Pooled	Chandler Asset Management	Liquid	81,831,432.94	365,573.06
<b>Total Interest Earning for Period Ending Sept. 30, 2019:</b>			<b>\$</b>	<b>727,805.29</b>

\* Average Quarterly Cash Balance per Investment Account



# CITY OF PERRIS

## CITY COUNCIL


### AGENDA SUBMITTAL

9.A.

**MEETING DATE:** November 12, 2019

**SUBJECT:** **Ordinance Amendment 19-05256** – Proposal to add Chapter 9.65 to the Perris Municipal Code to regulate aggressive panhandling solicitation.

**REQUESTED ACTION:** **INTRODUCE First Reading of Ordinance No. (next in order)** to approve Ordinance Amendment 19-05256 to regulate aggressive panhandling solicitation based upon the findings contained in the Ordinance and find that this project is categorically exempt from CEQA pursuant to Sections 15060(c)(2) and 15061(b)(3).

**CONTACT:** Kenneth Phung, Planning Manager 

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#### BACKGROUND/DISCUSSION:

Per the direction of the City Council, Planning and Legal Department staff drafted an ordinance to address aggressive panhandling solicitation throughout the City limits, specifically as a result of homelessness and vagrancy. Also, planning staff presented the Ordinance to the Homeless Task Committee on November 4, 2019, to solicit feedback for incorporation into the Ordinance. Although individuals cannot be limited from exercising their Constitutional right to solicit funds, which are considered a constitutionally protected activity, jurisdictions have the ability to adopt an Ordinance that limits “aggressive” solicitation that causes fear or intimidation to another person.

The proposed Ordinance will specifically prohibit any person from soliciting in an aggressive manner in any public place or upon any median or in any manner or location that is inconsistent with the provisions of the California Vehicle Code. Those who violate any provision of the Ordinance may be cited for a Misdemeanor or Infraction pursuant to Chapter 1.16 of the Municipal Code, which will be enforced by the Sheriff’s department. The Ordinance defines to the extent possible the various forms of “aggressive” solicitation. This Ordinance will also assist in the City’s overall quality of life strategy to reduce homelessness, vagrancy, and crime.

In order to justify the passing of this Ordinance, police records show that there have been 153 reported calls for service related to aggressive solicitation between April and September 2019. These calls resulted in the need to send patrol cars to the location of where such aggressive solicitation took place. Twenty-three of these calls for service regarding solicitation in an aggressive manner resulted in arrests. This type of solicitation has contributed to a loss of access and enjoyment of public places, as solicitors often obstruct, impedes or interferes with the use of streets and public places. Also, motorists find themselves confronted by persons seeking money

while they are stopped in the street and/or intersection. Such persons may, without permission, wash a motorist's automobile windows at traffic intersections or attempt to open car doors, despite explicit indications by drivers not to do so, with the expectation the motorist pays the solicitor. Such activity carries with it an implicit threat to both persons and property and can create a danger to the solicitor and driver.

**RECOMMENDATION:**

Staff recommends that the City Council approve the proposed Ordinance Amendment. The Ordinance Amendment is categorically exempt from CEQA pursuant to Section 15060(c)(2) and 15061(b)(3), as the adoption of this Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment.

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

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Prepared by: Kenneth Phung, Planning Manager

**REVIEWED BY:**

City Attorney \_\_\_\_\_  
Assistant City Manager   
Finance Director 

Attachment: Ordinance No. (Next in order) for Aggressive Panhandling Solicitation

Public Hearing: November 12, 2019

**ORDINANCE NO. (NEXT IN ORDER)**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA ADDING A NEW CHAPTER (AGGRESSIVE SOLICITATION) TO TITLE 9 (PUBLIC PEACE, SAFETY, AND MORALS) OF THE PERRIS MUNICIPAL CODE**

WHEREAS, the City of Perris utilizes the Riverside County Sheriff's Department as its Police Department; and

WHEREAS, the City of Perris Police Department received 153 calls for service regarding individuals engaged in solicitation in an aggressive manner within the City of Perris from April 2019 through September 2019 and which resulted in the need to send patrol cars to the location of where such aggressive behavior took place; and

WHEREAS, 23 of these calls for service regarding solicitation in an aggressive manner resulted in arrests; and

WHEREAS, solicitation in an aggressive manner by these arrested individuals included trespassing on private property; and

WHEREAS, the City of Perris has already enacted laws prohibiting disorderly conduct, trespassing, and sidewalk obstruction, and such laws are insufficient to deter instances of aggressive behavior by individuals soliciting within the City of Perris; and

WHEREAS, the City Council finds the increase in aggressive solicitation throughout the City has become extremely disturbing and disruptive to residents and businesses, and has contributed not only to the loss of access to and enjoyment of public places, but also to an enhanced sense of fear, intimidation, and disorder; and,

WHEREAS, the City Council finds those concerns apply equally with respect to solicitation which obstructs, impedes or interferes with the use of streets and public places; and,

WHEREAS, aggressive solicitation may include, without limitation, approaching or following pedestrians, repetitive soliciting despite refusals, unlawful attempts, coupled with a present ability, to commit a violent injury on the person solicited, willful and unlawful use of force or violence upon the person solicited, unlawful attempt to touch, unwanted physical contact, or the intentional blocking of pedestrian and vehicular traffic; and,

WHEREAS, motorists also find themselves confronted by persons seeking money. Such persons may, without permission, wash a motorist's automobile windows at traffic intersections or attempt to open car doors or locate parking spaces, despite explicit indications by drivers not to do so, with the expectation the motorist pay the solicitor. Such activity carries with it an implicit threat to both persons and property and can create a danger to the solicitor and driver; and,

WHEREAS, this Ordinance is intended to protect citizens from the fear and intimidation accompanying certain kinds of solicitation, and not to limit constitutionally protected activity; and,

WHEREAS, the purpose of this Ordinance is to address the above-mentioned effects of aggressive solicitation which are known to create fear or otherwise intimidate persons in the City of Perris, and is not intended to limit any persons from exercising their Constitutional right to solicit funds, picket, protest or engage in other constitutionally protected activity.

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

**Section 1.** Recitals Incorporated. The foregoing Recitals are incorporated herein by reference as if set forth in full.

**Section 2.** CEQA. Based upon its own independent judgment and substantial evidence in the record of proceedings, the City Council finds and determines that, pursuant to CEQA Guidelines, Sections 15060(c)(2) and 15061(b)(3) the Ordinance is not subject to CEQA, because adoption of this Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment nor will it have a significant effect upon the environment.

**Section 3.** New Chapter 9.65 (Aggressive Solicitation) of the Perris Municipal Code. A new Chapter 9.65 (Aggressive Solicitation) is hereby added to Title 9 (Public Peace, Safety and Morals) of the Perris Municipal Code to read in its entirety as follows:

**“Chapter 9.65 Aggressive Solicitation**

**9.65.010 – Purpose and Intent.**

- (a) It is the purpose and intent of this chapter to impose reasonable time, place, and manner limitations on solicitation, as defined herein, in order to protect the safety of the general public against aggressive solicitation while respecting the constitutional right to free speech.
- (b) The provisions of this chapter shall not be construed to prohibit:
  - (1) The right to exercise protected free speech;
  - (2) The lawful vending of goods and services;
  - (3) Solicitations related to business authorized by or conducted by the property owner, business owner, or employees thereof on the premises;
  - (4) Solicitations related to the lawful towing of a motor vehicle;

- (5) Solicitations related to emergency repairs requested by the operator or other occupants of a motor vehicle.

9.65.020 – Definitions.

Unless the context requires otherwise, the following words, when used in this chapter, shall have the meaning set forth in this section. Variants of defined terms shall be construed in the same manner as the defined terms themselves.

- (a) “Aggressive manner” shall mean any of the following:
  - (1) Intentionally or recklessly touching or causing any physical contact with another person or an occupied motor vehicle without that person’s consent before, during or after soliciting;
  - (2) Intentionally or recklessly blocking or interfering with the safe or free passage of a pedestrian or motor vehicle by any means before, during or after soliciting, including unreasonably requiring a pedestrian or motor vehicle operator to take evasive action to avoid physical contact with the person making the solicitation;
  - (3) Using violent or threatening gestures toward a person solicited either before, during or after soliciting;
  - (4) An unlawful attempt, coupled with a present ability, to commit a violent injury on the person solicited either before, during or after soliciting; or
  - (5) Any willful and unlawful use of force or violence upon the person solicited either before, during, or after soliciting.
- (b) “Median” shall mean a paved or planted area of the public right-of-way that divides a street or highway according to the direction of travel.
- (c) “Motor vehicle” means any propelled vehicle or vehicle drawn by a power other than muscular strength, other than a motorized wheelchair.
- (d) “Public place” means a place to which the public or a substantial group of persons has access, and includes, without limitation, any alley, bridge, driveway, street, highway, freeway off-ramp, freeway on-ramp, sidewalk, median, parking lot, public parking garage, plaza, transportation facility, school, place of amusement, park, playground, restroom, and any doorway, entrance, hallway, lobby and other portion of any business establishment, an apartment house or hotel not constituting a room or apartment designed for actual residence.



- (e) “Solicit” shall mean asking for money or objects of value, with the intention that the money or object be transferred at that time and at that place. Soliciting shall include using the spoken, written, or printed word, bodily gestures, signs, or other means with the purpose of obtaining an immediate donation of money or other things of value or soliciting the sale of goods or services.

**9.65.030 – Aggressive solicitation prohibited.**

No person shall solicit in an aggressive manner in any public place.

**9.65.040 – Solicitation prohibited in Medians.**

No person shall solicit upon any median or in any manner or location that is inconsistent with the provisions of the California Vehicle Code.

**9.65.050 – Penalty.**

- (a) Misdemeanor. Any person who violates any provision of this chapter shall be guilty of a misdemeanor or infraction pursuant to Chapter 1.16 of this code.
- (b) Remedies cumulative. Nothing in this chapter shall limit or preclude the enforcement of any other applicable laws or remedies available for violations of this Chapter.”

**Section 4. Effective Date.** This Ordinance shall take effect thirty (30) days after its adoption.

**Section 5. 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 anyone or more sections, subsections, subdivisions, sentences, clauses, phrases or portions thereof be declared invalid or unconstitutional.

**Section 6. Certification.** The City Clerk shall certify as to the passage and adoption of this Ordinance, shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted, and shall cause a summary of this Ordinance to be published in accordance with Government Code section 36933 in a newspaper of general circulation which is hereby designated for that purpose.

**ADOPTED, SIGNED and APPROVED** this \_\_\_ day of \_\_\_\_\_, 2019.

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Michael M. Vargas, Mayor

ATTEST:

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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:

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Nancy Salazar, City Clerk



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** November 12, 2019

**SUBJECT:** Ordinance Amendment (OA) (*next in Order*) – to provide an Ordinance Amendment to update Chapter 16, of the Municipal Code, by adopting the 2019 editions of the California, Building, Mechanical, Plumbing, Electrical, Fire, Residential, Green Building, Energy, Existing, Administrative Code, State Historic Building Code, and Referenced Standards

**REQUESTED ACTION:** Conduct a First Reading and a Public Hearing and take public testimony concerning the adoption of the following Ordinance (next in order) amending Title 16 of the Perris Municipal Code concerning the adoption of the 2019 California Building, Mechanical, Plumbing, Electrical, Fire, Residential, Green Building, Energy, Existing, Administrative Codes, and Referenced Standards, including local amendments thereto: and **Approve a Resolution (*next in order*)**, affirming the changes to the existing Fee Resolution for the adoption of the new fee valuation tables.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AMENDING SPECIFIED CHAPTERS OF TITLE 16 OF THE PERRIS CITY CODE TO ADOPT THE 2019 EDITIONS OF THE CALIFORNIA MODEL CODES, CALIFORNIA BUILDING CODE VOLUMES 1 & 2, CALIFORNIA PLUMBING, MECHANICAL, ELECTRICAL CODE, CALIFORNIA FIRE CODE, THE CALIFORNIA EXISTING BUILDING CODE, CALIFORNIA GREEN BUILDING STANDARDS CODE, CALIFORNIA ENERGY CODE, CALIFORNIA ADMINISTRATIVE CODE AND RELATED REFERENCE STANDARDS CODES WITH APPENDICES, ICC VALUATION TABLES AND AMENDMENTS THERETO

**CONTACT:** David J. Martinez, Interim Building Official/Fire Marshal

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#### **BACKGROUND/DISCUSSION:**

On July 1, 2019 the State of California adopted and published the California Code of Regulations (CCR), Title - 24 consisting of the 2019 California versions of the Building, Mechanical, Plumbing, Electrical, Fire, Residential, Green Building, Energy, Historic, Existing Building, Administrative, and Referenced Standards. These Codes and Standards will become effective at the local level on January 1, 2020.

In adopting the Title – 24 California codes for local enforcement the State has given each City and County 180 days to amend the State standards if such amendments are necessary due to local geologic, topographic, or climate conditions. These amendments can be more restrictive standards due to local conditions but cannot be less restrictive standards.

These proposed amendments need to be justified on the basis of a local geologic, topographic, or climatic condition.

The proposed Ordinance Amendment will only make one additional change to the new 2019 versions of the California Fire code, to be consistent with County of Riverside Fire, and will simply utilize those existing amendments that were adopted with the 2016 versions of the other 2019 California codes.

Staff is recommending that the City Council open the Public Hearing, receive public input, and approve the resolution affirming the changes to the existing fee resolution.

**BUDGET (or FISCAL) IMPACT:**

None at this ~~s~~ time


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Prepared by: David J. Martinez, Interim Building Official/Fire Marshal

**REVIEWED BY:**

City Attorney \_\_\_\_\_

Assistant City Manager 

Finance Director 

Attachments: Ordinance No. (next in order)

Consent:

Public Hearing: X

Business Item:

Presentation:

Other:

ORDINANCE NUMBER

*AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AMENDING SPECIFIED CHAPTERS OF TITLE 16 OF THE PERRIS CITY CODE TO ADOPT THE 2019 EDITIONS OF THE CALIFORNIA MODEL CODES, CALIFORNIA BUILDING CODE VOLUMES 1 & 2, CALIFORNIA PLUMBING, MECHANICAL, ELECTRICAL CODE, CALIFORNIA FIRE CODE, THE CALIFORNIA EXISTING BUILDING CODE, CALIFORNIA HISTORICAL BUILDING CODE, CALIFORNIA REFERENCED STANDARDS CODE, CALIFORNIA GREEN BUILDING STANDARDS CODE, CALIFORNIA ENERGY CODE, CALIFORNIA ADMINISTRATIVE CODE AND RELATED REFERENCE STANDARDS CODES WITH APPENDICES, ICC VALUATION TABLES AND AMENDMENTS THERETO*

The City Council of the City of Perris does ordain as follows:

WHEREAS, Health and Safety Code Section 17958 provides that the City of Perris shall adopt Ordinances and regulations imposing the same or modified or changed requirements as are contained in the regulations adopted by the State pursuant to Health and Safety Code Section 17922; and

WHEREAS, the State of California is mandated by Health and Safety Code Section 17922 to impose the same requirements as are contained in the most recent edition of the California Building Code, California Fire Code, California Existing Building Code, the California Plumbing Code, the California Mechanical Code, and the California Electrical Code (herein after referred to collectively as "Codes"); and

WHEREAS, Health and Safety Code Section 17958.5(a) permits the City to make modifications or changes to the Codes, which are reasonably necessary because of local climatic, geographic or topographic conditions; and

WHEREAS, Health and Safety Code Section 17958.7 requires that the City Council, before making any modifications or changes to the Codes, shall make an express finding that such changes or modifications are reasonably necessary because of local climatic, geographic or topographic conditions; and

WHEREAS, the Development Services Department has recommended that changes and modifications be made to the Codes and have advised that certain said changes and modifications to the California Building Code, Volumes 1 & 2, 2019 Edition and the California Plumbing Code, 2019 Edition and the California Mechanical Code, 2019 Edition, the California Electrical Code, 2019 Edition, the 2019 California Fire Code, The 2019 California Residential Code, Green Building, Energy, and Administrative Code are reasonably necessary due to local conditions in the City of Perris.

- a) The City is subject to relatively low amounts of precipitation, very low humidity levels and extremely high temperatures. These climatic conditions are conducive to the spread of fire. For example during July, August and September, temperatures often exceed 100 degrees Fahrenheit. During the same months' humidity is usually less than 40% and humidity measurements less than 10% are not uncommon. These conditions contribute to an increased likelihood of fire. Moreover, minor fires have a greater tendency of spreading rapidly due to such conditions.
- b) The City is subject to extremely strong winds, commonly referred to as the "Santa Ana Winds", which reach speeds in excess of 80 miles per hour. Extensive damage often occurs during such winds including downed trees, utility poles, utility circuits and utility service lines. These adverse conditions can cause: (1) fires, (2) impairment to emergency apparatus access, (3) delays in response times of emergency apparatus: and (4) the depletion of apparatus readily available for fire suppression activities. These windstorms commonly last from three to seven days.
- c) The City's neighboring foothills create a unique fire hazard. This is because fire Service is provided by both the County of Riverside and the California Division of Forestry. Fire units from both Fire Departments are often sent to assist in the extinguishment of fast moving and wind assisted fires in the neighboring foothills.
- d) The City is located in an area, which due to its climate, geology, and topography is highly susceptible to fires, strong winds, low precipitation and seismic activity making necessary the adoption of additional requirements to ensure the City's residential, commercial, and industrial building stock is designed, preserved and maintained in such a condition as to protect the safety of its residents.
- e) The City is located in Southern California, in an extremely active seismic region, with high levels of historic earthquake activity in the recent past and can be expected to experience significant strong seismic activity within the foreseeable future.

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

Section 1. The City Council of the City of Perris ("City") is informed and finds that it is reasonably necessary to amend the 2019 California Building Standards Code, known as the California Code of Regulations, Title 24; the California Building Code Volumes 1 & 2, Plumbing, Mechanical, Electrical, Green, Fire Codes, Energy, The California Existing Building Code, and the California Administrative Code; to meet the particular climatic, geological and topographical conditions existing in the City. These climatic, geological and topographical conditions include, but are not limited to the following conditions:

Section 2. The above recitals are all true and correct.

Section 3. The City Council has reviewed and considered the environmental information included in the staff report and accompanying attachments. Based on the analysis of the project the City Council finds that:

- a) This project is Category Exempt and complies with the California Environmental Quality Act.

Section 4. Based on the information contained within the Project Report and the accompanying attachments and exhibits, the City Council hereby finds that:

Section 5. The City Council hereby approves the amendments to the Perris City Code, based on the information and findings presented in the staff report.

Section 6. The City Council declares that should any provisions, sections, paragraphs, sentence, or word of the Ordinance be rendered or declared invalid by any court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Ordinance shall remain in full force and effect.

Section 16.08.050 of Chapter 16-08 of Title 16 of the Perris City Code are hereby repealed in their entirety, and new Sections 16.080.050 through 16080.59 of Chapter 16-08 of Title 16 are hereby added in place thereof to read as follows:

#### SECTION 16.08.050 ADOPTION OF THE 2019 CALIFORNIA BUILDING CODE

Except as provided in this chapter, those certain building codes known and designated as the California Building Code 2019 Edition Volumes 1 and 2 including Appendix Chapters A.1, 21-4 through 21-8, H, I and J based on the 2018 International Building Code as published by the International Code Council, shall become the building codes of the City for regulating the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area and maintenance of all buildings and/or structures in the City. The California Building Code and its appendix chapters will be on file for public examination in the office of the Building Official and the City Clerk's office.

#### SECTION 16.08.051 AMENDMENTS TO THE CALIFORNIA BUILDING CODE

The 2019 California Building Code is hereby amended as follows:

SECTION 202, General Definitions, is hereby amended by adding the following definitions:

**FLOOR AREA. FIRE SPRINKLER.** For the purpose of calculating square footage for application of fire sprinkler requirements, the floor area shall be determined in accordance with the CBC definition for "Floor Area, Gross".



**Chapter 9**  
**(Fire Protection Systems)**

SECTION 903.2, where required, is hereby amended as follows:

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in this section as follows:

- a) New buildings: In addition to the requirements of section 903.2.1 through 903.2.12, approved automatic sprinkler systems in new buildings and structures shall be provided when the gross area of the building exceeds 3,500 sf or is more than two-story high.

Exception: Group R-3, occupancies shall comply with sections 903.2.8

- 1. The elimination of sprinkler protection in the following areas are subject to approval by Fire Code Official. Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic fire alarm system and are separated from the remainder of the building by fire barriers consisting of not less than 1-hour fire-resistance-rated walls and 2-hour fire-resistance-rated floor/ ceiling assemblies.
  - 2. Open parking garages in accordance with Section 406.3 of the California Building Code.
- a) Alteration: When the floor area of the Alteration within any two-year period exceeds 75% of area of the existing structure and the alteration includes structural modifications other than seismic upgrade.
  - b) Addition: Sprinkler protection shall be provided throughout the entire building when:
    - 1. Existing building less than 3,500: where 33% or more is added and the gross floor areas exceeds 3,500 square feet.
    - 2. Existing building equal or greater than 3,500 ft<sup>2</sup>: where more than 2,000 ft<sup>2</sup> is added.

SECTION 903.2.8, Group R, is hereby amended as follows:

903.2.8. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

- 1. New buildings: An automatic sprinkler system shall be installed throughout all new buildings.
- 2. Existing buildings: An automatic sprinkler system shall be installed throughout when one of the following conditions exists:
  - a) When an addition is 33% or more of the existing building area, as defined in Section 502.1, and greater than 1000 square feet (92.903 tru) within a two-year period; or
  - b) An addition when the existing building is already provided with automatic

sprinklers; or

- c) When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determined that the complexity of installing a sprinkler system would be similar as in a new building.

SECTION 903.4, Sprinkler system supervision and alarms, is hereby amended by deleting exceptions items 3 & 5, and renumbering the Exceptions as follows:

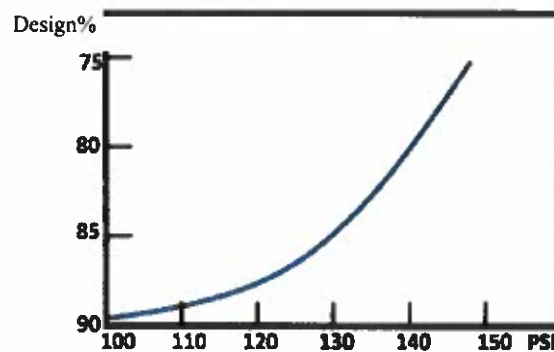
1. Automatic sprinkler systems protecting one- and two-family dwellings.
2. Limited area systems serving in accordance with section 903.3.8
3. Automatic sprinkler systems installed in accordance with NFPA 13R where a common supply main is used to supply both domestic water and the automatic sprinkler system and a separate shutoff valve for the automatic sprinkler system is not provided.
4. Jockey pump control valves that are sealed or locked in the open position.
5. Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.
6. Trim valves to pressure switches in dry, pre-action and deluge sprinkler systems that are sealed or locked in the open position.

Section 903.3.5.3 hydraulically calculated systems. This section is hereby added as follows:

903.3.5.3 Hydraulically calculated systems. This section is hereby added as follows the design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity

Exception: When static pressure exceeds 100psi, and required by the Fire Code Official, the fire sprinkler system shall not exceed water supply capacity specified by Table 903.3.5.3

TABLE 903.3.5.3  
Hydraulically Calculated Systems



SECTION 904.3.5 Monitoring is hereby revised as follows:

[F] 904.3.5 Monitoring. Where a building fire alarm or monitoring system is installed, automatic fire-extinguishing systems shall be monitored by the building fire alarm or monitoring system in accordance with NFPA 72.

Section 905.4 Location of Class I standpipe hose connections is hereby amended by adding items 7 as follows:

905.4 Location of Class I standpipe hose connections is hereby revised to include number 7 as follows:

The centerline of the 2.5-*inch* (63.5 mm) outlet shall be no less than 18 inches (457.2 mm) and no more than 24 inches above the finished floor.

SECTION 907.3.1 Duct smoke detectors is hereby amended as follows:

[F] 907.3.1 Duct smoke detectors. Smoke detectors installed in ducts shall be listed for the air velocity, temperature and humidity present in the duct. Duct smoke detectors shall be connected to the building's fire alarm control unit when a fire alarm system is installed. Activation of a duct smoke detector shall initiate a visible and audible supervisory signal at a constantly attended location and shall perform the intended fire safety function in accordance with this code and the California Mechanical Code. Duct smoke detectors shall not be used as a substitute for required open area detection.

Exception:

Inoccupancies not required to be equipped with a fire alarm system, actuation of a smoke detector shall activate a visible and an audible signal in an approved location.

Smoke detector trouble conditions shall activate a visible or audible signal in an approved location and shall be identified as air duct detector trouble.

Table 1505.1 is hereby amended, by the deletion of Table 1505.1 and the addition of a new Table 1505.1 thereto, to read as follows:

TABLE 1505.1

MINIMUM ROOF COVERING CLASSIFICATIONS  
TYPES OF CONSTRUCTION

IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B	B	B	B	B	B	B	B	B

For SI: 1 foot = 304.8 mm, 1 square foot = 0.02921112.

a. Unless otherwise required in accordance with Chapter 7A.

Section 1505.1.3 is hereby amended, by the deletion of the entire section and the addition of a new section thereto, to read as follows:

1505.1.3 Roof coverings within all other areas. The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least "Class B."

Section 1505.5 is hereby amended, by the deletion of the entire section without replacement.

Section 1505.7 is hereby amended, by the deletion of the entire section without replacement.

Section 3109 SWIMMING POOLS, SPAS AND HOT TUBS of Chapter 31 of the Building Code is amended as follows:

Section 3109.2 of the Building Code is amended by adding a new definition of "Barrier", to read as follows:

"Barrier. A fence, wall, building wall or combination thereof that completely surrounds the swimming pool and obstructs access to the swimming pool."

a) Section 3109.2.1 of the Building Code is amended to read as follows:

"115923 b Barrier Height and Clearances. The top of the barrier shall be at least seventy-two (72) inches above grade measured on the side of the barrier that faces away from the swimming pool.

b) Section 3109.2.1.7 of the Building Code is amended to read as follows: by adding a new sub-section f

"115923-f Gates. Access gates shall comply with the requirements of this section and shall be equipped to accommodate a locking device.

Pedestrian access gates shall open outward away from the pool and shall be self-closing and have a self-latching device. Gates other than pedestrian access gates shall have a self-latching device and shall be equipped with lockable hardware or padlocks and shall remain locked at all times when not in use. Release mechanisms shall be in accordance with Sections 1010.1.9 and 1109.13. Where release mechanisms of the self-latching device are located less than sixty (60) inches above grade measured on the side of the barrier that faces away from the swimming pool, the  
release

mechanism shall be located on the pool side of the gate at least three (3) inches below the top of the gate and the gate barrier shall have no opening greater than one-half (1/2) inches within eighteen (18) inches of the release mechanism."

Chapter 35 Referenced Standards is hereby adopted and revised as follows:

Amendments specified in 2016 California Fire Code, Chapter 80, NFPA

Standards shall take precedence.

Amendments to the 2016 California Residential Code.

a) Table R301.2(1) is revised to read:

TABLE R301.2(1)  
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

Ground Snow Load	Wind design				SEISMIC DESIGN CATEGORY	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMPERATURE	ICE BARRIER UNDERLAYMENT REQUIRED	FLOOD HAZARD	AIR FREEZING INDEX	MEAN ANNUAL TEMP
	Speed (mph)	Topographic effects	Special wind region	Wind-borne debris zone		Weathering	Frost Line depth	Termites					
Zero	110	No	5	no	D2 or E	Negligible	12-24"	Very Heavy	43	No	1997	0	60

- a) **Section R313.1** is modified by deleting it in its entirety and replacing it with the following:

**R313.1 Townhouse automatic fire sprinklers systems.** An automatic residential fire sprinkler system shall be installed in Townhouses as follows:

**New buildings:** An automatic sprinkler system shall be installed throughout all new buildings.

**Existing buildings:** An automatic sprinkler system shall be installed throughout when one of the following conditions exists:

1. When an addition is 33% or more of the existing building area as defined in Section 502.1, and greater than 1000 square feet (92.90031111) within a two-year period; or
2. An addition when the existing building is already provided with automatic sprinklers; or
3. When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code

Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

- b) Section R313.2 is modified by deleting it in its entirety and replacing it with the following:

**R313.2 One- and two-family dwellings automatic fire sprinklers systems.** An automatic residential fire sprinkler system installed in one- and two-family dwellings as follows:

**New buildings:** An automatic sprinkler system shall be installed throughout all new buildings.

**Existing buildings:** An automatic sprinkler system shall be installed throughout when one of the following conditions exists:

1. When an addition is 33% or more of the existing building area as defined in Section 502.1t and greater than 1000 square feet (92.90031lll) within a two year period; or
2. An addition when the existing building is already provided with automatic sprinklers; or
3. When an existing Group R Occupancy is being substantially renovated and where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

- c) Section R902.1 is amended by revising it to allow only Class A or B roofs as follows:

**R902.1 Roofing covering materials.** Roofs shall be covered with materials as set forth in Sections R904 and R905. A minimum Class A or B roofing shall be installed in areas designated by this section. Classes A or B roofing required by this section to be listed shall be tested in accordance with UL 790 or ASTM E 108.

Exceptions:

1. Class A roof assemblies include those with coverings of brick masonry and exposed concrete roof deck.
2. Class A roof assemblies also include ferrous or copper shingles or sheets metal sheets and shingles clay or concrete or tile or slate installed on noncombustible decks.
3. Class A roof assemblies include minimum 16 ounces per square foot copper sheets installed over combustible decks.
4. Class A roof assemblies include slate installed over underlayment over combustible decks.

- g) Section R902.1.3 is amended by revising it to require a minimum Class A roof as follows:

**R902.1.3 Roof coverings within all other areas.** The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class A.



h) Section R902.2, first paragraph is amended by revising it to allow only Class A treated wood roofs as follows:

**R902.2 Fire-retardant-treated shingles and shakes.** Fire-retardant-treated wood shakes and shingles are wood shakes and shingles complying with UBC Standard 15- 3 or 15-4 which are impregnated by the full-cell vacuum-pressure process with fire- retardant chemicals, and which have been qualified by UBC Standard 15-2 for use on Class A or B roofs.

**Chapter 44 Referenced Standards** is adopted in its entirety with the following amendments:

Amendments specified in 2019 California Fire Code, Chapter 80, NFPA Standards shall take precedence

## CHAPTER 2 MECHANICAL CODE

### SECTION 16.08.052 ADOPTION OF 2019 EDITION OF THE CALIFORNIA MECHANICAL CODE

Except as provided in this chapter, the California Mechanical Code, 2019 Edition based on the 2018 International Mechanical Code as published by the I AMPO, shall be and become the Mechanical Code of the City, regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance of heating, ventilating, cooling, refrigeration systems, incinerators and other miscellaneous heat producing appliances. The California Mechanical Code is on file for public examination in the office of the Building Official.

### SECTION 16.08.053 AMENDMENTS TO THE CALIFORNIA MECHANICAL CODE

The 2019 Edition of the California Mechanical Code is hereby adopted with no amendments.

## CHAPTER 3 PLUMBING CODE

### SECTION 16.08.054 ADOPTION OF 2019 EDITION OF THE CALIFORNIA PLUMBING CODE

Except as provided in this chapter, the California Plumbing Code, 2019 Edition, based on the 2018 Uniform Plumbing Code including Appendix Chapter K & I, as published by the International Association of Plumbing and Mechanical Officials, shall be and become the Plumbing Code of the City of Perris, regulating erection, installation, alteration, repair, relocation, replacement, maintenance or use of plumbing systems within the City. The California Plumbing Code will be on file for public examination in the office of the Building Official.

### SECTION 16.08.055 AMENDMENTS TO THE CALIFORNIA PLUMBING CODE

The 2019 Edition of the California Plumbing Code is hereby adopted with no amendments. SECTION 16.08.056 ADOPTION OF 2019 EDITION OF THE CALIFORNIA ELECTRICAL CODE

Except as provided in this chapter, the California Electrical Code, 2019 Edition, based on the 2017 National Electrical Code as published by the National Fire Protection Association, shall be and become the Electrical Code of the City of Perris, regulating all installation, arrangement, alteration, repair, use and other operation of electrical wiring, connections, fixtures and other electrical appliances on premises within the City. The California Electrical Code is on file for public examination in the office of the Building Official.

SECTION 16.08.057 AMENDMENTS TO THE CALIFORNIA ELECTRICAL CODE

The 2019 Edition of the California Electrical Code is hereby adopted without amendments.

SECTION 16.08.057A ADOPTION OF 2019 EDITION OF THE CALIFORNIA EXISTING BUILDING CODE

Except as provided in this chapter, the California Existing Building Code, Appendix A-1, A-3 and related reference standards based on the 2018 International Existing Building Code as published by the International Code Council, specifically adopted by published matrix, shall become the Existing Building Code of the City for regulating existing buildings in the City. The California Existing Building Code will be on file for public examination in the office of the Building Official.

SECTION 16.08.057B. AMENDMENTS TO THE CALIFORNIA EXISTING BUILDING CODE

Appendix A-1 & A-3 which is hereby adopted in accordance with referenced matrix with no amendments.

SECTION 16.08.058 ADOPTION OF THE 2019 CALIFORNIA FIRE CODE

Except as provided in this chapter, those certain fire codes known and designated as the California Fire Code 2019 Edition based on the 2018 International Fire Code as published by the International Code Council., shall become the fire code of the City for regulating the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conservation, occupancy, equipment, use, height, area and maintenance of all buildings and/or structures in the city for all fire related issues. The California Fire Code and its appendix chapters will be on file for public examination in the office of the Building Official/Fire Marshal and the City Clerk's office.

SECTION 16.08.059 AMENDMENTS TO THE CALIFORNIA FIRE CODE

The 2019 California Fire Code is hereby amended as follows:

## Perris 2019 Coded Option Fire Code

### SECTION 16.08.058 ADOPTION OF THE 2019 CALIFORNIA FIRE CODE

Except as provided in this chapter, those certain fire codes known and designated as the California Fire Code 2019 Edition based on the 2018 International Fire Code as published by the "International Code Council", shall become the fire code of the City for regulating the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conservation, occupancy, equipment, use, height, area and maintenance of all buildings and/or structures in the City for all fire related issues. The California Fire Code and its appendix chapters will be on file for public examination in the office of the Building Official/Fire Marshal and the City Clerk's office.

### SECTION 16.08.059 AMENDMENTS TO THE CALIFORNIA FIRE CODE

The 2019 California Fire Code is hereby amended as follows:

#### **Chapter 1 Scope and Administration**

**Chapter 1 Scope and Administration** is adopted in its entirety with the following amendments:

**Section 110.4 Violation penalties** is hereby revised as follows: Infraction, Misdemeanor, as follows:

**110.4 Violation penalties.** Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of either a misdemeanor, infraction or both as prescribed in Section 110.4.2 and 110.4.3. Penalties shall be as prescribed in local ordinance. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

**Sections 110.4.2 Infraction** is hereby added as follows:

**109.4.2 Infraction.** Except as provided in Section 110.4.3, persons operating or maintaining any occupancy, premises or vehicle subject to this code that shall permit any fire or life safety hazard to exist on premises under their control shall be guilty of an infraction.

**Sections 110.4.3 Misdemeanor** is hereby added as follows:

**110.4.3 Misdemeanor.** Persons who fail to take immediate action to abate a fire or life safety hazard when ordered or notified to do so by the chief or a duly authorized representative, or who violate the following sections of this code, shall be guilty of a misdemeanor:

104.11.2 Obstructing operations

104.11.3 Systems and Devices

108.6 Overcrowding

110.3.2 Compliance with Orders and Notices

112.4 Failure to comply

305.4 Deliberate or negligent burning

308.1.2 Throwing or placing sources of ignition

310.7 Burning Objects

3107.4 Open or exposed flames

## **Chapter 2 Definitions**

**Chapter 2 Definitions** is adopted in its entirety with the following amendments:

**Sections 202 General Definitions** is hereby revised by adding "Flow-line" and "Hazardous Fire Area,"" as follows:

### **202 General Definitions**

**FLOW-LINE.** The lowest continuous elevation on a curb defined by the path traced by a particle in a moving body of water at the bottom of the rolled curb.

**HAZARDOUS FIRE AREA.** Includes all areas identified within Section 4906.2 and other areas as determined by the Fire Code Official as presenting a fire hazard due to the presence of combustible vegetation, or the proximity of the property to an area that contains combustible vegetation.

## **Chapter 3 General Requirements**

**Chapter 3 General Requirements** is adopted in its entirety with the following amendments:

**Section 304.1.2 Vegetation** is hereby revised as follows:

**304.1.2 Vegetation.** Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises. Vegetation clearance requirement in urban-wildland interface areas shall be in accordance with Chapter 49 and City of Perris vegetation management guidelines.

**Section 305.6 Outdoor fires** is hereby added as follows:

**305.6 Outdoor fires.** Outdoor fires shall be in accordance with Sections 305, 307, and 308 and with other applicable sections of this code.

**305.6.1 Where prohibited.** Outdoor fires shall not be built, ignited or maintained in fuel modification areas, Wildfire Risk Areas (WRA) and adopted Fire Hazard Severity Zones (FHSZ) or Special Fire Protection Areas (SFPA) or other locations where conditions could cause the spread of fire to the WRA, SFPA or FHSZ, except by permit from the fire code official.

**Exceptions:** A permit is not required for the following:

1. Fires in approved outdoor or portable fireplaces, fire pits, fire rings and similar devices at Group R occupancies that are installed and used in accordance with this code.
2. Outdoor fires at inhabited premises or official organized campsites or parks when located in a permanent or portable barbeque or grill, incinerator, or outdoor fireplace located at least 30 feet from combustible vegetation.
3. Installations or uses approved by the fire code official.

**305.6.1.1 Fuel Modification Areas.** Outdoor fires using wood or other solid fuel shall not be built, ignited or maintained in a fuel modification area.

**305.6.1.2 Supervision.** Where a permit is issued or when allowed under the exceptions of Section 305.6.1, such fires shall be supervised by a person 18 years of age or older.

**305.6.2 Hazardous conditions.** Outdoor fires are not allowed when predicted sustained winds exceed 8 MPH during periods when relative humidity is less than 25%, or a red flag condition has been declared or public announcement is made, when an official sign was caused to be posted by the fire code official, or when such fires present a hazard as determined by the fire code official.

**305.6.3 Disposal of rubbish.** Rubbish, trash or combustible waste material shall be burned only within an approved incinerator and in accordance with Section 307.2.1.

**Section 307 OPEN BURNING, RECREATIONAL FIRES AND PORTABLE OUTDOOR FIREPLACES** is hereby amended as follows:

**SECTION 307 OPEN BURNING, RECREATIONAL FIRES, FIRE PITS, FIRE RINGS, AND OUTDOOR FIREPLACES**

**307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies.** Outdoor fireplaces, fire pits, fire rings, or similar exterior devices used at Group R occupancies shall comply with this section.

**Exception:** Barbeques, grills, and other portable devices intended solely for cooking.

**Section 307.6.1 Gas-fueled devices** is hereby added as follows:

**307.6.1 Gas-fueled devices.** Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Department and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction and vegetation shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. At other R occupancies, the minimum distance shall be ten feet. Where a permanent Building Department approved hood and vent is installed, combustible construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester as defined in Section 202.

**Section 307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas** is hereby added as follows:

**307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas.** Permanent outdoor fireplaces burning wood or other solid fuel shall be constructed in accordance with the California Building Code with clearance from combustible construction and building openings as required therein. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks.

The burning of wood or other solid fuel in a device is not allowed within 25 feet of combustible structures unless within an approved permanent fireplace, Conditions which could cause a fire to spread within 25 feet of a structure or to vegetation shall be eliminated prior to ignition. Fires in devices burning wood or solid fuel shall be in accordance with Sections 305, 307, and 308.

Exceptions:

1. Portable fireplaces and fire rings/pits equipped with a device to arrest sparks shall be located at least 3' from combustible construction at R-3 occupancies,
2. Portable fireplaces, and fire pits/rings equipped with a device to arrest sparks, shall be located at least 15 feet from combustible structures at other R occupancies.

**Section 307.6.2.1 Where prohibited** is hereby added as follows:

**307.6.2.1 Where prohibited.** The burning of wood and other solid fuels shall not be conducted within a fuel modification zone, Wildfire Risk Area (WRA), Wildland-Urban Interface Area (WUI), or in locations where conditions could cause the spread of fire to the WRA or WUI.

Exceptions:

1. Permanent fireplaces that are not located in a fuel modification zone
2. Where determined by the Fire Code Official that the location or design of the device should reasonably prevent the start of a wildfire.

**Section 308.1.6.3 Sky lanterns** is hereby revised as follows:

**308.1.6.3 Sky lanterns.** A person shall not ignite, release, or cause to be released a sky lantern.

**Section 322 Fuel Modification Requirements for New Construction** is hereby added as follows:

**322 Fuel Modification Requirements for New Construction.** All new buildings to be built or installed in areas with or adjacent to land having hazardous combustible vegetation shall comply with the requirements in the edition of City of Perris Vegetation Management Guidelines currently in use at the time of plan submittal.

**Section 323 Clearance of brush or vegetation growth from roadways** is hereby added as follows:

**323 Clearance of brush or vegetation growth from roadways.** The fire code official is authorized to cause areas within 10 feet (3048 mm) on each side of portions of highways and private streets which are improved, designed or ordinarily used for vehicular traffic, to be cleared of flammable vegetation and other combustible growth. Measurement shall be from the flow-line or the end of the improved edge of the roadway surfaces.

**Exception:** Single specimens of trees, ornamental shrubbery or cultivated ground cover such as green grass, ivy, succulents or similar plants used as ground covers, provided that they do not form a means of readily transmitting fire.

**Section 324 Unusual Circumstances** is hereby added as follows:

**324 Unusual circumstances.** The fire code official may suspend enforcement of the vegetation management requirements and require reasonable alternative measures designed to advance the purpose of this code if determined that in any specific case that any of the following conditions exist:

1. Difficult terrain.
2. Danger of erosion.
3. Presence of plants included in any state and federal resources agencies, California Native Plant Society and county-approved list of wildlife, plants, rare, endangered and/or threatened species.
4. Stands or groves of trees or heritage trees.
5. Other unusual circumstances that make strict compliance with the clearance of vegetation provisions undesirable or impractical.

**Section 325 Use of Equipment** is hereby added as follows:

**325 Use of equipment.** Except as otherwise provided in this section, no person shall use, operate, or cause to be operated in, upon or adjoining any hazardous fire area any internal combustion engine which uses hydrocarbon fuels, unless the engine is equipped with a spark arrester as defined in Section 325.1 maintained in effective working order, or the engine is constructed, equipped and maintained for the prevention of fire.

**Exceptions:**

1. Engines used to provide motor power for trucks, truck tractors, buses, and passenger vehicles, except motorcycles, are not subject to this section if the exhaust system is equipped with a muffler as defined in the Vehicle Code of the State of California.
2. Turbocharged engines are not subject to this section if all exhausted gases pass through the rotating turbine wheel, there is no exhaust bypass to the atmosphere, and the turbocharger is in good mechanical condition

**Section 325.1 Spark Arresters** is hereby added as follows:

**325.1 Spark arresters.** Spark arresters shall comply with the following:

1. A spark arrester is a device constructed of nonflammable material specifically for the purpose of removing and retaining carbon and other flammable particles over 0.0232 of an inch (0.58 mm) in size from the exhaust flow of an internal combustion engine that uses hydrocarbon fuels or which is qualified and rated by the United States Forest Service.
2. Spark arresters affixed to the exhaust system of engines or vehicles subject to Section 324 shall not be placed or mounted in such a manner as to allow flames or heat from the exhaust system to ignite any flammable material.

**Section 326 Restricted Entry** is hereby added as follows:

**326 Restricted entry.** The fire code official shall determine and publicly announce when hazardous fire areas shall be closed to entry and when such areas shall again be opened to entry. Entry on and occupation of hazardous fire areas, except public roadways, inhabited areas or established trails and camp sites which have not been closed during such time when the hazardous fire area is closed to entry, is prohibited.

**Exceptions:**

1. Residents and owners of private property within hazardous fire areas and their invitees and guests going to or being upon their lands.
2. Entry, in the course of duty, by peace or police officers, and other duly authorized public officers, members of a fire department and members of the United States Forest Service.

**Section 327 Trespassing on posted property** is hereby added as follows:

**327 Trespassing on posted property.** When the fire code official determines that a specific area within a hazardous fire area presents an exceptional and continuing fire danger because of the density of natural growth, difficulty of terrain, proximity to structures or accessibility to the public, such areas shall be closed until changed conditions warrant termination of closure. Such areas shall be posted as hereinafter provided.



1. Signs. Approved signs prohibiting entry by unauthorized persons and referring to applicable fire code chapters shall be placed on every closed area.
2. Trespassing. Entering and remaining within areas closed and posted is prohibited.

**Exception:** Owners and occupiers of private or public property within closed and posted areas, their guests or invitees, and local, state and federal public officers and their authorized agents acting in the course of duty.

## **Chapter 4 Emergency Planning and Preparedness**

**Chapter 4: Emergency Planning and Preparedness** Adopt only the Sections listed below:

1. 401-401.9
2. 402
3. 403.2
4. 403.5-403.5.4
5. 403.10.2.1.1
6. 403.13-403.13.3
7. 404.5– 404.6.6
8. 407

## **Chapter 5 Fire Service Features**

**Chapter 5 Fire Service Features** is adopted in its entirety with the following amendments:

**SECTION 501.3 Construction documents** is revised as follows:

**501.3 Construction documents.** Construction documents for proposed fire apparatus access, location of fire lanes, security gates across fire apparatus roads and construction documents and hydraulic calculations for fire hydrant systems shall be submitted to the fire department for review and approval prior to construction. The design shall be in accordance with this code, national standards, and the City of Perris Guideline for Fire Department Access & Water Requires for Commercial & Residential Development, and the City of Perris Guideline for Underground Piping for Private Hydrants & Sprinkler Supply Line.

**SECTION 503.2.1 Dimensions** is revised as follows:

**503.2.1 Dimensions.** Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm). The width is measured flow-line to flow-line.

**SECTION 503.2.1.1 Hazardous Fire Area** is added as follows:

**503.2.1.1 Hazardous Fire Areas.** In Hazardous Fire Areas the minimum fire apparatus road width shall be 28 feet (8530 mm). The width shall be maintained to an approved point outside of the Hazardous Fire Area.

**Exception:** When the road serves no more than three dwelling units and the road does not exceed 150 feet in length, the road width may be 24 feet (7300 mm). This length may be increased to 400 feet where serving no more than three dwelling units and all structures accessed from the roadway are protected by automatic fire sprinklers.

### **Chapter 6 Building Services and Systems**

**Chapter 6 Building Services and Systems** is adopted in its entirety without amendments.

### **Chapter 7 Fire and Smoke Protection**

**Chapter 7 Fire and Smoke Protection** is adopted in its entirety without amendments.

### **Chapter 8 Interior Finish, Decorative Materials and Furnishings**

**Chapter 8 Interior Finish, Decorative Materials and Furnishings** is adopted in its entirety without amendments.

### **Chapter 9 Fire Protection and Life Safety Systems**

**Chapter 9 Fire Protection and Life Safety Systems** is adopted in its entirety with the following amendments:

**SECTION 903.2**, Where required, is hereby amended as follows:

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in this section as follows:

- c) **New buildings:** In addition to the requirements of section 903.2.1 through 903.2.12, approved automatic sprinkler systems in new buildings and structures shall be provided when the gross area of the building exceeds 3,500 ft<sup>2</sup> or more than two-story high.

Exception: Group R-3, occupancies shall comply with sections 903.2.8

- 3. The elimination of sprinkler protection in the following areas are subject to approval by Fire Code Official. Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic fire alarm system and are separated from the remainder of the building by fire barriers consisting of not less

than 1-hour fire-resistance-rated walls and 2-hour fire-resistance-rated floor/ceiling assemblies.

4. Open parking garages in accordance with Section 406.3 of the California Building Code.
- d) Alteration: When the floor area of the Alteration within any two-year period exceeds 75% of area of the existing structure and the alteration includes structural modifications other than seismic upgrade.
- e) Addition: Sprinkler protection shall be provided throughout the entire building when:
3. Existing building less than 3,500: where 33% or more is added and the gross floor areas exceeds 3,500 square feet.
  4. Existing building equal or greater than 3,500 ft<sup>2</sup>: where more than 2,000 ft<sup>2</sup> is added.

**SECTION 903.2.8**, Group R, is hereby amended as follows:

903.2.8. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

1. **New buildings:** An automatic sprinkler system shall be installed throughout all new buildings.
2. **Existing buildings:** An automatic sprinkler system shall be installed throughout when one of the following conditions exists:
  - a) When an addition is 33% or more of the existing building area, as defined in Section 502.1, and greater than 1000 square feet (92.903 m<sup>2</sup>) within a two year period; or
  - b) An addition when the existing building is already provided with automatic sprinklers; or
  - c) When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determined that the complexity of installing a sprinkler system would be similar as in a new building.

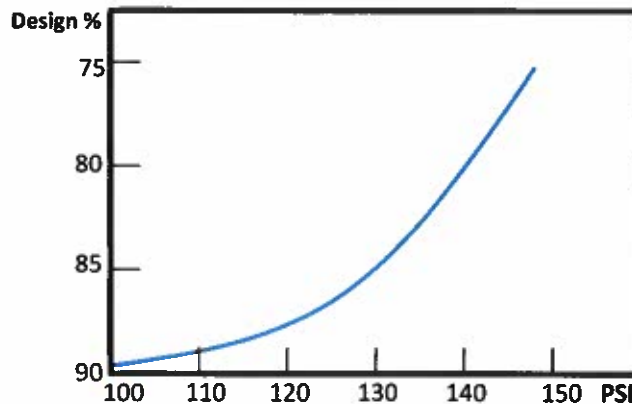
**Section 903.3.5.3 Hydraulically calculated systems** is hereby added as follows:

**903.3.5.3 Hydraulically calculated systems.** The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity

**Exception:** When static pressure exceeds 100 psi, and required by the Fire Code Official, the

fire sprinkler system shall not exceed water supply capacity specified by Table 903.3.5.3

**TABLE 903.3.5.3**  
***Hydraulically Calculated Systems***



**SECTION 903.4, Sprinkler system supervision and alarms**, is hereby amended by modifying item 1, deleting item 5, and renumbering the Exceptions as follows:

1. Automatic sprinkler systems protecting one- and two-family dwellings.
2. Limited area systems serving fewer than 20 sprinklers.
3. Automatic sprinkler systems installed in accordance with NFPA 13R where the common supply main is used to supply both the domestic and automatic sprinkler system, and a separate shutoff valve for automatic sprinkler system is not provided.
4. Jockey pump control valves that are sealed or locked in the open position.
5. Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.
6. Trim valves to pressure switches in dry, pre-action and deluge sprinkler systems that are sealed or locked in the open position.

**Section 905.4 Location of Class I standpipe hose connections** is hereby amended by adding items 7 as follows:

**905.4 Location of Class I standpipe hose connections** is hereby revised to include number 7 as follows:

7. The centerline of the 2.5 inch (63.5 mm) outlet shall be no less than 18 inches (457.2 mm) and no more than 24 inches above the finished floor.

## **Chapter 10**

### **Means of Egress**

**Chapter 10 Means of Egress** is adopted in its entirety without amendments

**Chapter 11**  
**Construction Requirements for Existing Buildings**

**Chapter 11 Construction Requirements for Existing Buildings.** Adopt only those Sections and Subsections listed below:

1. 1103.7
2. 1103.7.3
3. 1103.7.3.1
4. 1103.7.8 – 1103.7.8.2
5. 1103.7.9 – 1103.7.9.10
6. 1103.8 – 1103.8.5.3
7. 1103.9.1
8. 1107
9. 1113
10. 1114
11. 1115
12. 1116

**Chapter 12**  
**Energy Systems**

**Chapter 20 Energy Systems** is adopted in its entirety without amendments:

**Chapter 20**  
**Aviation Facilities**

**Chapter 20 Aviation Facilities** is adopted in its entirety without amendments:

**Chapter 21**  
**Dry Cleaning**

**Chapter 21 Dry Cleaning** is adopted in its entirety without amendments.

**Chapter 22**  
**Combustible Dust-Producing Operations**

**Chapter 22 Combustible Dust-Producing Operations** is adopted in its entirety without amendments.

**Chapter 23**  
**Motor Fuel-Dispensing Facilities and Repair Garages**

**Chapter 23 Motor Fuel-Dispensing Facilities and Repair Garages** is adopted in its entirety without amendments.

**Chapter 24**  
**Flammable Finishes**

**Chapter 24 Flammable Finishes** is adopted in its entirety without amendments.

**Chapter 25**  
**Fruit and Crop Ripening**

**Chapter 25 Fruit and Crop Ripening** is adopted in its entirety without amendments.

**Chapter 26**

**Fumigation and Thermal Insecticidal Fogging**

**Chapter 26 Fumigation and Thermal Insecticidal Fogging** is adopted in its entirety without amendments.

**Chapter 27**

**Semiconductor Fabrication Facilities**

**Chapter 27 Semiconductor Fabrication Facilities** is adopted in its entirety without amendments

**Chapter 28**

**Lumber Yards and Agro-Industrial, solid Biomass and Woodworking Facilities**

**Chapter 28 Lumber Yards and Agro-Industrial, Solid Biomass, and Woodworking Facilities** is adopted in its entirety without amendments:

**Chapter 29**

**Manufacture of Organic Coatings**

**Chapter 29 Manufacture of Organic Coatings** is adopted in its entirety without amendments.

**Chapter 30**

**Industrial Ovens**

**Chapter 30 Industrial Ovens** is adopted in its entirety without amendments.

**Chapter 31**

**Tents, Temporary Special Event Structures and Other Membrane Structures**

**Chapter 31 Tents, Temporary Special Event Structures and Other Membrane Structures** is adopted in its entirety without amendments.

**Chapter 32**

**High-Piled Combustible Storage**

**Chapter 32 High-Piled Combustible Storage** is adopted in its entirety without amendments.

**Chapter 33**

**Fire Safety During Construction and Demolition**

**Chapter 33 Fire Safety During Construction and Demolition** is adopted in its entirety without amendments.

**Chapter 34**

**Tire Rebuilding and Tire Storage**

**Chapter 34 Tire Rebuilding and Tire Storage** is adopted in its entirety without amendments.

**Chapter 35**

**Welding and Other Hot Work**

**Chapter 35 Welding and Other Hot Work** is adopted in its entirety without amendments.

**Chapter 36**

**Marinas**

**Chapter 36 Marinas** is not adopted.

**Chapter 37  
Combustible Fibers**

**Chapter 20 Aviation Facilities** is adopted in its entirety without amendments:

**Chapter 48  
Motion Picture and Television Production Studio Sound Stages, Approved Production  
Facilities and Production Locations**

**Chapter 48 Motion Picture and Television Production Studio Sound Stages, Approved Production Facilities and Production Locations** is adopted in its entirety without amendments.

**Chapter 49  
Requirements for Wildland-Urban Interface Fire Areas**

**Chapter 49 Requirements for Wildland-Urban Interface Fire Areas** is adopted in its entirety with the following amendments:

**Section 4906.3 Requirements.** is hereby revised by adding Section “(5)” as follows:  
*(5) City of Perris Vegetation Management Guidelines.*

**Section 4908 Fuel Modification Requirements for New Construction** is hereby added as follows:

**4908 Fuel Modification Requirements for New Construction.** *All new buildings to be built or installed in hazardous fire areas shall comply with the following:*

1. *Preliminary fuel modification plans shall be submitted to and approved by the fire code official concurrent with the submittal for approval of any tentative map.*
2. *Final fuel modification plans shall be submitted to and approved by the fire code official prior to the issuance of a grading permit.*
  - 2.1 *The fuel modification plan shall include provisions for the maintenance of the fuel modification for perpetuity.*
3. *The fuel modification plans shall meet the criteria set forth in the Fuel Modification Section of the City of Perris Vegetation Management Guidelines.*
4. *The fuel modification plan may be altered if conditions change. Any alterations to the fuel modification areas shall have prior approval from the fire code official.*
5. *All elements of the fuel modification plan shall be maintained in accordance with the approved plan and are subject to the enforcement process outlined in the Fire Code.*

**Chapter 50  
Hazardous Materials – General Provisions**

**Chapter 50 Hazardous Materials – General Provisions** is adopted in its entirety with the following amendments.

**Section 5001.5.2 Hazardous Materials Inventory Statement (HMIS)**, is hereby amended by modifying the starting paragraph as follows:

**5001.5.2 Hazardous Materials Inventory Statement (HMIS).** Where required by the fire code official, an application for a permit shall include City of Perris Chemical Classification Packet, which shall be completed and approved prior to approval of plans, and/or the storage, use or handling of chemicals on the premises. The Chemical Classification Packet shall include the following information and formatted as specified in the City of Perris Chemical Classification Packet:

1. Product Name
2. Component
3. Chemical Abstract Service (CAS) number
4. Location where stored or used.
5. Container size
6. Hazard classification
7. Amount in storage
8. Amount in use-closed systems
9. Amount in use-open systems.

**Chapter 51  
Aerosols**

**Chapter 51 Aerosols** is adopted in its entirety without amendments.

**Chapter 53  
Compressed Gases**

**Chapter 53 Compressed Gases** is adopted in its entirety without amendments.

**Chapter 54  
Corrosive Materials**

**Chapter 54 Corrosive materials** is adopted in its entirety without amendments.

**Chapter 55  
Cryogenic Fluids**

**Chapter 55 Cryogenic Fluids** is adopted in its entirety without amendments.

**Chapter 56  
Explosives and Fireworks**

**Chapter 56 Explosives and Fireworks** California Fire Code Chapter 56 is adopted in its entirety with the following amendments:

**Section 5601.2.5 Retail Fireworks is hereby added as follows:**

**5601.2.5 Retail Fireworks. The storage, use, sale, possession, and handling of fireworks 1.4G (commonly referred to as Safe & Sane) and fireworks 1.3G is prohibited.**

**Exception: Fireworks 1.4G and fireworks 1.3G may be part of an electrically fired public display when permitted and conducted by a licensed pyrotechnic operator**



**Section 5601.3.6 Seizure of Fireworks** is hereby added as follows:

*5601.3.6 Seizure of Fireworks. The fire code official shall have the authority to seize, take, remove all fireworks stored, sold, offered for sale, used or handled in violation of the provisions of Title 19 CCR, Chapter 6. Any seizure or removal pursuant to this section shall be in compliance with all applicable statutory, constitutional, and decisional law.*

**Section 5608.2 Firing** is hereby added as follows:

*5608.2 Firing. All fireworks displays shall be electrically fired.*

**Section 5614 Explosives and blasting** is hereby added as follows:

*5614 Explosives and blasting. Explosives shall not be possessed, kept, stored, sold, offered for sale, given away, used, discharged, transported or disposed of within wildland-urban interface areas, or hazardous fire areas except by permit from the fire code official.*

## **Chapter 57**

### **Flammable and Combustible Liquids**

**Chapter 57 Flammable and Combustible Liquids** is adopted in its entirety with the following amendment.

**Section 5704.2.3.2 Label or placard** is hereby amended by modifying the NFPA standard as follows:

*5704.2.3.2 Label or placard. Tanks more than 100 gallons (379 L) in capacity, which are permanently installed or mounted and used for the storage of Class I, II or III liquids, shall bear a label and placard identifying the material therein. Placards shall be 3" red letters on white background and made of durable materiel.*

## **Chapter 58**

### **Flammable Gases and Flammable Cryogenic Fluids**

**Chapter 58 Flammable Gases and Flammable Cryogenic Fluids** is adopted in its entirety without amendments.

## **Chapter 59**

### **Flammable Solids**

**Chapter 59 Flammable Solids** is adopted in its entirety without amendments.

## **Chapter 60**

### **Highly Toxic and Toxic Materials**

**Chapter 60 Highly Toxic and Toxic Materials** is adopted in its entirety without amendments.

## **Chapter 61**

### **Liquefied Petroleum Gases**

**Chapter 61 Liquefied Petroleum Gases** is adopted in its entirety without amendments.

**Chapter 62**  
**Organic Peroxides**

**Chapter 62 Organic Peroxides** is adopted in its entirety without amendments.

**Chapter 63**  
**Oxidizers, Oxidizing Gases, and Oxidizing Cryogenic Fluids**

**Chapter 63 Oxidizers, Oxidizing Gases, and Oxidizing Cryogenic Fluids** is adopted in its entirety without amendments.

**Chapter 64**  
**Pyrophoric Materials**

**Chapter 64 Pyrophoric Materials** is adopted in its entirety without amendments.

**Chapter 65**  
**Pyroxylin (Cellulose Nitrate) Plastics**

**Chapter 65 Pyroxylin (Cellulose Nitrate) Plastics** is adopted in its entirety without amendments.

**Chapter 66**  
**Unstable (Reactive) Materials**

**Chapter 66 Unstable (Reactive) Materials** is adopted in its entirety without amendments.

**Chapter 67**  
**Water-Reactive Solids and Liquids**

**Chapter 67 Water-Reactive Solids and Liquids** is adopted in its entirety without amendments.

**Chapter 80**  
**Referenced Standards**

**Chapter 80 Referenced Standards** is adopted in its entirety with the following amendments:

**NFPA 13, 2016 Edition, Standard for the Installation of Sprinkler Systems** is hereby amended as follows:

**Section 6.7.3 is hereby revised as follows:**

**6.7.3** Fire department connections (FDC) shall be of an approved type. The FDC shall contain a minimum of two 2 ½” inlets. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red. When the fire sprinkler density design requires 500 gpm (including inside hose stream demand) or greater, or a standpipe system is included, four 2 ½” inlets shall be provided.

**Section 8.3.3.1 is hereby revised as follows:**

**8.3.3.1.** When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted.

Sprinklers in light hazard occupancies shall be one of the following:

- (1) Quick-response type as defined in 3.6.4.8
- (2) Residential sprinklers in accordance with the requirements of 8.4.5
- (3) Quick response CMSA sprinklers
- (4) ESFR sprinklers
- (5) Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers
- (6) Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems

**Section 8.15.1.2.7 is hereby revised as follows:**

**8.15.1.2.7** Concealed spaces filled with noncombustible insulation shall not require sprinkler protection when approved by the fire code official.

**Section 11.1.1.1 is hereby added as follows:**

**11.1.1.1** When fire sprinkler systems are required in buildings of undetermined use other than warehouses, they shall be designed and installed to have a fire sprinkler density of not less than that required for an Ordinary Hazard Group 2 use, with no reduction(s) in density or design area. Warehouse fire sprinkler systems shall be designed to Figure 16.2.1.3.2 (d) curve "G". Use is considered undetermined if a specific tenant/occupant is not identified at the time the sprinkler plan is submitted. Where a subsequent occupancy requires a system with greater capability, it shall be the responsibility of the occupant to upgrade the system to the required density for the new occupancy.

**Section 11.2.3.1.1.1 is hereby added as follows:**

**11.2.3.1.1.1** The available water supply for fire sprinkler system design shall be determined by one of the following methods, as approved by the Fire Code Official:

- 1) Subtract the project site elevation from the low water level for the appropriate pressure zone and multiply the result by 0.433;
- 2) Use a maximum of 40 psi, if available;

- 3) Utilize the City of Perris water-flow test form/directions to document a flow test conducted by the local water agency or an approved third party licensed in the State of California.

**NFPA 13D 2016 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes** is hereby amended as follows:

**Section 4.1.3** is hereby added as follows:

**4.1.3 Stock of Spare Sprinklers**

**Section 4.1.3.1** is hereby added as follows:

**4.1.3.1.** A supply of at least two sprinklers for each type shall be maintained on the premises so that any sprinklers that have operated or been damaged in any way can be promptly replaced.

**Section 4.1.3.2** is hereby added as follows:

**4.1.3.2** The sprinklers shall correspond to the types and temperature ratings of the sprinklers in the property.

**Section 4.1.3.3** is hereby added as follows:

**4.1.3.3** The sprinklers shall be kept in a cabinet located where the temperature to which they are subjected will at no time exceed 100 °F (38°C).

**Section 4.1.3.4** is hereby added as follows:

**4.1.3.4** A special sprinkler wrench shall be provided and kept in the cabinet to be used in the removal and installation of sprinklers. One sprinkler wrench shall be provided for each type of sprinkler installed.

**Section 7.1.2** is hereby revised as follows:

**7.1.2** The system piping shall not have a separate control valve unless supervised by a central station, proprietary, or remote station alarm service.

**NFPA 14, 2016 Edition, Installation of Standpipe and Hose Systems** is hereby amended as follows:

**Section 7.3.1.1** is hereby deleted in its entirety and replaced as follows:

**7.3.1.1** Class I and III Standpipe hose connections shall be unobstructed and shall be located not less than 18 inches or more than 24 inches above the finished floor. Class II Standpipe hose connections shall be unobstructed and shall be located not less than 3 feet or more than 5 feet above the finished floor.

**NFPA 24, 2016 Edition, Standard for the Installation of Private Fire Service Mains and Their Appurtenances** is hereby amended as follows:

**Section 6.1.1.4\* (3)** is hereby deleted without replacement and (6) and (7) renumbered as follows:

- (5) Control Valves installed in a fire-rated room accessible from the exterior.
- (6) Control valves in a fire-rated stair enclosure accessible from the exterior as permitted by the authority having jurisdiction.

**Section 6.3.3** is hereby added as follows:

**Section 6.3.3** All post indicator valves controlling fire suppression water supplies shall be painted OSHA red.

**Section 10.1.5** is hereby added as follows:

**10.1.5** All ferrous pipe shall be coated and wrapped. Joints shall be coated and wrapped after assembly. All fittings shall be protected with a loose 8-mil polyethylene tube. The ends of the tube shall extend past the joint by a minimum of 12 inches and be sealed with 2 inch wide tape approved for underground use. Galvanizing does not meet the requirements of this section.

**Exception:** 304 or 316 Stainless Steel pipe and fittings

**Section 10.4.1.1** is hereby revised as follows:

**10.4.1.1** All bolted joint accessories shall be cleaned and thoroughly coated with asphalt or other corrosion-retarding material, prior to poly-tube, and after installation.

**Exception:** Bolted joint accessories made from 304 or 316 stainless steel.

**Section 10.3.6.1** is hereby added as follows:

**10.3.6.1** All bolts used in pipe-joint assembly shall be 316 stainless steel.

**Section 10.6.3.1** is hereby deleted and replaced as follows:

**10.6.3.1** Where fire service mains enter the building adjacent to the foundation, the pipe may run under a building to a maximum of 24 inches, as measured from the interior face of the exterior wall to the center of the vertical pipe. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints or it shall comply with 10.6.2.

**Section 10.4.3.1.1** is hereby revised as follows:

**10.4.3.1.1** Pipe joints shall not be located under foundation footings. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints.

### Appendices

**Appendix B** is adopted in its entirety with the following amendments.

Table B105.1 (1) is hereby revised as follows:

**TABLE B105.1(1)  
REQUIRED FIRE-FLOW FOR ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES**

CALCULATION AREA (square feet)	AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
0-3,600	No automatic sprinkler system	1,000	1
3,601 and greater	No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2) at the required fire-flow rate
0-3,600	Section 903.3.1.3 of the California Fire Code or Section 313.3 of the California Residential Code	750	3/4
3,601 and greater	Section 903.3.1.3 of the California Fire Code or Section 313.3 of the California Residential Code	½ value in Table B105.1(2) but not less than 1500	1

For SI: 1 square foot = 0.0929 m<sup>2</sup>, 1 gallon per minute = 3.785 L/m

Table B105.2 is hereby revised as follows:

**TABLE B105.2**  
**REQUIRED FIRE-FLOW FOR BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4**  
**BUILDINGS AND TOWNHOUSES**

<b>AUTOMATIC SPRINKLER SYSTEM (Design Standard)</b>	<b>MINIMUM FIRE-FLOW (gallons per minute)</b>	<b>FLOW DURATION (hours)</b>
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 or Section 903.3.1.2 of the California Fire Code	50% of the value in Table B105.1(2) but not less than 1500	Duration in Table B105.1(2)

For SI: 1 square foot = 0.0929 m<sup>2</sup>, 1 gallon per minute = 3.785 L/m

**Appendix BB** is adopted in its entirety without amendments:

**Appendix C** is adopted in its entirety without amendments:

**Appendix CC** is adopted in its entirety without amendments:

\_\_\_\_\_  
Mayor, Michael M. Vargas

\_\_\_\_\_  
City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the FOREGOING Ordinance Number was duly and regularly introduced at a regular meeting of the City Council of the City of Perris held on the 12th day of November 2019 and was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 10<sup>TH</sup> day of December, 2019 and that it was so adopted by the following called vote:

AYES:  
NOES:  
ABSENT:  
STAIN:

\_\_\_\_\_  
City Clerk, Nancy Salazar

Exhibit A – 2019 ICC Building Valuation Data Table

**RESOLUTION NO. (NEXT IN ORDER)**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AMENDING SECTION 5 OF RESOLUTION NO. 2715 BY ADOPTING THE 2019 BUILDING VALUATION RATES, AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL (ICC) IN THE 2019 BUILDING STANDARDS VALUATION TABLES, FOR USE IN THE CALCULATION OF CERTAIN BUILDING, ELECTRICAL, PLUMBING AND MECHANICAL PERMIT FEES.

WHEREAS, requests for certain services from the City of Perris ("City") are made by the general public to the City to allow the public to comply with the Perris Municipal Code and state and federal laws; and

WHEREAS, the provision of such services by City staff constitutes an expense to the City; and

WHEREAS, the City has always intended to recover the costs it incurs for providing such services to the general public by collecting fees to reimburse the City's costs; and

WHEREAS, the City currently utilizes Building Valuation Rates as published in the April 2016 Building Standards magazine for the calculation of certain building, electrical, and mechanical fees and which is outdated and fails to adequately reimburse the City for its expenses; and

WHEREAS, the Building Valuation Rates are updated and published annually in the Building Standards magazine; and

WHEREAS, City staff has analyzed the City's actual cost for certain building, electrical, mechanical, and plumbing permit fees in relation to the most recent Building Valuation Rates and determined that the City's costs for such permits should utilize the 2019 Building Valuation Rates as published by the International Code Council (ICC) in the Building Standards Valuation Tables ("2019 Building Valuation Rates"); and

WHEREAS, City staff has further analyzed and determined that the use of the 2019 Building Valuation Rates for calculating such permit fees, as contemplated by this Resolution, including any materials related thereto, do not exceed the costs borne by the City; and,

WHEREAS, the City Council now desires to update the Building Valuation Rates used for the calculating the amount of the fees it collects for providing certain building, electrical, mechanical, and plumbing services by adopting the 2019 Building Valuation Rates; and

WHEREAS, by adopting the 2019 Building Valuation Rates, the fees for certain building, electrical, plumbing and mechanical permits will increase; and



WHEREAS, on November 1, 2019 a notice of the public hearing to be held on November 12, 2019 regarding the proposed fee increases was published in Perris Progress; and,

WHEREAS, all interested parties that requested notice of the proposed fee increases were notified, in writing, fourteen days prior to the public hearing held on November 12, 2019 regarding the same; and,

WHEREAS, at least ten days prior to the November 12, 2019 public hearing, the City made available to the public data indicating the amount of the cost, or estimated cost, required to provide the service for which the fee or service charge is levied and the revenue sources anticipated to provide the service; and,

WHEREAS, on November 12, 2019, after a staff report, the City Council held a duly noticed public hearing at which oral and written testimony was received and considered; and,

WHEREAS, the City Council now desires to adopt the 2019 Building Valuation Rates contemplated by this Resolution.

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

**SECTION 1.** The recitals above are true and correct and incorporated herein by reference.

**SECTION 2.** The City hereby amends Section 5 of Resolution No. 2715 by adopting the 2013 Building Valuation Rates, as published in the International Code Council (ICC) 2019 Building Valuation Tables and as attached in Exhibit A, for use in calculating certain building, electrical, and mechanical permit fees as more fully set forth in Section 5 of Resolution No. 2715.

**SECTION 3.** That the resulting fees set forth above do not exceed the estimated reasonable cost of providing such services to the public.

**SECTION 4.** That the adoption of these fees is exempt from the provisions of the California Environmental Quality Act (CEQA) because the creation of a government funding mechanism which does not involve any commitment to any specific project is not a "project" under CEQA pursuant to Public Resources Code Section 21080 and CEQA Guideline 15378(b)(4).

**SECTION 5.** Resolution No. 2715 shall remain unchanged except as otherwise modified by this Resolution.

**SECTION 6.** The City Clerk shall certify as to the adoption of this Resolution.

ADOPTED, SIGNED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2019.

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MAYOR OF THE CITY OF PERRIS

ATTEST:

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CITY CLERK

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

I, Nancy Salazar, duly elected City Clerk of the City of Perris, California, hereby certify that the foregoing Resolution Number (next in order) was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 12<sup>th</sup> day of November 2019, by the following called vote:

Ayes:  
Absent:

---

CITY CLERK

Exhibit A – 2019 ICC Building valuation Data Table

Exhibit A  
2019 Building Valuation Rates



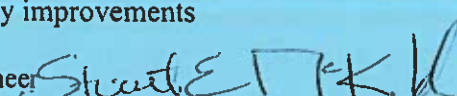
# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:** November 12, 2019

**SUBJECT:** C Street Traffic Safety

**REQUESTED ACTIONS:** Adopt the report prepared by RK Engineering for C Street – 4<sup>th</sup> Street to San Jacinto Avenue Traffic Review as amended; Approve installation of pedestrian safety improvements

**CONTACT:** Stuart E. McKibbin, City Engineer 

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### BACKGROUND/DISCUSSION:

This item was previously discussed by Council at the October 29, 2019 meeting and continued to November 12, 2019 for action. Council requested a presentation on the issue. Staff has prepared a presentation and will be available to answer Council questions regarding intersections along C Street.

Below is the discussion from the October 29, 2019 staff report:

Following the request from Mayor Vargas, a traffic review survey for C Street between San Jacinto Avenue and 4<sup>th</sup> Street was performed by RK Engineering. The report recommends striping modifications and tree maintenance to improve the safety and sight distance for the corridor. The report also states that the intersections of C Street at 1<sup>st</sup> Street and C Street at 3<sup>rd</sup> Street do not meet the warrants for an all-way stop.

However, staff's field review revealed that during peak hours of the day, vehicular and pedestrian traffic volumes are high. Saint James Catholic School is located along 3<sup>rd</sup> Street and the Perris Downtown Metrolink Station is located to the east of C Street (as shown in attached exhibit). Therefore, based on these field observations and engineering judgement, staff recommends that the intersection of C Street and 3<sup>rd</sup> Street be made into an all-way stop, with appropriate stop ahead signs and striping, by installing 2 additional stop signs on C Street.

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**BUDGET (or FISCAL) IMPACT:** Adopted Capital Improvements Program Sheet S-117 identifies adequate funds to install the proposed All-Way Stop.

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Prepared by: Brad Brophy, Assistant City Engineer

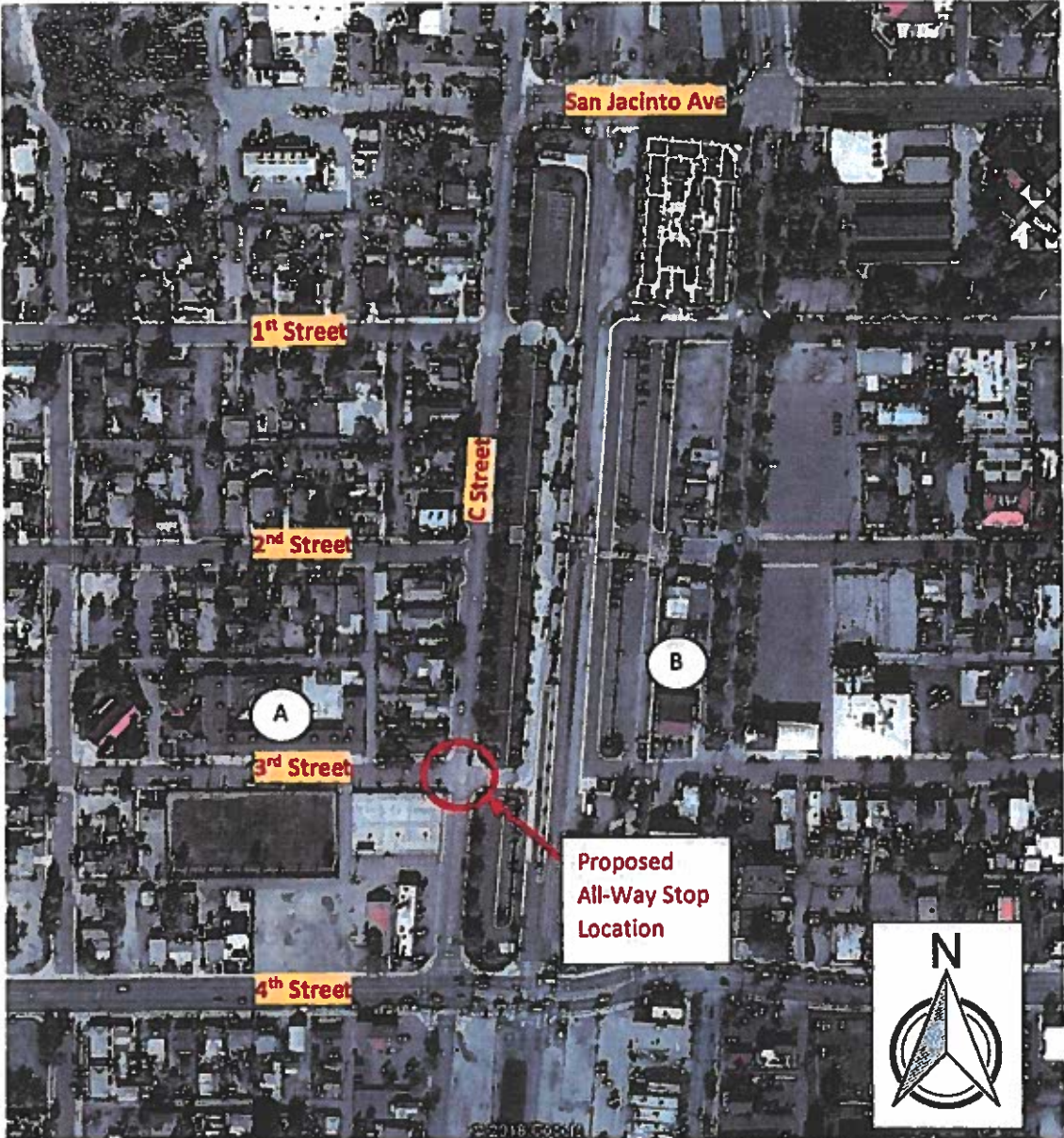
### REVIEWED BY:

City Attorney \_\_\_\_\_  
 Assistant City Manager   
 Finance Director 

**Attachment: Location Exhibit  
RK Engineering C Street Traffic Review Survey  
CIP Sheet S-117**

**Business Item**

C Street at 3<sup>rd</sup> Street Proposed All-Way Stop – Location Map



- (A) - St. James Catholic School
- (B) - Perris Downtown Metrolink Station

# C STREET - 4TH STREET TO SAN JACINTO AVENUE TRAFFIC REVIEW City of Perris, California



June 05, 2019

Mr. Habib Motlagh  
CITY OF PERRIS  
24 South D Street, Suite 100  
Perris, CA 92570

**Subject: C Street – 4<sup>th</sup> Street to San Jacinto Avenue Traffic Review,  
City of Perris**

Dear Mr. Motlagh:

### **Introduction**

RK ENGINEERING GROUP, INC. (RK) is pleased to submit this review of C Street from 4<sup>th</sup> Street to San Jacinto Avenue in the City of Perris. The analysis location is shown in Exhibit A. Photographs of the intersections are included in Appendix A.

The purpose of this analysis is to develop recommendations to further improve current and future operations along the roadway segment and at the intersections of C Street at 1<sup>st</sup> Street and C Street at 3<sup>rd</sup> Street. Along the east side of C Street is the existing Metrolink station and bus depot. It has been reported that it is difficult for the buses to enter and exit the existing Metrolink station. The analysis will determine if the existing intersections meet the warrants for an all-way stop based on existing conditions. The recommended improvements are included in the *Conclusions* section of this report.

### **Traffic Concerns of the RTA (Riverside County Transit Authority) and RCTC (Riverside County Transportation Authority)**

Per a request from City staff RK has contacted the RTA and RCTC to determine if they had any operational concerns at the Perris Metrolink station regarding traffic. RK has contacted both agencies, including Mr. Sam Wattanachinda (Manager of Stops and Zones) at the RTA and Mr. Gary Ratcliff (Facilities Administrator) at the RCTC. Both of these members of the operations staff at their respective agencies are involved in transit operations at the Perris Metrolink Station.

The main concern with the RTA is their operation of buses primarily exiting the northerly driveway at C Street and 1<sup>st</sup> Street. Their buses are having difficulty leaving the driveway and making a left turn onto C Street. They are having difficulty finding adequate gaps in traffic on C Street as a result of the speed of traffic on C Street. They feel an all-way stop at this location would assist their buses in making the left turn out of this driveway. Also, they



are concerned with pedestrians crossing C Street at this intersection, since there is no traffic control or marked cross-walk at this location.

In discussing the situation with the RCTC they have not indicated any major problems at this location from their perspective. However, the RTA may have more information on the actual bus operations at the two driveways at the Metrolink station. It does appear that an all-way stop may facilitate buses entering and exiting the station at 1<sup>st</sup> Street and would provide for a controlled cross-walk to the Metrolink station.

### **Existing Conditions**

The location of the study intersections of C Street at 1<sup>st</sup> Street and C Street at 3<sup>rd</sup> Street are shown in Exhibit A. Both intersections are currently cross-street stop-controlled in the east-west direction on the minor street approaches of 1<sup>st</sup> Street and 3<sup>rd</sup> Street. St. James Catholic School is located at the northwest corner of the C Street at 3<sup>rd</sup> Street intersection. The existing posted speed limit is 25 miles per hour. According to the City of Perris General Plan, C Street, 1<sup>st</sup> Street, and 3<sup>rd</sup> Street are all classified as a local street.

Existing traffic volumes for the study intersections were compiled for RK in May 2019. The vehicle traffic count worksheets are included in Appendix B. A summary of the hourly traffic counts for the intersections of C Street at 1<sup>st</sup> Street and C Street at 3<sup>rd</sup> Street are included in Table 1 and Table 2, respectively.

**TABLE 1**  
**Existing Hourly Traffic Counts - C Street at 1st Street**  
**Thursday, May 23, 2019**

END TIME	C Street			1st Street			Grand Total
	NB	SB	Subtotal NB + SB	EB	WB	Subtotal EB + WB	
1:00 AM	26	90	116	3	0	3	119
2:00 AM	32	58	90	3	0	3	93
3:00 AM	37	68	105	6	1	7	112
4:00 AM	91	78	169	3	4	7	176
5:00 AM	236	170	406	7	17	24	430
6:00 AM	352	240	592	15	31	46	638
7:00 AM	277	350	627	22	37	59	686
8:00 AM	430	518	948	56	30	86	1,034
9:00 AM	346	388	734	40	36	76	810
10:00 AM	251	274	525	18	17	35	560
11:00 AM	221	272	493	23	24	47	540
12:00 PM	220	338	558	15	26	41	599
1:00 PM	268	391	659	32	27	59	718
2:00 PM	282	425	707	28	29	57	764
3:00 PM	311	493	804	43	22	65	869
4:00 PM	395	573	968	81	31	112	1,080
5:00 PM	334	521	855	54	25	79	934
6:00 PM	377	519	896	68	40	108	1,004
7:00 PM	273	483	756	29	38	67	823
8:00 PM	224	384	608	19	34	53	661
9:00 PM	163	343	506	35	18	53	559
10:00 PM	145	278	423	18	24	42	465
11:00 PM	78	224	302	7	6	13	315
12:00 AM	36	154	190	8	8	16	206
<b>TOTAL</b>	<b>5,405</b>	<b>7,632</b>	<b>13,037</b>	<b>633</b>	<b>525</b>	<b>1,158</b>	<b>14,195</b>

**TABLE 2**  
**Existing Hourly Traffic Counts - C Street at 3rd Street**  
**Thursday, May 23, 2019**

END TIME	C Street			3rd Street			Grand Total
	NB	SB	Subtotal NB + SB	EB	WB	Subtotal EB + WB	
1:00 AM	27	92	119	1	0	1	120
2:00 AM	32	47	79	1	0	1	80
3:00 AM	30	58	88	2	0	2	90
4:00 AM	95	82	177	3	0	3	180
5:00 AM	242	156	398	12	6	18	416
6:00 AM	354	240	594	10	5	15	609
7:00 AM	282	329	611	19	9	28	639
8:00 AM	379	515	894	44	4	48	942
9:00 AM	316	361	677	26	1	27	704
10:00 AM	239	273	512	17	1	18	530
11:00 AM	194	284	478	32	4	36	514
12:00 PM	199	322	521	32	4	36	557
1:00 PM	261	375	636	35	6	41	677
2:00 PM	246	410	656	38	7	45	701
3:00 PM	293	465	758	39	2	41	799
4:00 PM	338	521	859	78	3	81	940
5:00 PM	293	466	759	43	5	48	807
6:00 PM	349	470	819	51	12	63	882
7:00 PM	248	449	697	36	13	49	746
8:00 PM	213	353	566	40	15	55	621
9:00 PM	152	333	485	13	4	17	502
10:00 PM	94	266	360	48	4	52	412
11:00 PM	85	204	289	5	2	7	296
12:00 AM	32	145	177	5	0	5	182
<b>TOTAL</b>	<b>4,993</b>	<b>7,216</b>	<b>12,209</b>	<b>630</b>	<b>107</b>	<b>737</b>	<b>12,946</b>

RK has obtained collision data from the California Highway Patrol for 2016, 2017, 2018, and 2019. According to the collision data, there have been a total of three (3) reported collisions from 2016 to 2019 within 250 feet of the intersection of C Street at 1<sup>st</sup> Street and a total of three (3) reported collisions from 2016 to 2019 within 250 feet of the intersection of C Street at 3<sup>rd</sup> Street. A copy of the collision data is included in Appendix C. A full copy of the collision data is included in RK's files.

**TABLE 3**  
**Study Intersection Collision Summary**  
**2016 - 2018**

Intersection	Year				Total
	2016	2017	2018	2019	
C Street at 1st Street	1	1	1	0	3
C Street at 3rd Street	1	1	0	1	3
<b>Total</b>					<b>6</b>

**All-Way Stop Warrant**

The intersections of C Street at 1<sup>st</sup> Street and C Street at 3<sup>rd</sup> Street have been evaluated for all-way stop warrants using the rural conditions criteria of the California Manual of Uniform Traffic Control Devices (CA MUTCD) standards. A copy of the CA MUTCD all-way stop warrant conditions is included in Appendix D. The all-way stop warrants worksheets are provided in Appendix E.

The following criteria are applicable for this analysis:

- Traffic signal warranted
- Collisions
- Minimum volumes
- 80% of collision criteria and minimum volume
- The need to control left-turn conflicts
- The need to control vehicle/pedestrian conflicts
- Sight distance constraints
- An intersection of two (2) residential neighborhood collector streets

The specific CA MUTCD All-Way Stop Warrants have been tabulated and listed below:

**CA MUTCD All-Way Stop Warrants**

Warrant	Description	Results	
		C Street at 1 <sup>st</sup> Street	C Street at 3 <sup>rd</sup> Street
A	Traffic Signal Warranted	Does Not Satisfy	Does Not Satisfy
B	Collisions	Does Not Satisfy	Does Not Satisfy
C	Minimum Volumes	Does Not Satisfy	Does Not Satisfy
D	Combination Minimum Values	Does Not Satisfy	Does Not Satisfy
Optional Warrants	Other Criteria	Does Not Satisfy	Does Not Satisfy

**Warrant A**

Warrant A states that an all-way stop could be implemented as an interim measure when traffic signals are warranted. A traffic signal is not warranted at either intersection, and therefore, Warrant A is not satisfied.

**Warrant B**

To satisfy this warrant, there must be five (5) or more collisions that are correctable by an all-way stop. RK has obtained collision data from the California Highway Patrol for 2016, 2017, 2018, and 2019. According to the collision data, there have been a total of three (3) reported collisions from 2016 to 2019 within 250 feet of the intersection of C Street at 1<sup>st</sup> Street and a total of three (3) reported collisions from 2016 to 2019 within 250 feet of the intersection of C Street at 3<sup>rd</sup> Street. Therefore, Warrant B has not been met for either intersection. Collision data worksheets are included in RK's files.

**Warrant C**

Both intersections only meet one (1) of three (3) sub-criteria listed for minimum traffic volume requirements for this warrant. Therefore, Warrant C is not satisfied for either intersection.

**Warrant D**

Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80% of the minimum values, then Warrant D would be satisfied. Both study intersections only meet the 80% threshold for Criteria C.1, and did not meet the 80% threshold for

Criteria B, or C.2, and therefore, the intersection is unable to satisfy Warrant D for either intersection.

### **Optional Warrants E, F, G, H**

This category offers other criteria that an engineer may consider in justifying an all-way stop condition. None of the four (4) criteria was satisfied per RK Engineering Group's judgment for either intersection.

Sight distance at both study intersections of C Street at 1<sup>st</sup> Street and C Street at 3<sup>rd</sup> Street were analyzed as part of this review. As previously stated, C Street is classified as a local street by the City of Perris General Plan, and the posted speed limit is 25 miles per hour. Per the County of Riverside Standard Plan No. 114, local streets have a preferred design speed of 30 miles per hour. The County of Riverside's standard for intersection sight distance for public streets with a 30 mph design speed is 200 feet, as shown in Appendix F.

As part of the analysis, a sight line is developed and a "limited use area" is created which designates an area between the edge of pavement and the driver's line of sight. This area prohibits obstructions in order to maintain adequate sight distance at the intersection. The Riverside County standard states that the "limited use area (shall be) kept clear of all obstructions over 2.5 feet high, including vegetation. No trees, walls, or any obstructions shall be allowed in the limited use area."

Sight distance is restricted below the 200-foot requirement for some directions. Existing vegetation at both study intersections restrict sight distance for drivers approaching the intersection from the minor street approaches. The existing vegetation should be trimmed regularly to improve sight distance. In addition, the parking areas should be adjusted to prohibit vehicles from parking within the limited use area. The required sight distance for the study intersections are illustrated in Exhibits B-1 and B-2.

### **Speed Survey Review**

For this analysis, a radar speed survey was conducted at one (1) location along the roadway segment. The existing posted speed limit along C Street from 4<sup>th</sup> Street to San Jacinto Avenue is 25 miles per hour. The results of the speed survey indicate the 85<sup>th</sup> percentile speed to be 38 miles per hour, the average speed to be 32 miles per hour, and the pace speed to be 29 – 38 miles per hour. Since the roadway segment is classified as a local street, and there are residential homes along the roadway, the prima facie speed limit of 25 miles per hour is justified and should remain. Speed survey results are included in Appendix G.

## **Conclusions**

**The study intersections of C Street at 1<sup>st</sup> Street and C Street at 3<sup>rd</sup> Street do not meet the warrants for an all-way stop, based upon the CA MUTCD standards.**

The following items are recommended for both study intersections.

1. Continue to trim and maintain existing foliage to improve sight distance at the northeast and southeast corner of both intersections. Tree canopies should be trimmed so as to maintain a clearance of at least 8 feet above grade.
2. Monitor the need for an all-way stop in the future.
3. Prohibit vehicles from parking within the limited use area.
4. Monitor sight distance for obstructions due to existing vegetation and parked vehicles.
5. Refresh all existing pavement markers and striping along C Street from 4<sup>th</sup> Street to San Jacinto Avenue, and at both study intersections of C Street at 1<sup>st</sup> Street and C Street at 3<sup>rd</sup> Street.
6. Install six-inch (6") white edge lines (Detail 27B) along the western frontage of C Street from 4<sup>th</sup> Street to San Jacinto Avenue to create a parking area. The purpose of traffic calming striping is to reduce the travel lane width which can reduce speeds.
7. The City should consider a "stamped median" within the existing two-way left-turn lane along C Street, from 4<sup>th</sup> Street to San Jacinto Avenue. An example is shown in Appendix H.

It is recommended that the study intersections be monitored annually for an increase in traffic volumes and sufficient sight distance. With additional area growth and other development in the area, all-way stop warrants could be met in the future. Once the above recommendations have been implemented, the study area should be re-surveyed and the results should be discussed with RTA, RCTC, and City of Perris staff.

Recommendations are illustrated in Exhibit C.

RK Engineering Group, Inc. is pleased to provide this traffic review for C Street from 4<sup>th</sup> Street to San Jacinto Avenue, in the City of Perris. If you have any questions regarding this analysis or need further review, please do not hesitate to call us at (949) 474-0809.

Sincerely,  
RK ENGINEERING GROUP, INC.



Robert Kahn, P.E.  
Founding Principal



Jethro Jay Narciso, E.I.T.  
Engineer II



Attachments  
JN:sllrk15349.doc  
JN:0352-2019-07

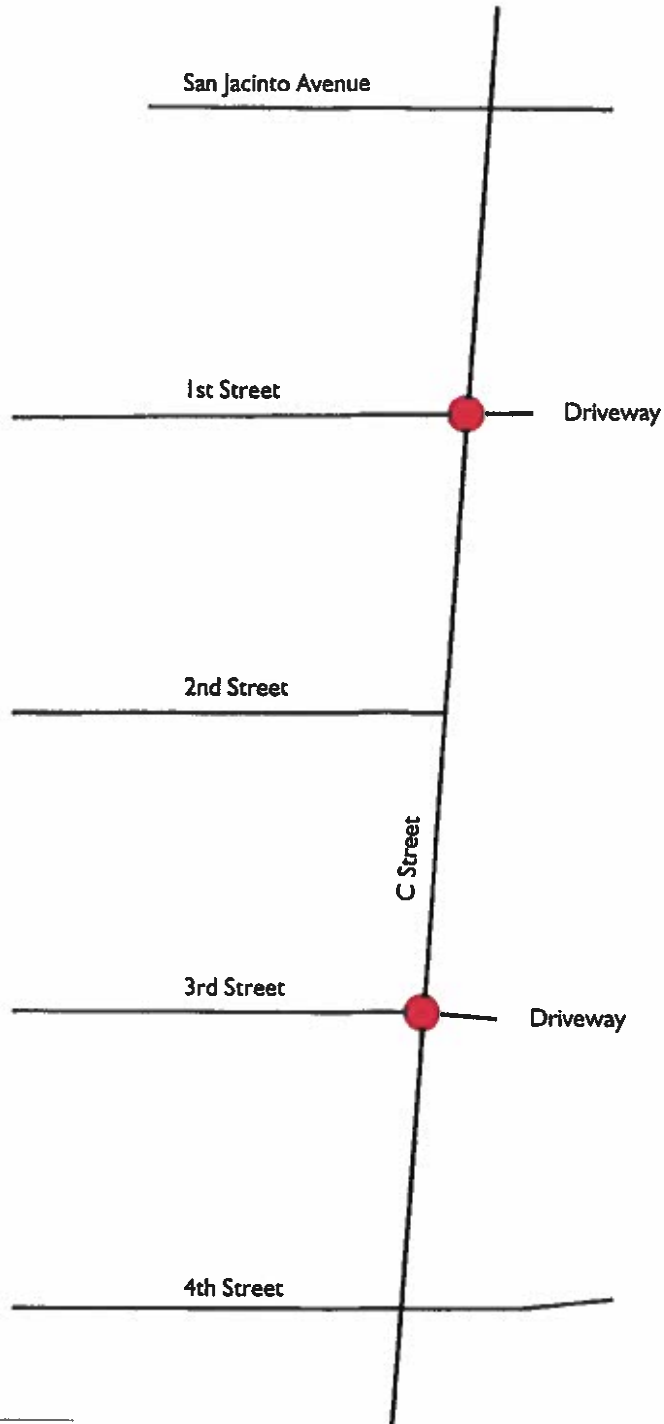


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## **Exhibits**

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Exhibit A  
**Location Map**

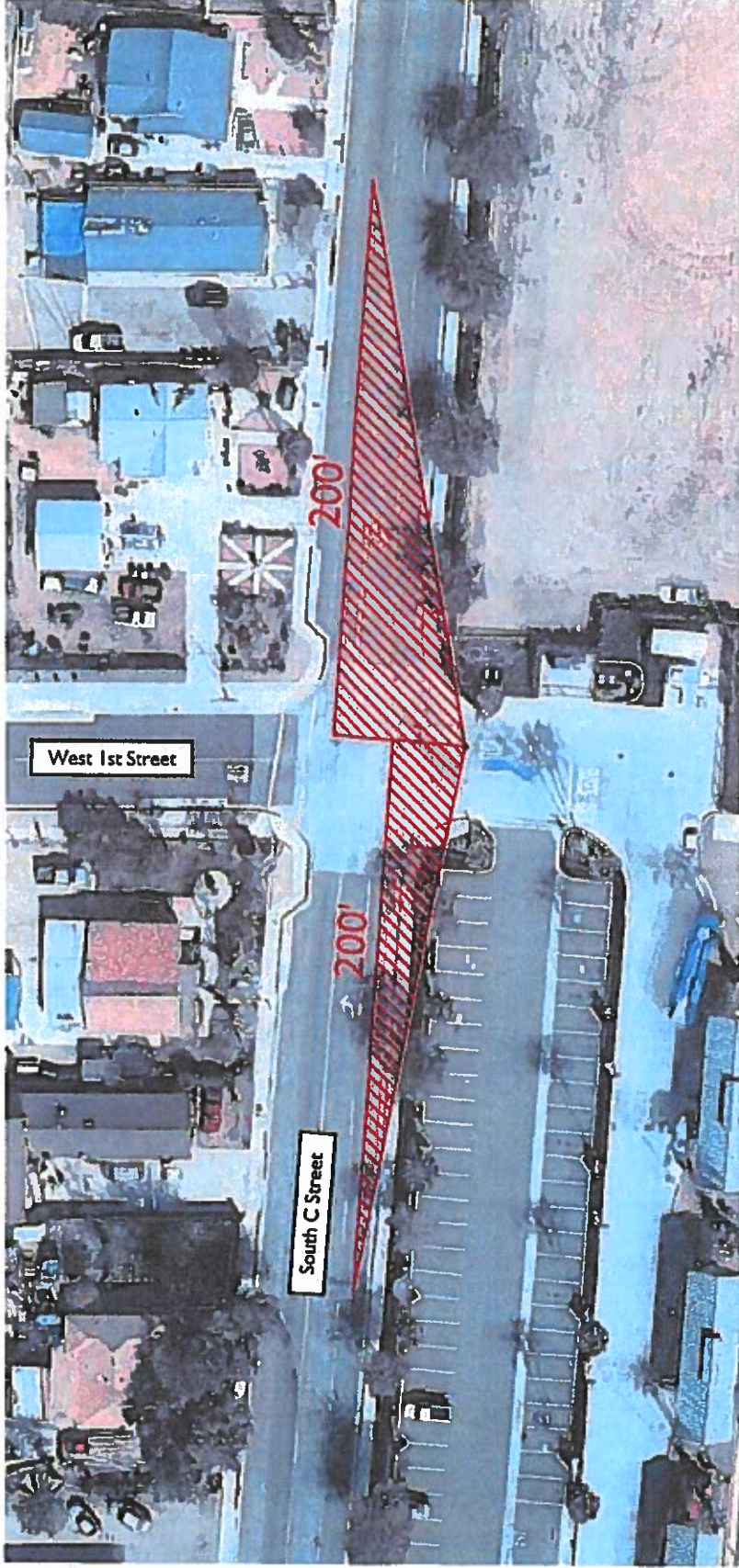


**Legend:**

● = Study Area Intersection



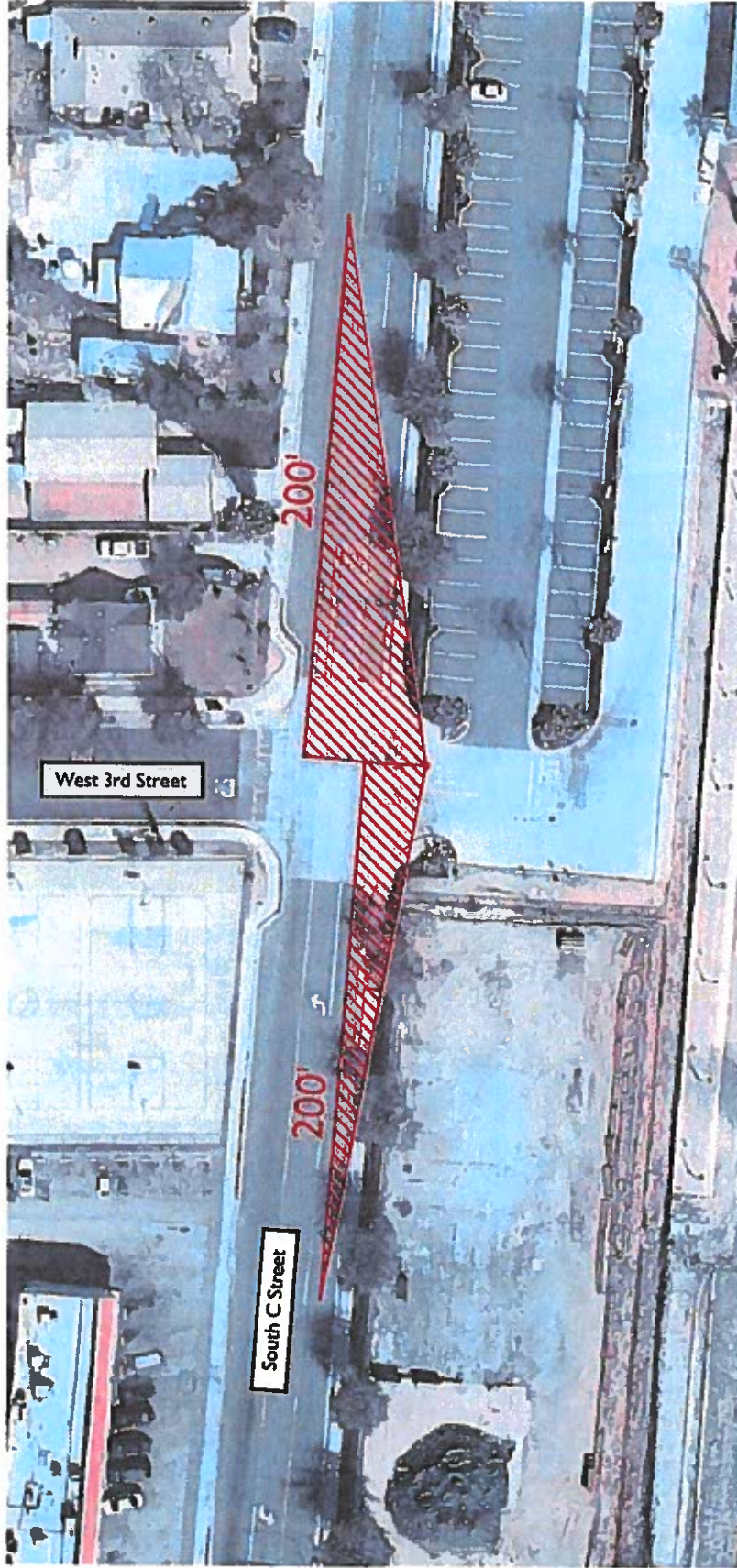
Exhibit B-1  
**Sight Distance Evaluation  
Project Driveway at West 1st Street**



Legend:  
= Limited Use Area

z

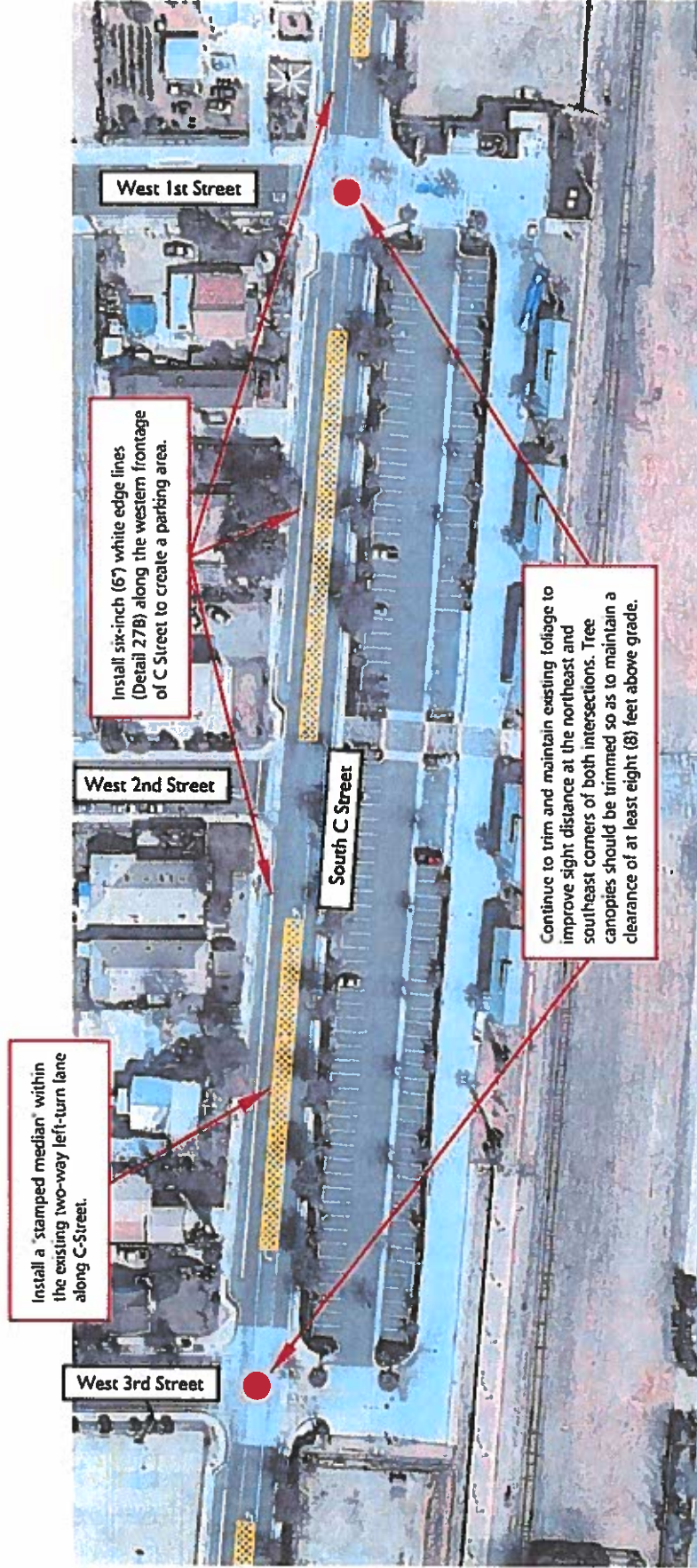
Exhibit B-2  
**Sight Distance Evaluation  
Project Driveway at West 3rd Street**



Legend:  
= Limited Use Area

2

# Exhibit C Recommendations



0352-2019-07

C STREET - 4TH STREET TO SAN JACINTO AVENUE TRAFFIC REVIEW, City of Perris, CA

