

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

AGENDA
JOINT MEETING OF THE CITY COUNCIL, SUCCESSOR
AGENCY TO THE REDEVELOPMENT AGENCY, PUBLIC
FINANCE AUTHORITY, PUBLIC UTILITY AUTHORITY,
HOUSING AUTHORITY, PERRIS JOINT POWERS
AUTHORITY AND PERRIS COMMUNITY ECONOMIC
DEVELOPMENT CORPORATION OF THE CITY OF PERRIS
Tuesday, April 10, 2018
6:30 P.M.
City Council Chambers
(corner of San Jacinto and Perris Boulevard)
101 North "D" Street
Perris, California

ROLL CALL:

Rabb, Rogers, Burke, Corona, Vargas

CLOSED SESSION: 6:00 P.M.

- A. Conference with Legal Counsel - Potential Litigation - Government
Code Section 54956.9 (d)(2) - 1 case

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

2. ROLL CALL:

Rabb, Rogers, Burke, Corona, Vargas

3. INVOCATION:

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

4. PLEDGE OF ALLEGIANCE:

Councilman Rabb will lead the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

6. PRESENTATIONS/ANNOUNCEMENTS:

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.

- A. Certificates presented to:
 - 1. R'Mani Anderson, Miss Perris Valley 2018
 - 2. Alaze Vega, Miss Teen Perris Valley 2018

7. APPROVAL OF MINUTES:

- A. Approve the Minutes of the Regular Joint Meeting held on March 27, 2018 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. Adopt the Second Reading of Ordinance Number (next in order) regarding Specific Plan Amendment 17-05242, a proposal to rezone four (4) parcels from Business Professional Office (BPO) to Light Industrial (LI) from the Perris Valley Commerce Center Specific Plan located at the southwest corner of Markham Avenue and Webster Avenue. (Applicant: Mike Naggar).

The Second 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, FINDING THE SPECIFIC PLAN AMENDMENT WOULD REQUIRE NO NEW ENVIRONMENTAL DOCUMENTATION PURSUANT TO SECTION 15162 OF THE CEQA GUIDELINES, AND APPROVED SPECIFIC PLAN AMENDMENT 17-05242 REZONE FOUR PARCELS TOTALING 16.22 ACRES FROM BUSINESS PROFESSIONAL OFFICE (BPO) TO LIGHT INDUSTRIAL (LI) FROM THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN LOCATED AT THE SOUTHWEST CORNER OF MARKHAM AVENUE AND WEBSTER AVENUE, AND MAKE FINDINGS IN SUPPORT THEREOF

- B. Approve a one year extension for a Contract Services Agreement with Bill and Dave's Landscape, Inc. and Adame Landscape for Landscape Benefit Zone Maintenance Services for Parks and south portion of the City.
- C. Adopt Resolution Number (next in order) approving a Purchase and Sale Agreement between the City of Perris and Frontier California, Inc., for the purchase of Assessors Parcel #313-093-020.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS AUTHORIZING THE PURCHASE OF PROPERTY IDENTIFIED AS ASSESSOR'S PARCEL NUMBER #313-093-020

- D. Approve an Agreement with LEEDAV CO.,(Safe Swim) Inc. for Lifeguard Services for the 2018 Perris Summer Aquatics program.

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 Resolution Number (next in order) regarding Major Modification (MM) 18-05004, Conditional Use Permit (CUP) 18-05005, and Letter of Public Convenience and Necessity (PCN), the Project is a Major Modification to the Perris Commons project (i.e., DPR 10-01-0008) to reconfigure the site layout and reduce the overall entitled square footage from 48,778 SF to 34,940 SF located at the southwest corner of Redlands Avenue and San Jacinto Road. The Conditional Use Permit is to permit the sale of beer and wine (type 20) in conjunction with a food mart/fueling station, an automated drive-through car wash, and a drive-through restaurant pad. (Applicant: Timothy Reeves, Lewis Retail Centers).

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, FINDING NO FURTHER CEQA ACTION IS REQUIRED PURSUANT TO SECTION 15162 OF THE CEQA GUIDELINES, AND APPROVE MAJOR MODIFICATION 18-05004 TO DEVELOPMENT PLAN REVIEW 10-01-0008, AND

CONDITIONAL USE PERMIT 18-05005, TO CONSTRUCT A 34,940 SQUARE FOOT RETAIL SHOPPING CENTER; ISSUE A LETTER OF PUBLIC CONVENIENCE AND NECESSITY FOR THE SALE OF ALCOHOLIC BEVERAGES (TYPE 20 BEER AND WINE) FOR OFF-SITE CONSUMPTION LOCATED AT THE SOUTHWEST CORNER OF REDLANDS AVENUE AND SAN JACINTO AVENUE, SUBJECT TO CONDITIONS OF APPROVAL AND THE FINDINGS NOTED HEREIN

Introduced by: Dr. Grace Williams, Director of Planning and Economic Development

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 allow Safe and Sane Fireworks presented by John Kelly, TNT Fireworks.

Introduced by: Clara Miramontes, Assistant City Manager

PUBLIC COMMENT:

- B. Receive, discuss and file a report providing a status update on the enforcement efforts relating to the City's Medical Marijuana Dispensary Regulatory program.

Introduced by: Eric Dunn, City Attorney

PUBLIC COMMENT:

- C. Invitation to the City of Perris Annual City-wide Health Fair.

Introduced by: Isabel Carlos, Director of Administrative Services

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 the Building Official (951) 443-1029. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

**CITY COUNCIL/
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY/
PERRIS PUBLIC FINANCE AUTHORITY/
PERRIS PUBLIC UTILITIES AUTHORITY/HOUSING
AUTHORITY/PERRIS JOINT POWERS AUTHORITY/PERRIS
COMMUNITY ECONOMIC DEVELOPMENT CORPORATION
AGENDA SUBMITTAL**

TO: The Honorable Mayor and Members of the City Council
FROM: Nancy Salazar, City Clerk *NS*
DATE: April 10, 2018
SUBJECT: *Approval of Minutes*

BACKGROUND: None.

FISCAL IMPACT: None.

- **RECOMMENDATION:** Motion to approve the Minutes of the Regular Joint Meeting held on March 27, 2018 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and Perris Joint Powers Authority

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

Attachments:

- Minutes of the Regular Joint Meeting held on March 27, 2018 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and Perris Joint Powers Authority

CITY OF PERRIS

MINUTES:

Date of Meeting: March 27, 2018

06:30 PM

Place of Meeting: City Council Chambers

CLOSED SESSION

Mayor Vargas called the Closed Session to order at 5:02 p.m.

ROLL CALL

Present: Corona, Rabb, Rogers, Burke, Vargas

Staff Present: City Manager Belmudez, City Attorney Dunn and City Clerk Salazar

A. Public Employee Performance Evaluation - Government Code Section 54957

1. City Attorney
2. City Manager

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

Mayor Vargas called the Regular City Council meeting to order at 6:36 p.m.

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

Present: Corona, Rabb, Rogers, Burke, Vargas

Staff Members Present: City Manager Belmudez, City Attorney Dunn, City Engineer Motlagh, Assistant City Manager Madkin, Assistant City Manager Miramontes, Director of Planning and Economic Development Williams, Director of Administrative Services Carlos, Director of Community Services and Housing Chavez, Director of Finance Erwin, Director of Public Works Hartwill, Public Information Officer Vargo and City Clerk Salazar.

3. INVOCATION: Pastor Benjamin Briggs Greater Light Community Church 3060 Barrett Avenue Perris, CA 92571
4. PLEDGE OF ALLEGIANCE:

Mayor Pro Tem Corona led the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

City Attorney Dunn reported that the City Council met in Closed Session to discuss the items listed on the agenda. He noted that direction was given to staff, but no reportable action was taken.

6. PRESENTATIONS/ANNOUNCEMENTS:A. Presentation of Proclamation for DMV/Donate Life California Month.

Mayor Pro Tem Corona left the City Council Chambers at 6:41 p.m. and returned at 6:43 p.m.

7. APPROVAL OF MINUTES:A. Approved the Minutes of the Regular Joint Meeting held on March 13, 2018 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: Malcolm Corona, David Starr Rabb, Rita Rogers,
Tonya Burke, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

8. CONSENT CALENDAR:

Councilmember Burke requested that Items 8.F., 8.H. and 8.I. be pulled for separate consideration and vote.

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

A. Approved Amendment #1 to the TUMF Agreement 16-CN-PER-1177 for I-215/Nuevo Interchange.

B. Approved the Traffic Report and implementation of recommendations for South A Street prepared by STC dated March 5, 2018.

C. Approved the Reimbursement Agreement with Eastern Municipal Water District for Ethanac Road Widening project.

D. Approved the Change of Speed Limit along Evans Road between Ramona Expressway to northern City Limits from 55 MPH to 45 MPH.

- E. Adopted Resolution Number 5245 authorizing the City Manager to ratify the Side Letter Agreement between the Municipal Employee Relations Representative of the City of Perris and Local 911 of the California Teamsters Public, Professional and Medical Employees Union.

Resolution Number 5245 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO RATIFY A SIDE LETTER AGREEMENT BETWEEN THE MUNICIPAL EMPLOYEE RELATIONS REPRESENTATIVE OF THE CITY OF PERRIS AND LOCAL 911 OF THE CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL AND MEDICAL EMPLOYEES UNION IMPLEMENTING THE RECLASSIFICATION OF CERTAIN EMPLOYEES

- F. **This item was pulled for separate action by Councilmember Burke.**

Adopted Resolution Number 5246 approving the Amendment of the City's Classification and Compensation Plan to establish Ten New City Classifications, Fixing Compensation for said Classifications and authorizing the Amendment of the City's Salary Range Placement Schedules which set forth the Classification and Compensation Allocations for all City Employees.

Resolution Number 5246 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING THE AMENDMENT OF THE CITY'S CLASSIFICATION AND COMPENSATION PLAN TO ESTABLISH TEN (10) NEW CITY CLASSIFICATIONS; FIXING COMPENSATION FOR SAID CLASSIFICATIONS; AUTHORIZING THE AMENDMENT OF THE CITY'S SALARY RANGE PLACEMENT SCHEDULES WHICH SET FORTH THE CLASSIFICATION AND COMPENSATION ALLOCATIONS FOR ALL CITY EMPLOYEES; AND APPROVING A BUDGET AMENDMENT FOR ADDITIONAL APPROPRIATIONS OF \$13,000 TO ESTABLISH TWO (2) OF THE TEN (10) NEW POSITIONS

The following Councilmember spoke:

Burke

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by Rita Rogers to Approve Resolution Number 5246 as presented.

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

NOES:

ABSENT:

ABSTAIN:

- G. Adopted Resolution Numbers 5247 and 5248 in support of Proposition 68 to fund parks, water, climate and environmental programs; and Proposition 69 to ensure funding from motor vehicle fees and taxes can only be utilized for transportation purposes.

Resolution Number 5247 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, IN SUPPORT OF PROPOSITION 68, THE CALIFORNIA DROUGHT WATER, PARKS, CLIMATE, COASTAL PROTECTION, AND OUTDOOR ACCESS FOR ALL ACT OF 2018

Resolution Number 5248 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, IN SUPPORT OF PROPOSITION 69, TO PREVENT NEW TRANSPORTATION FUNDS FROM BEING DIVERTED FOR NON-TRANSPORTATION PURPOSES

- H. **This item was pulled for separate action by Councilmember Burke.**
Approved the 2017 Annual Progress Report for the General Plan Housing Element.

**The following Councilmember spoke:
Burke**

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Tonya Burke to Approve the item as presented.

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

NOES:

ABSENT:

ABSTAIN:

- I. **This item was pulled for separate action by Councilmember Burke and was continued to a future meeting.**
Approve the Second Amended Lease Agreement with the Youth and Family Wellness Center of Perris (former Boys & Girls Club of Perris) for 227 North D Street.

**The following Councilmember's spoke:
Burke**

Rogers

Direction was given to continue this item to a future City Council meeting.

- J. Adopted Resolution Number 5249 approving the amendment to

reallocate and appropriate unexpended Community Development Block Grant (CDBG) funds from the FY 2016-2017 Action Plan to the FY 2017-2018 Action Plan to provide additional funding to eligible improvement projects in the amount of \$19,194.58.

Resolution Number 5249 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS APPROVING AN AMENDMENT TO THE FIVE YEAR CONSOLIDATED PLAN (2014-2019) AND FISCAL YEAR 2017-2018 ANNUAL ACTION PLAN BY REALLOCATING \$19,194.58 IN UNEXPENDED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM THE FISCAL YEAR 2016-2017 ANNUAL ACTION PLAN TO THE FISCAL YEAR 2017-2018 ANNUAL ACTION PLAN

- K. Approved Lease Agreement with the Perris Valley Chamber of Commerce for 227 North D Street.
- L. Adopted City of Perris Resolution Number 5250 authorizing the submittal of an application for a Federal Economic Development Administration Grant for the Perris Downtown Skills Training and Job Placement Center.

Resolution Number 5250 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR A FEDERAL ECONOMIC DEVELOPMENT ADMINISTRATION GRANT FOR THE PERRIS DOWNTOWN SKILLS TRAINING AND JOB PLACEMENT CENTER, AND TAKING ACTIONS RELATED THERETO

- M. Adopted Perris Community Economic Development Corporation Resolution Number EDC-004 authorizing the submittal of an application for a Federal Economic Development Administration Grant for the Perris Downtown Skills Training and Job Placement Center.

Resolution Number EDC-004 is entitled:

A RESOLUTION OF THE PERRIS COMMUNITY ECONOMIC DEVELOPMENT CORPORATION AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR A FEDERAL ECONOMIC DEVELOPMENT ADMINISTRATION GRANT FOR THE PERRIS DOWNTOWN SKILLS TRAINING AND JOB PLACEMENT CENTER, AND TAKING ACTIONS RELATED THERETO

- N. Approved the City of Perris Check Register for February 2018.

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by Rita Rogers to Approve the balance of the Consent Calendar with the exception of items 8.F., 8.H. and 8.I., as presented.

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

NOES:

ABSENT:

ABSTAIN:

9. PUBLIC HEARINGS:

- A. Introduced the First Reading of Ordinance Number 1363 regarding Specific Plan Amendment 17-05242, a proposal to rezone four (4) parcels from Business Professional Office (BPO) to Light Industrial (LI) from the Perris Valley Commerce Center Specific Plan located at the southwest corner of Markham Avenue and Webster Avenue. (Applicant: Mike Naggar).

The First Reading of Ordinance Number 1363 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FIND THE SPECIFIC PLAN AMENDMENT WOULD REQUIRE NO NEW ENVIRONMENTAL DOCUMENTATION PURSUANT TO SECTION 15162 OF THE CEQA GUIDELINES, AND APPROVED SPECIFIC PLAN AMENDMENT 17-05242 REZONE FOUR PARCELS TOTALING 16.22 ACRES FROM BUSINESS PROFESSIONAL OFFICE (BPO) TO LIGHT INDUSTRIAL (LI) FROM THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN LOCATED AT THE SOUTHWEST CORNER OF MARKHAM AVENUE AND WEBSTER AVENUE, AND MAKE FINDINGS IN SUPPORT THEREOF

This item was presented by Associate Planner Perez.

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.

Representative for the applicant, Mr. Mike Naggar, spoke.

The following Councilmember's spoke:

Burke

Vargas

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve the First Reading of Ordinance Number 1363 as presented.

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

NOES:

ABSENT:

ABSTAIN:

- B. Adopted Resolution Number 5251 approving the Draft FY 2018-

2019 Annual Action Plan Funding recommendations for the Community Development Block Grant (CDBG) Program.

Resolution Number 5251 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, APPROVING THE DRAFT FY 2018-2019 ACTION PLAN WITH PROPOSED FUNDING FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FEDERAL ENTITLEMENT PROGRAM

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

The Mayor opened the Public Hearing at 7:21 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 7:21 p.m.

The following Councilmember spoke:

Vargas

The Mayor called for a motion.

M/S/C: Moved by Tonya Burke, seconded by Malcolm Corona to Approve Resolution Number 5251 as presented.

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

NOES:

ABSENT:

ABSTAIN:

10. BUSINESS ITEMS:

- A. Adopted Resolution Number 5252 suspending the acceptance of New Medical Marijuana Dispensary Permit Applications pursuant to Chapter 5.54 of Title 5 of the Perris Municipal Code.

Resolution Number 5252 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SUSPENDING ACCEPTANCE OF NEW APPLICATIONS FOR MEDICAL MARIJUANA DISPENSARY PERMITS PURSUANT TO CALIFORNIA BUSINESS AND PROFESSIONS CODE § 26200 AND PERRIS MUNICIPAL CODE § 5.54.070 AND § 5.54.120

This item was presented by Planning Manager Phung.

The following Councilmember's spoke:

Corona

Burke

Vargas

Rabb

Rogers

Councilmember Rabb left the City Council Chambers at 7:22 p.m. and returned at 7:23 p.m.

**The Mayor called for Public Comment.
The following person spoke at Public Comment:
Shade Awad**

The Mayor called for a motion.

M/S/C: Moved by Tonya Burke, seconded by Rita Rogers to Approve Resolution Number 5252 as presented.

AYES: Rita Rogers, Tonya Burke, Michael Vargas

NOES: Malcolm Corona, David Starr Rabb

ABSENT:

ABSTAIN:

B. Approved the 2017-18 Mid-Year Budget Review and Capital Improvement Program Update.

Director of Finance Erwin and City Engineer Motlagh gave the presentation on this item.

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

The following Councilmember's spoke:

Rogers

Burke

Rabb

Corona

Vargas

Councilmember Rogers left the City Council Chambers at 8:20 p.m. and returned at 8:22 p.m.

Mayor Vargas left the City Council Chambers at 8:30 p.m. and returned at 8:32 p.m.

Councilmember Rabb left the City Council Chambers at 8:40 p.m. and returned at 8:42 p.m.

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by Rita Rogers to Approve the item as presented.

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

NOES:

ABSENT:

ABSTAIN:

11. **PUBLIC COMMENT/CITIZEN PARTICIPATION:**

There was no Public Comment.

12. **COUNCIL COMMUNICATIONS:**

The following Councilmember's spoke:

Burke

Rogers

Corona

Vargas

13. **CITY MANAGER'S REPORT:**

14. **ADJOURNMENT:**

There being no further business Mayor Vargas adjourned the Regular City Council meeting at 9:17 p.m.

Respectfully Submitted,

Nancy Salazar, City Clerk

**CITY COUNCIL
AGENDA SUBMITTAL**

Meeting Date: April 10, 2018


SUBJECT: **Specific Plan Amendment 17-05242** – Proposal to rezone four (4) parcels from Business Professional Office (BPO) to Light Industrial (LI) from the *Perris Valley Commerce Center Specific Plan* located at the Southwest corner of Markham Avenue and Webster Avenue. **Applicant:** Mike Naggar

REQUESTED ACTION: **Adopt Second Reading of Ordinance No. 1361** to approve Specific Plan Amendment 17-05242, based on the findings contained in the Ordinance and attached exhibits.



CONTACT: Dr. Grace Williams, Director of Planning and Economic Development 

On March 27, 2018, the City Council voted unanimously to introduce first reading of Ordinance No. 1361 (5-0) to approve Specific Plan Amendment 17-05242 to rezone four (4) parcels from Business Park Professional Office (BPO) to Light Industrial (LI) within the *Perris Valley Commerce Center Specific Plan* generally located at the southwest corner of Markham Avenue and Webster Avenue. Upon adoption, the Specific Plan Amendment will become enacted thirty days thereafter (May 10, 2018).

BUDGET (or FISCAL) IMPACT: The cost for staff preparation of this item, cost of construction and payment of impact fees are covered by the applicant.

Prepared by: Nathan Perez, Associate Planner
Reviewed by: Kenneth Phung, Planning Manager 

Consent: April 10, 2018

Assistant City Manager: Darren Madkin 
Assistant City Manager: Clara Miramontes
Director of Finance: Jennifer Erwin 

Attachments:

1. City Council Ordinance No. 1361
2. City Council Submittal dated March 27, 2018

ORDINANCE NUMBER 1361

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FINDING THE SPECIFIC PLAN AMENDMENT WOULD REQUIRE NO NEW ENVIRONMENTAL DOCUMENTATION PURSUANT TO SECTION 15162 OF THE CEQA GUIDELINES, AND APPROVED SPECIFIC PLAN AMENDMENT 17-05242 REZONE FOUR PARCELS TOTALING 16.22 ACRES FROM BUSINESS PROFESSIONAL OFFICE (BPO) TO LIGHT INDUSTRIAL (LI) FROM THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN LOCATED AT THE SOUTHWEST CORNER OF MARKHAM AVENUE AND WEBSTER AVENUE, AND MAKE FINDINGS IN SUPPORT THEREOF.

WHEREAS, the “Project” is a proposing to amend four (4) parcels totaling 16.22 acres (APN#314-170-004, -009, -010, -011) from Business Professional Office (BPO) to Light Industrial (LI) from the *Perris Commerce Center Specific Plan*; and

WHEREAS, the proposed project site is located in the March Air Reserve Base Compatibility Zone C1, and is subject to the Airport Land Use Commission (ALUC) review since all Specific Plan Amendment required ALUC review consistency determination; and

WHEREAS, on January 11, 2018, the Riverside County Airport Land Use Commission (ALUC) determined that project is consistent with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan; and

WHEREAS, on February 7, 2018, the Specific Plan Amendment (SPA) 17-05242 was continued to the February 21, 2018 Planning Commission meeting; and

WHEREAS, on February 21, 2018, the Planning Commission conducted a legally noticed public hearing for Specific Plan Amendment (SPA) 17-05242 and recommended approval; and

WHEREAS, on March 27, 2018, the City Council conducted a legally noticed public hearing for Specific Plan Amendment (SPA) 17-05242 and considered public testimony and materials in the staff reports and accompanying document and exhibits; and

WHEREAS, all legal prerequisites for the adoption of this resolution have occurred.

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

Section 1. The above recitals are all true and correct.

Section 2. The Planning Commission hereby determines Pursuant to Section 15162, when an EIR has been certified for a project, no subsequent EIR or negative declaration shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in light of the whole record, one or more of the following: (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (2) Substantial changes occur with respect to the circumstances under which the project was undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR as certified as complete show that: (A) the project will have one or more significant effects not discussed in the previous EIR; (B) significant effects previously examined will be substantially more severe than shown in the previous EIR; (C) mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, the project proponents decline to adopt the mitigation measure or alternative; or (D) mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative. The proposed change of land use designation on the Project site is occurring on parcels that were previously included within the Perris Valley Commerce Center Specific Plan Program EIR (SCH2009081086). The proposal does not include a development at this time that would introduce any substantial changes to the environment. Staff has determined that the proposal is consistent with provisions within the Specific Plan and would not require further CEQA analyses pursuant to Section 15162.

Section 3. Based on the information contained in the supporting exhibits for this Specific Plan Amendment, this City Council finds:

Specific Plan Amendment 17-05242

1. The following findings are recommended to the Planning Commission and City Council for project approval.

1. The Specific Plan is consistent with the General Plan Land Use Map and applicable General Plan objectives, policies, and programs.

The Specific Plan Amendment is consistent with, and will contribute to achieving, the goals and objectives established by the General Plan to: 1) restrict development in areas at risk of damage due to disasters as the site is within Compatibility Zone C1 of the Airport Land Use Compatibility Plan, and 2) to accommodate diversity in the local economy as a light industrial land use is more line with what is allowed in Compatibility Zone C1. The General Plan designation for the project site is *Perris Valley Commerce Center Specific Plan* (PVCC) with an underlying land use designation of Business Park Office (BPO). The

proposed zone change to Light Industrial implements Policy III.A. and V.A of the City of Perris General Plan (2030) as discussed below.

Policy III.A states, “The commerce and industry to provide jobs for residents at all economic levels to accommodate diversity in the local economy.” The proposed Light Industrial operation/landuses are appropriate within a common industrial zoned area which currently operates industrial based uses. However, the rezone allows for future industrial development of industrial base uses which would produce industrial based jobs within the vicinity of the area. Implementation measure III.A.1., states to rezone properties are required to be consistent with surrounding zoned properties to accomplish Policy III.A.

Policy V.A states, “Protection from natural and man-made disasters.” Due to the vicinity of March ARB runway and within compatibility zone C1, the specific plan amendment from Business Park Office to Light Industrial is appropriate since industrial land uses are less likely to have a concentrated assemblage of people in an event of a man-made disaster. Also, allowed uses within the BPO zone such as general retail, hotel/motel, personal services, and food and food service, in general yield a higher concentration of people per acre than industrial base uses such as warehousing and mini-storage.

2. The Specific Plan Amendment provides adequate text and diagrams to adequately address the following issues in detail:

The Specific Plan Amendment provides adequate text and diagrams to address the changes proposed and the items further detailed below:

- a. The distribution, location, and extent of the uses of land, including open space, within the area covered by the Plan.

The proposed Specific Plan Amendment is a logical extension of the existing Light Industrial zoning pattern to the south, north and west, which coincides with the land use prior to the adoption of the Perris Commerce Center Specific Plan. The proposed landuse is also consistent with the adjacent industrial developments under construction to the south (1.7 million sf. in two industrial buildings), north (1 million sf in two buildings) and west (860k sf. industrial development currently in process). In regards to open space, this is not applicable to industrial or business park development as there is no designated park land in the PVCC Specific. However, park fees have been adopted for industrial developments which will be collected when development occurs to pay for renovation and expansion of parks that may in directly contribute to population growth in the city and may necessitate additional park construction.

- b. The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the Plan and needed to support the land uses described in the Plan.

The Specific Plan contains an Infrastructure Plan for major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities. The Infrastructure Plan provides identifies necessary improvements for development. Since Light Industrial is a less intense use than Business Professional Office the infrastructure plan is designed to accommodate the proposed landuse change.

- c. Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.

The Specific Plan contains standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources. Development of the land under landuse change consideration will need to comply with these requirements.

- d. A program of implementation measures including regulation, programs, public works projects, and financing measures necessary to carry out the provisions contained in paragraphs a, b, and c above.

Development of the proposed landuse change will require implementation measures including regulation, programs, public works projects, and financing measures necessary to carry out the provisions contained in paragraphs a, b, and c above.

Section 4. The City Council therefore finds the Specific Plan Amendment does not trigger changes to the previously adopted Program EIR, therefore pursuant to Section 15162, no further CEQA action is required and approve Specific Plan Amendment 17-05242, based on the findings presented herein.

Section 5. The City Council declares that should any provision, section, paragraph, sentence, or word of this Resolution 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 Resolution shall remain in full force and effect.

Section 6. The Mayor shall sign and the Secretary shall certify to the passage and adoption of this Resolution.

ADOPTED, SIGNED, and APPROVED this 10th day of April.

Mayor, Michael M. Vargas

Attest:

City Clerk, Nancy Salazar

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

I, **Nancy Salazar**, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Ordinance Number 1361 was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held on March 10, 2018, by the following called vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

City Clerk, Nancy Salazar

Attachment: Specific Plan Amendment Exhibit
Sections of revised PVCC SP

**CITY COUNCIL
AGENDA SUBMITTAL**

March 27, 2018

SUBJECT: Specific Plan Amendment 17-05242 – Proposal to rezone four (4) parcels from Business Professional Office (BPO) to Light Industrial (LI) from the *Perris Valley Commerce Center Specific Plan* located at the Southwest corner of Markham Avenue and Webster Avenue. Applicant: Mike Naggar

REQUESTED ACTION: INTRODUCE First Reading of Ordinance No. (*next in order*) to find the Specific Plan Amendment would require no new environmental documentation pursuant to Section 15162 of the CEQA Guidelines, and approve Specific Plan Amendment 17-05242, based on the findings contained in the Ordinance and attached exhibits.

CONTACT: Dr. Grace Williams, Director of Planning and Economic Development 

On February 21, 2018, the Planning Commission recommended approval (6-0-1) of Specific Plan Amendment 17-05242 to the City Council to rezone four (4) parcels from Business Park Professional Office (BPO) to Light Industrial (LI) within the Perris Valley Commerce Center Specific Plan generally located at the southwest corner of Markham Avenue and Webster Avenue. The existing land uses for these four (4) parcels are summarized below:

<u>Address</u>	<u>APN</u>	<u>Landuse</u>	<u>Acreage</u>
4332 Webster Avenue	314-170-004	Tow Yard	10.1 acres
995 W. Markham Street	314-170-009	Contractor Yard	2.04 acres
945 W. Markham Street	314-170-010	Outdoor Storage Yard	2.04 acres
895 W. Markham Street	314-170-011	Contractor Yard	2.04 acres

The proposed land use change is in response to market changes within the region and immediate surrounding area, and to promote consistent land uses with neighboring Light Industrial properties within the Specific Plan boundaries. While project parcels are designated BPO, the current uses on the parcels are considered non-conforming and, as such, the modification of the property zones to Light Industrial (LI) would promote operations that support the overall intent of the Specific Plan for employment areas south of March Air Reserve Base and east of the I-215 freeway. Prior to the adoption of the *Perris Commerce Center Specific Plan* (January 10, 2012), the Project site was zoned as Light Industrial (LI). Also, the contiguous 2.04 acre parcel (APN#314-170-012) located at the southwest corner of Markham Avenue and Webster Avenue is zoned Light Industrial (LI). Overall, the land use change allows this quadrant of land area to be zoned Light Industrial.

The applicant has agreed to a condition of approval (COA# 7) to prohibit truck access on Webster Avenue for all new or expanded developments on the Project site as there are residential units to the east of the site across Webster Avenue. Existing permitted operations on the site will operate under the terms of existing entitlements. This condition will enforce the existing Perris Valley Commerce Center Specific Plan Circulation Element to direct trucks away and avoid residential communities to the east of the project site.

On January 11, 2018, the Riverside County Airport Land Use Commission (ALUC) determined that Specific Plan Amendment is consistent with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan. Per the Riverside County Airport Land Use Compatibility Plan (ALUCP), all General Plan Amendments, Specific Plan Amendments, and Ordinance Amendments require ALUC review.

Staff has determined that the proposal is consistent with provisions within the Specific Plan and would not require further CEQA analyses pursuant to Section 15162, as the amendment does not trigger changes to the previously adopted Program EIR. A public hearing notice was duly noticed and sent to agencies and property owners within

300 feet of the project site. As of the writing of this report, no comments in opposition have been received from agencies or neighboring property owners.

BUDGET (or FISCAL) IMPACT: The cost for staff preparation of this item, cost of construction and payment of impact fees are covered by the applicant.

Prepared by: Nathan Perez, Associate Planner 
Reviewed by: Kenneth Phung, Planning Manager

Public Hearing: March 27, 2018

Assistant City Manager: Darren Madkin
Assistant City Manager: Clara Miramontes 
Director of Finance: Jennifer Erwin

Attachments:

1. City Council Ordinance (next in order)
2. Planning Commission Staff Report and Resolution dated February 21, 2018

ORDINANCE NUMBER (next in order)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FIND THE SPECIFIC PLAN AMENDMENT WOULD REQUIRE NO NEW ENVIRONMENTAL DOCUMENTATION PURSUANT TO SECTION 15162 OF THE CEQA GUIDELINES, AND APPROVED SPECIFIC PLAN AMENDMENT 17-05242 REZONE FOUR PARCELS TOTALING 16.22 ACRES FROM BUSINESS PROFESSIONAL OFFICE (BPO) TO LIGHT INDUSTRIAL (LI) FROM THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN LOCATED AT THE SOUTHWEST CORNER OF MARKHAM AVENUE AND WEBSTER AVENUE, AND MAKE FINDINGS IN SUPPORT THEREOF.

WHEREAS, the "Project" is a proposing to amend four (4) parcels totaling 16.22 acres (APN#314-170-004, -009, -010, -011) from Business Professional Office (BPO) to Light Industrial (LI) from the *Perris Commerce Center Specific Plan*; and

WHEREAS, the proposed project site is located in the March Air Reserve Base Compatibility Zone C1, and is subject to the Airport Land Use Commission (ALUC) review since all Specific Plan Amendment required ALUC review consistency determination; and

WHEREAS, on January 11, 2018, the Riverside County Airport Land Use Commission (ALUC) determined that project is consistent with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan; and

WHEREAS, on February 7, 2018, the Specific Plan Amendment (SPA) 17-05242 was continued to the February 21, 2018 Planning Commission meeting; and

WHEREAS, on February 21, 2018, the Planning Commission conducted a legally noticed public hearing for Specific Plan Amendment (SPA) 17-05242 and recommended approval; and

WHEREAS, on March 27, 2018, the City Council conducted a legally noticed public hearing for Specific Plan Amendment (SPA) 17-05242 and considered public testimony and materials in the staff reports and accompanying document and exhibits; and

WHEREAS, all legal prerequisites for the adoption of this resolution have occurred.

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

Section 1. The above recitals are all true and correct.

Section 2. The Planning Commission hereby determines Pursuant to Section 15162, when an EIR has been certified for a project, no subsequent EIR or negative declaration

Attachment 1

shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in light of the whole record, one or more of the following: (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (2) Substantial changes occur with respect to the circumstances under which the project was undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR as certified as complete show that: (A) the project will have one or more significant effects not discussed in the previous EIR; (B) significant effects previously examined will be substantially more severe than shown in the previous EIR; (C) mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, the project proponents decline to adopt the mitigation measure or alternative; or (D) mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative. The proposed change of land use designation on the Project site is occurring on parcels that were previously included within the Perris Valley Commerce Center Specific Plan Program EIR (SCH2009081086). The proposal does not include a development at this time that would introduce any substantial changes to the environment. Staff has determined that the proposal is consistent with provisions within the Specific Plan and would not require further CEQA analyses pursuant to Section 15162.

Section 3. Based on the information contained in the supporting exhibits for this Specific Plan Amendment, this City Council finds:

Specific Plan Amendment 17-05242

1. The following findings are recommended to the Planning Commission and City Council for project approval.

1. The Specific Plan is consistent with the General Plan Land Use Map and applicable General Plan objectives, policies, and programs.

The Specific Plan Amendment is consistent with, and will contribute to achieving, the goals and objectives established by the General Plan to: 1) restrict development in areas at risk of damage due to disasters as the site is within Compatibility Zone C1 of the Airport Land Use Compatibility Plan, and 2) to accommodate diversity in the local economy as a light industrial land use is more line with what is allowed in Compatibility Zone C1. The General Plan designation for the project site is *Perris Valley Commerce Center Specific Plan (PVCC)* with an underlying land use designation of Business Park Office (BPO). The proposed zone change to Light Industrial implements Policy III.A. and V.A of the City of Perris General Plan (2030) as discussed below.

Policy III.A states, "The commerce and industry to provide jobs for residents at all economic levels to accommodate diversity in the local economy." The proposed Light Industrial operation/landuses are appropriate within a common industrial zoned area which currently operates industrial based uses. However, the rezone allows for future industrial development of industrial base uses which would produce industrial based jobs within the vicinity of the area. Implementation measure III.A.1., states to rezone properties are required to be consistent with surrounding zoned properties to accomplish Policy III.A.

Policy V.A states, "Protection from natural and man-made disasters." Due to the vicinity of March ARB runway and within compatibility zone C1, the specific plan amendment from Business Park Office to Light Industrial is appropriate since industrial land uses are less likely to have a concentrated assemblage of people in an event of a man-made disaster. Also, allowed uses within the BPO zone such as general retail, hotel/motel, personal services, and food and food service, in general yield a higher concentration of people per acre than industrial base uses such as warehousing and mini-storage.

2. The Specific Plan Amendment provides adequate text and diagrams to adequately address the following issues in detail:

The Specific Plan Amendment provides adequate text and diagrams to address the changes proposed and the items further detailed below:

- a. The distribution, location, and extent of the uses of land, including open space, within the area covered by the Plan.

The proposed Specific Plan Amendment is a logical extension of the existing Light Industrial zoning pattern to the south, north and west, which coincides with the land use prior to the adoption of the Perris Commerce Center Specific Plan. The proposed landuse is also consistent with the adjacent industrial developments under construction to the south (1.7 million sf. in two industrial buildings), north (1 million sf in two buildings) and west (860k sf. industrial development currently in process). In regards to open space, this is not applicable to industrial or business park development as there is no designated park land in the PVCC Specific. However, park fees have been adopted for industrial developments which will be collected when development occurs to pay for renovation and expansion of parks that may in directly contribute to population growth in the city and may necessitate additional park construction.

- b. The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the Plan and needed to support the land uses described in the Plan.

The Specific Plan contains an Infrastructure Plan for major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy,

and other essential facilities. The Infrastructure Plan provides identifies necessary improvements for development. Since Light Industrial is a less intense use than Business Professional Office the infrastructure plan is designed to accommodate the proposed landuse change.

- c. Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.

The Specific Plan contains standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources. Development of the land under landuse change consideration will need to comply with these requirements.

- d. A program of implementation measures including regulation, programs, public works projects, and financing measures necessary to carry out the provisions contained in paragraphs a, b, and c above.

Development of the proposed landuse change will require implementation measures including regulation, programs, public works projects, and financing measures necessary to carry out the provisions contained in paragraphs a, b, and c above.

Section 4. The City Council therefore finds the Specific Plan Amendment does not trigger changes to the previously adopted Program EIR, therefore pursuant to Section 15162, no further CEQA action is required and approve Specific Plan Amendment 17-05242, based on the findings presented herein.

Section 5. The City Council declares that should any provision, section, paragraph, sentence, or word of this Resolution 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 Resolution shall remain in full force and effect.

Section 6. The Mayor shall sign and the Secretary shall certify to the passage and adoption of this Resolution.

ADOPTED, SIGNED, and APPROVED this ____ day of _____.

Mayor, Michael M. Vargas

Attest:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Ordinance Number ____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held on _____, by the following called vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

City Clerk, Nancy Salazar

Attachment: Specific Plan Amendment Exhibit
Sections of revised PVCC SP

**PLANNING COMMISSION
AGENDA SUBMITTAL**

February 21, 2018

SUBJECT: Specific Plan Amendment 17-05242 – Proposal to rezone four (4) parcels from Business Professional Office (BPO) to Light Industrial (LI) from the *Perris Valley Commerce Center Specific Plan* located at the Southwest corner of Markham Avenue and Webster Avenue. Applicant: Mike Naggar

REQUESTED ACTION: Adopt Resolution No. 18-05 recommending that City Council find the Specific Plan Amendment would require no new environmental documentation pursuant to Section 15162 of the CEQA Guidelines, and approve Specific Plan Amendment 17-05242, based on the findings contained in the Resolution and attached exhibits.

CONTACT: Kenneth Phung, Planning Manager *KP*

The proposed Project is a proposal to rezone four (4) parcels from Business Professional Office (BPO) to Light Industrial (LI) within the *Perris Valley Commerce Center Specific Plan* generally located at the southwest corner of Markham Avenue and Webster Avenue. The proposed land use change is in response to market changes within the region and immediate surrounding area, and to promote consistent land uses with neighboring Light Industrial properties within the Specific Plan boundaries. While project parcels are designated BPO, the current surrounding uses on the parcels are considered non-conforming and, as such, the modification of the property zones to Light Industrial (LI) would promote operations that support the overall intent of the Specific Plan for employment areas south of March Air Reserve Base and east of the I-215 freeway. Prior to the adoption of the *Perris Commerce Center Specific Plan* (January 10, 2012), the Project site was zoned as Light Industrial (LI). It should also be noted that there is a contiguous 2.04 acre parcel (APN#314-170-012) located at the southwest corner of Markham Avenue and Webster Avenue that is zoned LI zoning. The land use change allows this quadrant of land area to be zoned Light Industrial.

The applicant has agreed to a condition of approval (COA# 7) to prohibit truck access on Webster Avenue for all new or expanded developments on the Project site as there are residential units to the east of the site across Webster Avenue. Existing permitted operations on the site will operate under the terms of existing entitlements. This condition will enforce the existing *Perris Valley Commerce Center Specific Plan Circulation Element* to direct trucks away and avoid residential communities to the east of the project site.

On January 11, 2018, the Riverside County Airport Land Use Commission (ALUC) determined that Specific Plan Amendment is consistent with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan. Per the Riverside County Airport Land Use Compatibility Plan (ALUCP), all General Plan Amendments, Specific Plan Amendments, and Ordinance Amendments require ALUC review.

Staff has determined that the proposal is consistent with provisions within the Specific Plan and would not require further CEQA analyses pursuant to Section 15162, as the amendment does not trigger changes to the previously adopted Program EIR. A public hearing notice was duly noticed and sent to agencies and property owners within 300 feet of the project site. As of the writing of this report, no comments in opposition have been received from agencies or neighboring property owners. Staff is recommending that the Planning Commission recommend to the City Council approval of this project.

BUDGET (or FISCAL) IMPACT: The cost for staff preparation of this item, cost of construction and payment of impact fees are covered by the applicant.

Prepared by: Nathan G. Perez, Associate Planner *NP*
Public Hearing: February 21, 2018

Attachment 2

CITY OF PERRIS
DEVELOPMENT SERVICES DEPARTMENT
PLANNING DIVISION

STAFF REPORT

Cases: Specific Plan Amendment 17-05242

Environmental Determination: No further CEQA action is required pursuant to Section 15162 where a Program EIR (SCH2009081086) has been adopted, and it was determined the project does not trigger substantial changes from the previously approved project.

Date: February 21, 2018 – Planning Commission

Project Planner: Nathan Perez, Associate Planner

Applicant: Mike Naggar
Mike Naggar and Associates Inc.
445 S. D St.
Perris, CA 92570

Owner: Timothy Campbell
4332 N. Webster Avenue
Perris, CA 92571

Location: 4332 N. Webster, 995 W. Markham, 945 W. Markham, 895 W. Markham

PROJECT DESCRIPTION: Specific Plan Amendment to change the land use designation of approximately 16.22 acres from Business Professional Office (BPO) to Light Industrial (LI) within the *Perris Valley Commerce Center Specific Plan*.

Acreage: Total of 16.22 acres
APN: 314-170-004 10.1 acres
APN: 314-170-009 2.04 acres
APN: 314-170-010 2.04 acres

APN: 314-170-011 2.04 acres

Related Cases:

N/A

ZONING AND LAND USE:

Existing Zoning:

Perris Valley Commerce Center Specific Plan
Business Professional Office (BPO) (16.22 acres)

Surrounding Zoning:

Perris Valley Commerce Center Specific Plan

North: LI – Light Industrial

South: LI – Light Industrial

East: R 20,000 Residential

West: LI – Light Industrial

Existing Land Uses:

APN: 314-170-004 (project site) Tow Yard

APN: 314-170-009 Contractor Yard

APN: 314-170-010 Outdoor Storage Yard

APN: 314-170-011 Contractor Yard

Surrounding Land Uses:

North: Vacant Land (currently entitled for two (2)
Industrial buildings totaling 1 Million SF.

South: Two (2) industrial buildings under
construction totaling 1.7M SF.

East: Existing Residential

West: Vacant Land (860K SF. industrial currently in
process)

PROJECT DESCRIPTION

The proposed Project is a proposal to rezone four (4) parcels from Business Professional Office (BPO) to Light Industrial (LI) within the *Perris Valley Commerce Center Specific Plan* generally located at the southwest corner of Markham Avenue and Webster Avenue. The four (4) parcels within this proposal are hereinafter referred to as "Project Site", and existing land uses are as follow:

Address	APN	Landuse	Acreage
4332 Webster Avenue	314-170-004	Tow Yard	10.1 acres
995 W. Markham Street	314-170-009	Contractor Yard	2.04 acres
945 W. Markham Street	314-170-010	Outdoor Storage Yard	2.04 acres
895 W. Markham Street	314-170-011	Contractor Yard	2.04 acres

The proposed land use change is in response to market changes within the region and immediate surrounding area, and to promote consistent land uses with neighboring Light Industrial properties within the Specific Plan boundaries. While project parcels are designated BPO, the aforementioned uses on the parcels are considered non-conforming and, as such, the modification of the property zones to Light Industrial (LI) would promote operations that support the overall intent of the Specific Plan for employment areas south of March Air Reserve Base and east of the I-215 freeway. Prior to the adoption of the *Perris Commerce Center Specific Plan* (January 10, 2012), the Project site was zoned as Light Industrial (LI). It should also be noted that there is a contiguous 2.04 acre parcel (APN#314-170-012) located at the southwest corner of Markham Avenue and Webster Avenue that is zoned LI zoning. The land use change allows this quadrant of land area to be zoned Light Industrial.

Of the four (4) parcels under the zone change consideration, only the parcel at 4332 N. Webster Avenue (APN#314-170-004) is under ownership of the applicant. The three (3) adjacent parcels located at 895 W. Markham Street, 945 W. Markham Street, and 995 W. Markham Street are under separate ownerships. On December 26, 2018, staff communicated with Mark Burger of 945 W. Markham Street as well as Jeffrey Carpenter of 895 W. Markham Avenue by teleconference call, and both owners concurred with the project. On December 26, 2018, staff attempted to contact Donald D. Robinson owner of 995 W. Markham Street telephonically but could not be reached. On December 26, 2017, a letter was mailed in attention to the owner at the address and no response has been received to date. The Project site is included with this zone change to provide zoning continuity with the Light Industrial land uses to the north, south and west to avoid "spot zoning." Spot zoning is defined as "The zoning of an isolated parcel in a manner which is inconsistent or incompatible with surrounding zoning or land uses." Overall, the zone change will be consistent with the Light Industrial land use designation and the PVCC Specific Plan.

Per the PVCC SP, any change to the Specific Plan boundaries, land use designations, land use allowances, development criteria, circulation plan, public facility plan, or other major component

will require a Specific Plan Amendment. The Planning Commission is authorized to review and recommend either approval or denial to the City Council. The City Council is the final authority to approve or disapprove any proposed Specific Plan Amendments.

ANALYSIS

Specific Plan and General Plan Consistency

As previously mentioned, the Project site is within Perris Valley Commerce Center (PVCC) Specific Plan which encompasses approximately 3,500 gross acres located east of the I-215 Freeway, north of Placentia Avenue, west of the Perris Valley Storm Drain and south of March Air Reserve Base/March Inland Port. The PVCC Specific Plan consists of three Planning Areas and the Project site is located within Planning Area 1 which promotes a mix of land uses that are identifiable as warehouses, distribution centers, and a variety of uses that include offices and commercial land uses. The Project site is located west of residential uses.

The PVCC sets specific goals, as well as contribute to achieving the goals established by the Perris General Plan. The intent of the PVCC is to provide high quality industrial, commercial, and office land uses to serve the existing and future residents and businesses of the City of Perris. To achieve this, the City has the following objectives for the project which include: allow residents of the community to live and work within the area; promote balance of land uses to maintain and enhance the City's fiscal viability; economic diversity; and promote orderly development to ensure infrastructure is provided with development. Any Specific Plan Amendments with the SP require consistency to the overall spirit and intent of the City of Perris General Plan (2030).

The City of Perris General Plan (2030) includes land use policies which relate to discretionary approvals such as Specific Plan Amendments. The proposed SPA relates with: 1) Policy V.A. of the City of Perris General Plan (2030) to "restrict development in areas at risk of damage due to man-made disasters" as the site is located within Compatibility Zone C1 (Primary approach/Departure Zone) of the March Airport Land Use Compatibility Plan (ALUCP) Plan which prohibits sensitive land uses such as: children's schools, daycare centers, libraries, hospitals and churches that would be allowed in the BPO zone, and limits average intensity to 100 people per acre average, and 2) Policy III.A of the General Plan to "accommodate diversity in the local economy."

Policy V.A. of the City of Perris General Plan (2030) states to "restrict development in areas at risk of damage due to disasters." The Project site is located within Compatibility Zone C1 of the March Airport Land Use Compatibility Plan (ALUCP) Plan which prohibits sensitive land uses and limits average intensity to 100 people per acre average. Allowed BPO uses range from offices, general retail, hotel/motel, personal services, food and personal services which generally

yield a higher concentration of people per acre than industrial base uses such as warehousing and mini-storage. The Project site currently accommodates uses that are industrial in nature and promote a density that is consistent with Zone CI of the ALUCP. Since the proposal involves a land use designation change only, the Project is consistent with this policy.

Policy III.A of the General Plan to "accommodate diversity in the local economy." Per Policy III.A, the existing Light Industrial operation/land uses coincide with the existing adjacent land uses and zoning to the north, west, and south. All existing land uses within the four (4) parcels currently operate industrial based uses. However, the rezone allows for future industrial development of industrial base uses which would produce a higher amount of industrial based jobs within the vicinity of the area. Implementation measure III.A.1., states to rezone properties are required to be consistent with surrounding zoned properties to accomplish Policy III.A. As mentioned earlier, the Project site is surrounded by LI (Light Industrial) zoned properties located to the north, south, and west which are set aside for future industrial development per the PVCC SP. The proposed designation change would promote consistency with overall land uses in the Project area, and preserve the mitigation measures adopted as part of the PVCC which would continue to accommodate policies that enhance diversity in the local economy.

Development Standards

The Perris Valley Commerce Specific Plan designates several industrial land use designations ranging from General Industrial to Business Park Office Business Park. Both the BPO and LI land use designations provide development standards which include: minimum lot size, lot width, max FAR (floor area ratio), lot coverage, max structure height, setbacks, and landscape coverage. The following is a breakdown between both zoning designations.

PVCC SP Zone Change Development Comparison		
Land Use Designations	Current BPO Zone	Proposed LI Zone
Minimum lot size	20,000 SF	15,000 SF
Lot Width	150'	175'
Max FAR (Floor Area Ratio)	.75	.75
Lot Coverage	50%	50%
Max Structure Height	50' feet	50' feet
Setbacks	20 feet (front), 0 feet (sides, and rear) with no residential	20 feet (front), 0 feet (sides, and rear) with no residential
Landscape Area	15%	15%

Based on the review with the development standards, both the BPO and LI zone have similar FAR, lot coverage, max structure height, setback, and landscape coverage standards. However, the BPO and LI have minimal differences in minimum lot size and lot width. If adopted, the Project site will be required to comply with pertinent development standards.

Parking

Per P.M.C. 19.69 (parking and loading standards), depending on the allowed uses of the BPO and LI zone, each land use designation allows certain land uses which requires different parking ratios. Currently, BPO zone has a greater parking requirement than industrial which allows high cube and is initially based on one (1) parking stall per 1,000 square feet (SF) for the first 20,000 SF of industrial building and one (1) parking stall for every 2,000 SF after the first 20,000 SF of building area. However, BPO zone uses are based on office oriented uses which requires one (1) space for every 300 SF. Overall, the change in land use zone does not directly impact parking ratios of the four (4) parcels.

Landscaping

As aforementioned earlier, both the BPO and LI land use designations have similar requirements with minimum 12% landscaping for BPO zone and 15% for the LI zone. Also, all land use designations are required to utilize similar landscape and irrigation standards per the Specific Plan and P.M.C. 19.70 (landscape and irrigation requirements). Both land use designations promote the values and benefits of landscape while recognizing the need to use water efficiently through landscape and irrigation design. Therefore, the specific plan amendment will not impact the landscape requirement for the four (4) parcels.

Land Uses

The Perris Valley Commerce Center Specific Plan is primarily designated for Light Industrial land use, but also contains Commercial, General Industrial, Business/Professional Office and Public land use designations. Also, two (2) areas with residential designations recognize existing communities. The PVCC SP is designed to promote compatibility of existing residential land uses and their neighboring industrial, commercial and office uses. The Specific Plan Amendment will be required to revise several land use maps/exhibits (Figure 2.0-1 and 4.0-16) from the Land Use section. Also, Table 2.0-1 will revise the acreage of BPO and LI as depicted on the table in the following page:

Proposed Land Use Designation Acreage Change		
Land Use Designations	PVCC Current Acreage	PVCC Proposed Acreage
Business Park/Professional Office (BPO)	291	275
Light Industrial (LI)	2023	2039

The Specific Plan Amendment will re-designate approximately 16.22 acres from Business Park Office (BPO) to Light Industrial (LI) of the PVCC Specific Plan. Light Industrial (LI) zone allows industrial base uses such as: mini-storage, warehouse/distribution centers, and outdoor storage yards subject to a Conditional Use Permit. The current land uses in the vicinity along the four (4) properties includes Light Industrial zoning with existing industrial base uses. The overall change of acreage of BPO to LI will conform to the intent of the Specific Plan to allow industrial based uses within close proximity of the March Air Reserve Base and provide contiguous zoning.

Fencing, Screening, Residential Buffer Standards

The project proposes no physical development at this time. However, the property at 4332 Webster Avenue was entitled under DPR 02-0085 which is conditioned to screen all outdoor storage (originally pallets and vehicles) from public view. The site has a 6-foot decorative block wall fence along Webster Avenue and around the perimeter of the site. Currently, 995, 945, and 895 W. Markham Avenue have existing chain-link fencing. However, as these properties are developed, all outdoor storage is required to be screened. The zone change will preserve all walls until future development is proposed.

The proposed zone change from BPO to LI will preserve and protect residential development by residential buffers at the time of development. The PVCC Residential Buffer Standards and Guidelines (Section 4.2.8 of the PVCC SP) requires a 50' setback for non-residential developments abutting existing residential property lines, reduced hours of operations when necessary due to proximity to residential uses and the projection of all lighting away from residential areas. Additionally, future development projects within the proposed PVCC SP are required to screen operations from view through landscape or wall screening, provide sound walls and depending upon proposed implementing development uses, prepare an Air Quality and/or Health Risk Assessment Study to determine project viability when located adjacent to residences. Overall, the PVCC Specific Plan residential buffer requirements include both the BPO zone and LI zone which are required to buffer future non-residential land uses from residential areas across Webster Avenue.

Access and Circulation

The *Perris Commerce Center Specific Plan* also includes a Circulation Element that sets the framework and policy concerning passenger vehicle and truck traffic within the area by designating truck routes. The *Perris Valley Commerce Center Specific Plan* area is primarily intended to accommodate commercial and industrial uses and as such, requires a greater need for established truck routes to serve existing and future businesses. The City has adopted specific truck routes throughout the *Perris Valley Commerce Center* area in an effort to separate passenger and truck traffic and move truck traffic efficiently through the project area while avoiding residential communities as much as possible. Currently, the subject parcels front along Markham Avenue and Webster Avenue which both are designated as Secondary Arterial routes per the Circulation Element of the Specific Plan. Secondary Arterial streets vary from curb-to-curb width of 64-feet to 70-feet which provides two lanes on each way. Markham Avenue and Webster Avenue are currently improved with two lanes.

The applicant has agreed to a condition of approval (COA# 7) to prohibit truck access on Webster Avenue for all new or expanded developments on the Project site as there are residential units to the east of the site across Webster Avenue. Existing permitted operations on the site will operate under the terms of existing entitlements. Any modification of the existing use will require additional review, and possible permits, by the City. This condition will enforce the existing *Perris Valley Commerce Center Specific Plan Circulation Element* to direct trucks away and avoid residential communities to the east of the project site. The condition will also restrict truck traffic to Harley Knox Blvd by redirecting truck traffic away from Ramona Expressway, starting from Markham Avenue, northbound on Webster Avenue, westbound on Harley Knox Blvd, to the I-215 freeway. However, future passenger vehicle traffic along the four (4) parcels will not have restricted access from Markham and Webster Avenue.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

Pursuant to Section 15162, when an EIR has been certified for a project, no subsequent EIR or negative declaration shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in light of the whole record, one or more of the following: (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (2) Substantial changes occur with respect to the circumstances under which the project was undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR as certified as complete show that: (A) the project will have one or more significant effects not discussed in the

previous EIR; (B) significant effects previously examined will be substantially more severe than shown in the previous EIR; (C) mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, the project proponents decline to adopt the mitigation measure or alternative; or (D) mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative. The proposed change of land use designation on the Project site is occurring on parcels that were previously included within the Perris Valley Commerce Center Specific Plan Program EIR (SCH2009081086). The proposal does not include a development at this time that would introduce any substantial changes to the environment. Staff has determined that the proposal is consistent with provisions within the Specific Plan and would not require further CEQA analyses pursuant to Section 15162.

Airport Land Use Commission

During Staff's review, it was determined that the project site is within compatibility C1 zone area which is subject to the Riverside County Airport Land Use Commission's review and approval as a Specific Plan Amendment is proposed. Therefore, the project was forwarded to the Airport Land Use Commission (ALUC) for review of consistency with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan. The ALUCP and AICUZ guidelines are to protect flight paths and minimize impacts to residents and employees within the subject area. On January 11, 2018, the Riverside County Airport Land Use Commission (ALUC) determined that Specific Plan Amendment is consistent with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan. Per the Riverside County Airport Land Use Compatibility Plan (ALUCP), all General Plan Amendments, Specific Plan Amendments, and Ordinance Amendments require ALUC review.

PUBLIC/AGENCY COMMENTS

A public hearing notice was duly noticed and sent to agencies and property owners within 300 feet of the project site. As of the writing of this report, no comments in opposition have been received concerning the requested Zone Change from agencies or neighboring property owners.

FINDINGS

The following findings are recommended to the Planning Commission and City Council for project approval.

1. The Specific Plan is consistent with the General Plan Land Use Map and applicable General Plan objectives, policies, and programs.

The Specific Plan Amendment is consistent with, and will contribute to achieving, the goals and objectives established by the General Plan to: 1) restrict development in areas at risk of damage due to disasters as the site is within Compatibility Zone C1 of the Airport Land Use Compatibility Plan, and 2) to accommodate diversity in the local economy as a light industrial land use is more in line with what is allowed in Compatibility Zone C1. The General Plan designation for the project site is *Perris Valley Commerce Center Specific Plan (PVCC)* with an underlying land use designation of Business Park Office (BPO). The proposed zone change to Light Industrial implements Policy III.A. and V.A of the City of Perris General Plan (2030) as discussed below.

Policy III.A states, "The commerce and industry to provide jobs for residents at all economic levels to accommodate diversity in the local economy." The proposed Light Industrial operation/landuses are appropriate within a common industrial zoned area which currently operates industrial based uses. However, the rezone allows for future industrial development of industrial base uses which would produce industrial based jobs within the vicinity of the area. Implementation measure III.A.1., states to rezone properties are required to be consistent with surrounding zoned properties to accomplish Policy III.A.

Policy V.A states, "Protection from natural and man-made disasters." Due to the vicinity of March ARB runway and within compatibility zone C1, the specific plan amendment from Business Park Office to Light Industrial is appropriate since industrial land uses are less likely to have a concentrated assemblage of people in an event of a man-made disaster. Also, allowed uses within the BPO zone such as general retail, hotel/motel, personal services, and food and food service, in general yield a higher concentration of people per acre than industrial base uses such as warehousing and mini-storage.

2. The Specific Plan Amendment provides adequate text and diagrams to adequately address the following issues in detail:

The Specific Plan Amendment provides adequate text and diagrams to address the changes proposed and the items further detailed below:

- a. The distribution, location, and extent of the uses of land, including open space, within the area covered by the Plan.

The proposed Specific Plan Amendment is a logical extension of the existing Light Industrial zoning pattern to the south, north and west, which coincides with the land use prior to the adoption of the Perris Commerce Center Specific Plan. The proposed landuse is also consistent with the adjacent industrial developments

under construction to the south (1.7 million sf. in two industrial buildings), north (1 million sf in two buildings) and west (860k sf. industrial development currently in process). In regards to open space, this is not applicable to industrial or business park development as there is no designated park land in the PVCC Specific. However, park fees have been adopted for industrial developments which will be collected when development occurs to pay for renovation and expansion of parks that may in directly contribute to population growth in the city and may necessitate additional park construction.

- b. **The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the Plan and needed to support the land uses described in the Plan.**

The Specific Plan contains an Infrastructure Plan for major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities. The Infrastructure Plan provides identifies necessary improvements for development. Since Light Industrial is a less intense use than Business Professional Office the infrastructure plan is designed to accommodate the proposed landuse change.

- c. **Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.**

The Specific Plan contains standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources. Development of the land under landuse change consideration will need to comply with these requirements.

- d. **A program of implementation measures including regulation, programs, public works projects, and financing measures necessary to carry out the provisions contained in paragraphs a, b, and c above.**

Development of the proposed landuse change will require implementation measures including regulation, programs, public works projects, and financing measures necessary to carry out the provisions contained in paragraphs a, b, and c above.

RECOMMENDATION

Adopt Resolution No. 18-05 recommending that City Council find the Specific Plan Amendment would require no new environmental documentation pursuant to Section 15162 of the CEQA Guidelines, and approve Specific Plan Amendment 17-05242, based on the findings contained in the Resolution and attached exhibits.

- Exhibits:**
- A. Draft Planning Conditions of Approval**
 - B. Proposed Specific Plan Amendment Exhibit**
 - C. Existing Specific Plan Amendment Exhibit**
 - D. Aerial exhibit**
 - E. ALUC letter dated January 11, 2018**
 - F. Planning Commission Resolution No. 18-05**
 - G. City Council Ordinance (next in order)**

**CITY OF PERRIS
DEVELOPMENT SERVICES DEPARTMENT
PLANNING DIVISION**

DRAFT CONDITIONS OF APPROVAL

Specific Plan Amendment 17-05242

FEB 21, 2018

PROJECT: Specific Plan Amendment 17-05242 – A proposed Specific Plan Amendment to rezone four (4) parcels from Business Professional Office (BPO) to General Industrial (GI) from the *Perris Valley Commerce Center Specific Plan* located at the Southwest corner of Markham Avenue and Webster Avenue. Applicant: Mike Naggar

General requirements:

1. **Development Standards.** The project shall conform to all requirements of the City of Perris Municipal Code Title 19, including all provisions of Light Industrial (LI) of the Perris Commerce Center Specific Plan.
2. **Property Maintenance.** The project shall comply with provisions of Perris Municipal Code 7.06 regarding Landscape Maintenance, and Chapter 7.42 regarding Property Maintenance.
3. **Indemnification.** The developer/applicant shall indemnify, protect, defend, and hold harmless, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees and agents, to attack, set aside, void, annul, or seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City, concerning Specific Plan Amendment 17-05242. The City shall promptly notify the developer/applicant of any claim, action, or proceeding for which indemnification is sought and shall further cooperate fully in the defense of the action.
4. **Fish and Game Fee.** Within three (3) days of City Council approval, the applicant shall submit a check to the City Planning Division, payable to "Riverside County Clerk-recorder," for a \$50.00 for payment of State Fish and Game fees and County documentary handling fee. In accordance with Section 711.4 of the State Fish and Game Code, no project shall be operative, vested, or final until the filing fees have been paid.
5. **Future Development of Parcels.** Any future expansion, development, or construction of 4332 N. Webster Avenue (APN#314-170-004) shall not occur without subsequent review and approval from the Planning Division.
6. **Updated Copy of Specific Plan.** The applicant at his/her cost will update the *Perris*

Exhibit A

Valley Commerce Specific Plan to include this Specific Plan Amendment.

7. **Webster Avenue Truck Access Restriction.** Any new or expansion of 4332 N. Webster (APN#314-170-004) shall prohibit semi-trailer truck (18-wheeler, big rig) access on Webster Avenue.

LEGEND

- SPECIFIC PLAN EXAMPLE BY AIRPORT SAFETY ZONE 2014
- CLEAR SIZE
- ACCIDENT POTENTIAL ZONE 1
- POTENTIAL HIGH AREA 1
- FUTURE POWER VALLEY
- STORM DRAIN
- NEW LAND USE
- RESIDENTIAL
- MULTI-FAMILY RESIDENTIAL
- COMMERCIAL
- BUSINESS PROFESSIONAL OFFICE
- LIGHT INDUSTRIAL
- GENERAL INDUSTRIAL
- PROFESSIONAL PUBLIC FACILITY



Exhibit B

Proposed Specific Plan Amendment zone change

ACKNOWLEDGEMENTS



Perris Valley Commerce Center Specific Plan Amendment No. 7 8

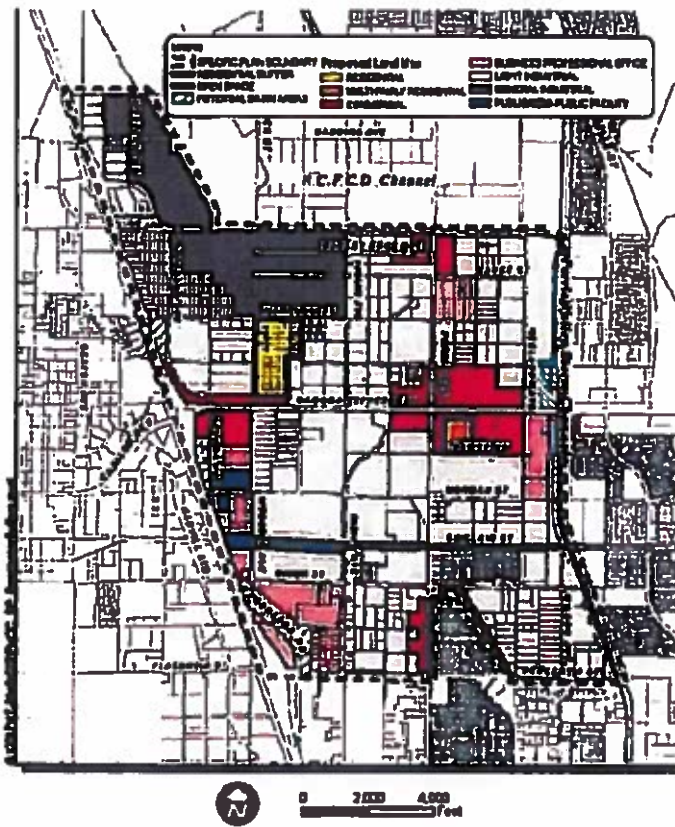
City of Perris

**Prepared by:
Albert A. Webb Associates
3788 McCray Street
Riverside CA 92506**

**Approved: January 10, 2012, Ordinance No. 1284
Amendment No. 1 Approved: September 25, 2012, Ordinance No. 1288
Amendment No. 2 Approved: November 27, 2012, Resolution No. 4538
Amendment No. 3 Approved: February 9, 2016, Ordinance No. 1324
Amendment No. 4 Approved: February 9, 2016, Ordinance No. 1323
Amendment No. 5 Approved: September 13, 2016, Ordinance No. 1331
Amendment No. 6 Approved: February 14, 2017, Ordinance No. 1323
Amendment No. 7 – SC1 Submitted March 2017
Amendment No. 8 – Webster SPA Feb 2018**



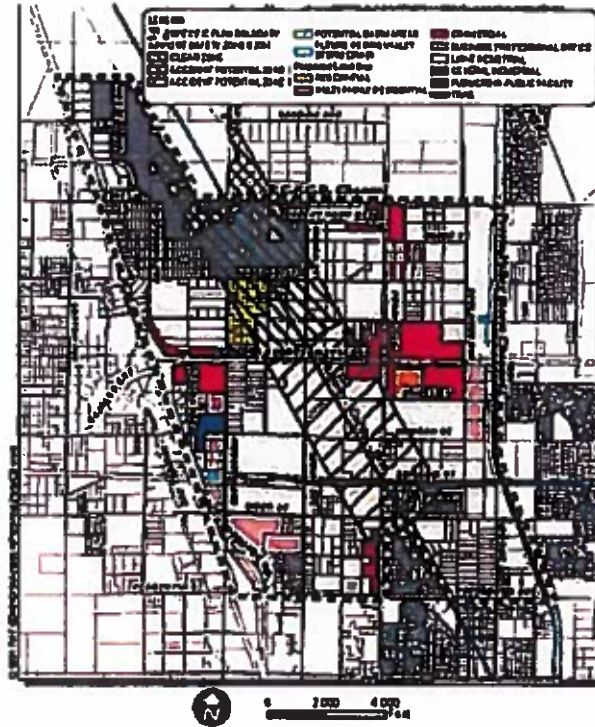
Figure 4.B-14 RESIDENTIAL BUFFER



PERRIS VALLEY COMMERCE CENTER LAND USE PLAN



Figure 2.2-1 SPECIFIC PLAN LAND USE DESIGNATION



PAGE 20 OF 21 LAND USE PLAN

SECTION 2.2-1

PERRIS VALLEY COMMERCE CENTER LAND USE PLAN



new residential development, schools or churches. It should be noted that there is some existing residential development in this area.

Accident Potential Zone II (APZ-II): This zone prohibits many uses that involve hazardous materials (such as gas stations), and those uses that have higher densities of people per acre. Non-residential development will be limited to those uses that have not more than 50 persons per acre at any time, including hotels and motels. This zone prohibits new residential development, schools or churches.

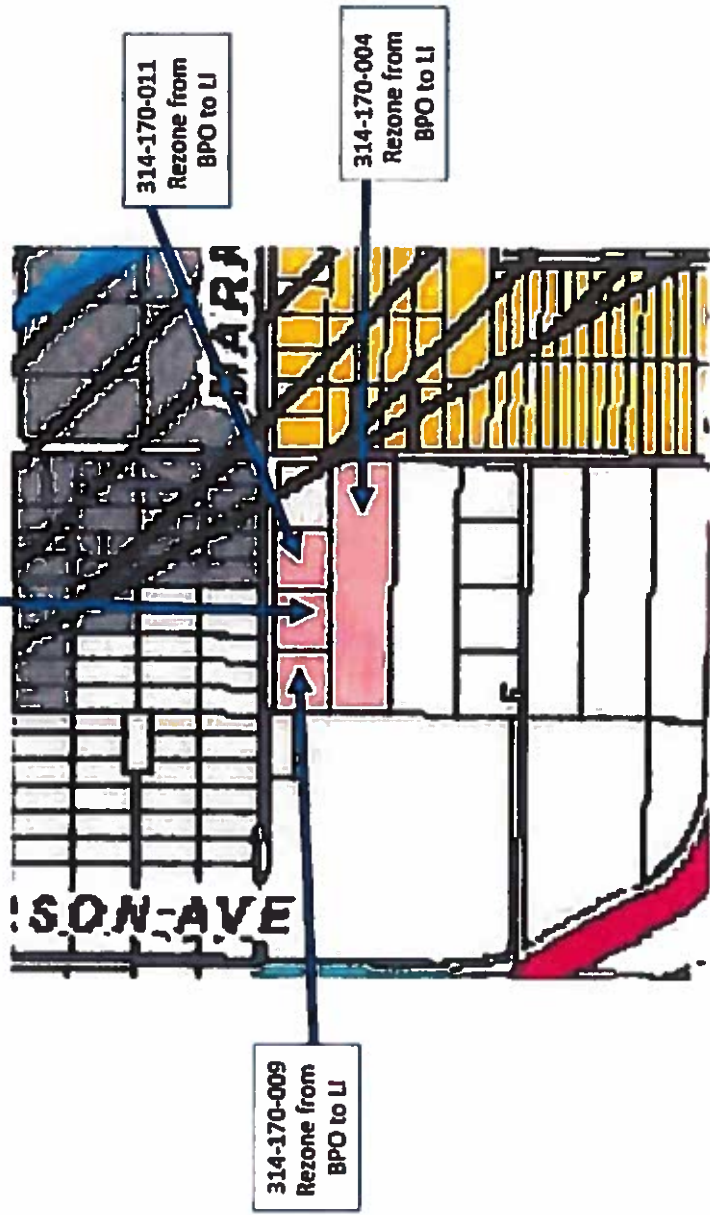
2.2 Summary of Perris Valley Commerce Center Land Use Comparison

Generally, the City of Perris General Plan Land Use designations correspond with the Perris Valley Commerce Center Specific Plan land use designations with the following exceptions. The Community Commercial (CC) and Neighborhood Commercial (NC) have been combined into one designation - Commercial (C). Business Park (BP) and Professional Office (PO) have been combined to form one designation - Business/Professional Office (BPO). Public/Semi-Public/Utilities (P) and Park, Recreational, and Natural Open Space (OS) have been combined to Public (P). Table 2.0-1 as shown below, provides a comparison of the land use between the City of Perris existing General Plan designations and the Perris Valley Commerce Center Specific Plan designations.

Table 2.0-1 LAND USE COMPARISON

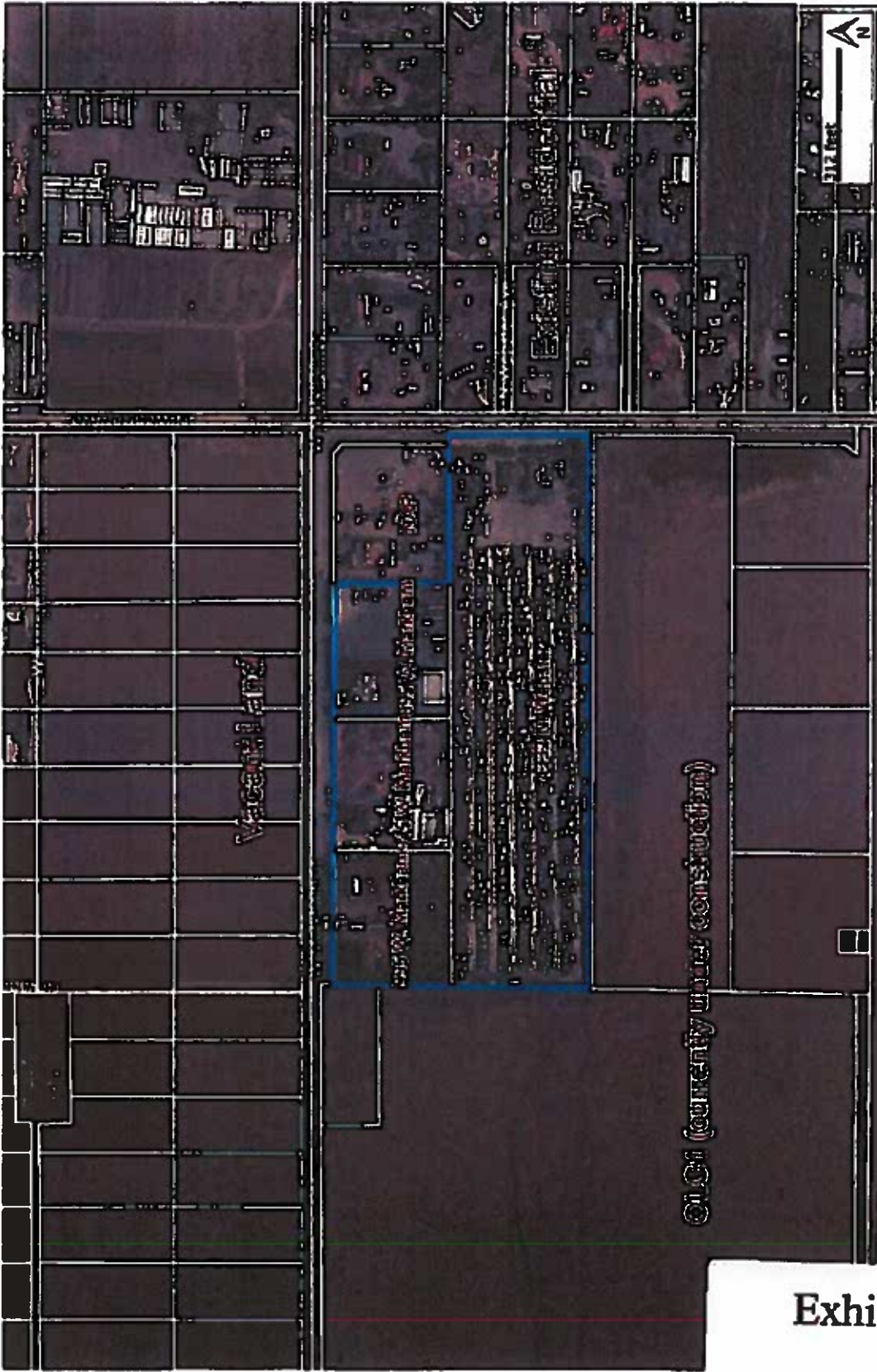
General Plan Land Use	Existing Acres	Proposed Acres
Business Park/Professional Office (BPO)		
Professional Office (PO)	317	275
Business Park (BP)		294
Commercial (C)		
Community Commercial (CC)	462	260
Neighborhood Commercial (NC)		
General Industrial (GI)	423	392
Light Industrial (LI)	1,620	2,039
Multi-Family Residential		
Residential (Multi-Family) (MFR-14)	0	22
Public (P)		
Public/Semi-Public/Utilities	120	194
Park, Recreational and Natural Open Space (OS)		
Residential (R)		
Residential (Single-Family) (R-6,000)	59	0
Residential (R)		
Residential (Single-Family)(R-20,000)	63	63
Specific Plan (SP)		
f3	190	0
	329	338
Total Acres	3,683	3,683

- LEGEND**
- EFFECTIVE PLAN BOUNDARY
 - POTENTIAL BASIN AREAS
 - COMMERCIAL
 - AIRPORT SAFETY ZONE B 2014
 - FUTURE PERRIS VALLEY
 - BUSINESS PROFESSIONAL OFFICE
 - CLEAR ZONE
 - STORM DRAIN
 - LIGHT INDUSTRIAL
 - ACCIDENT POTENTIAL ZONE 1
 - Proposed Land Use
 - ACCIDENT POTENTIAL ZONE 2
 - RESIDENTIAL
 - GENERAL INDUSTRIAL
 - PUBLIC USE-MULTIFAMILY
 - MULTI FAMILY RESIDENTIAL
 - TRAIL



Existing Specific Plan Amendment Zones

Exhibit C



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Exhibit D



**AIRPORT LAND USE COMMISSION
RIVERSIDE COUNTY**

January 11, 2018

CHAIR
Rod Ballance
Riverside

VICE CHAIRMAN
Steve Masera
Lala Elkhorn

Mr. Nathan Perez, Associate Planner
City of Perris Planning Department
135 N. "D" Street
Perris CA 92570

COMMISSIONERS

Arthur Butler
Riverside

John Lyon
Riverside

Glen Holmes
Hemet

Russell Betts
Desert Hot Springs

Steven Stewart
Palm Springs

STAFF

Director
Simon A. Housman

John Guerin
Paul Rull
Barbara Santos

County Administrative Center
4088 Lamon St., 14th Floor
Riverside, CA 92501
(951) 955-3132

RE: AIRPORT LAND USE COMMISSION (ALUC) DEVELOPMENT REVIEW
File No.: ZAP1295MA17
Related File Nos.: SPA 17-05242 (Specific Plan Amendment)
APNs: 314-170-004; 314-170-009 through -011

Dear Mr. Perez:

On January 11, 2018, the Riverside County Airport Land Use Commission (ALUC) found City of Perris Case No. SPA 17-05242 (Specific Plan Amendment), a proposal to amend the Perris Valley Commerce Center Specific Plan land use designation on 16.13 acres located westerly of Webster Avenue and southerly of Markham Street from Business Professional Office to Light Industrial, **CONSISTENT** with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan.

If you have any questions, please contact Paul Rull, ALUC Urban Regional Planner IV, at (951) 955-6893, or John Guerin, ALUC Principal Planner, at (951) 955-0982.

Sincerely,
RIVERSIDE COUNTY AIRPORT LAND USE COMMISSION

www.rcaluc.org


Simon A. Housman, ALUC Director

Attachment: Notice of Airport In Vicinity

cc: Timothy Campbell, Campbell Properties/Chino Transporting, Inc. (applicant)
Carissa Hainsworth, Mike Naggar & Associates (representative)
Gary Gosliga, Airport Manager, March Inland Port Airport Authority
Daniel Rockholt or Denise Hauser, March Air Reserve Base
Donald Dean Robinson (additional property owner)
Stephen and Laura Berger (additional property owners)
Jeffrey D. Carpenter (additional property owner)

Exhibit E

**COUNTY OF RIVERSIDE
AIRPORT LAND USE COMMISSION**

STAFF REPORT

AGENDA ITEM: 3.2

HEARING DATE: January 11, 2018

CASE NUMBER: ZAP1295MA17 – Timothy Campbell, Campbell Properties/Chino Transporting, Inc. (Representatives: Mike Naggar & Associates)

APPROVING JURISDICTION: City of Perris

JURISDICTION CASE NOS: SPA 17-05242 (Specific Plan Amendment)

MAJOR ISSUES: None immediately known. However, Air Force/MARB representatives have not provided comments to date.

RECOMMENDATION: Staff recommends that the Commission find the proposed Specific Plan Amendment CONSISTENT with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan.

PROJECT DESCRIPTION: The applicant proposes amending the Perris Valley Commerce Center Specific Plan land use designation on 16.13 acres from Business Professional Office to Light Industrial.

PROJECT LOCATION: The site is located westerly of Webster Avenue and southerly of Markham Street, within the City of Perris, approximately 4,200 feet southerly of the southerly end of Runway 14-32 at March Air Reserve Base.

LAND USE PLAN: 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan

- a. Airport Influence Area: March Air Reserve Base
- b. Land Use Policy: Zones C1 and B1-APZ-I
- c. Noise Levels: 60 – 70 range CNEL from aircraft

BACKGROUND:

Specific Plan Amendment: The applicant proposes to change the Specific Plan land use designation of the site from Business Professional Office to Light Industrial. Both land uses are generally consistent with Compatibility Zones B1-APZ-I and C1 provided that underlying intensities are consistent with the criteria and that the proposed uses are not prohibited. There is no new

development proposed at this time. The Light Industrial designation would generally support uses that are less intensive than the Business Professional Office designation, in terms of number of persons per acre.

Non-Residential Land Use Intensity: Pursuant to the Airport Land Use Compatibility Plan for the March Air Reserve Base/Inland Port Airport, the site is located within Compatibility Zones C1 and B1-APZ-I. Zone C1 limits average intensity to 100 people per acre and single-acre intensity to 250 people in any given acre. While the site includes a small area within Zone B1-APZ-I, this area is located at the northeasterly edge of the southerly parcel and is not likely to emerge as a building location. Zone B1-APZ-I limits average intensity to 25 persons per acre. The Light Industrial designation would be more appropriate than the existing designation in that area, because it is less likely to provide for a more concentrated assemblage of people during business hours.

March Air Reserve Base/United States Air Force Input: Given that the project site is located in Zones B1-APZ-I and C1 southerly of the runway at March Air Reserve Base, the March Air Reserve Base staff was notified of the project and sent a package of plans for their review. As of the time this staff report was prepared, we were still awaiting comments from the Air Force regarding this project.

Prohibited and Discouraged Uses: The applicant does not propose any uses prohibited or discouraged in Compatibility Zones B1-APZ-I or C1.

Noise: The March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan depicts the site as being in an area within the 60-70 CNEL range from aircraft noise. The project proposes no new development at this time, but future development of sensitive uses would likely require noise attenuation measures.

Part 77: The elevation of Runway 14-32 at its southerly terminus is 1,488 feet above mean sea level (1,488 feet AMSL). At a distance of approximately 4,200 feet from the runway to the closest parcel within the site, Federal Aviation Administration (FAA) review would be required for any structures with top of roof exceeding 1,530 feet AMSL. The site elevation is approximately 1,485 feet AMSL. While no new buildings are proposed through this application at this time, future building structures with a top point elevation of 1,530 feet AMSL or greater would require notification to the Federal Aviation Administration Obstruction Evaluation Services (FAA OES).

Open Area: None of the Compatibility Zones for the March Air Reserve Base/Inland Port ALUCP require open area specifically.

RESOLUTION NUMBER 18-05

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL THE SPECIFIC PLAN AMENDMENT WOULD REQUIRE NO NEW ENVIRONMENTAL DOCUMENTATION PURSUANT TO SECTION 15162 OF THE CEQA GUIDELINES, AND APPROVED SPECIFIC PLAN AMENDMENT 17-05242 REZONE FOUR PARCELS TOTALING 16.22 ACRES FROM BUSINESS PROFESSIONAL OFFICE (BPO) TO LIGHT INDUSTRIAL (LI) FROM THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN LOCATED AT THE SOUTHWEST CORNER OF MARKHAM AVENUE AND WEBSTER AVENUE, AND MAKE FINDINGS IN SUPPORT THEREOF.

WHEREAS, the "Project" is a proposing to amend four (4) parcels totaling 16.22 acres (APN#314-170-004, -009, -010, -011) from Business Professional Office (BPO) to Light Industrial (LI) from the *Perris Commerce Center Specific Plan*; and

WHEREAS, the proposed project site is located in the March Air Reserve Base Compatibility Zone C1, and is subject to the Airport Land Use Commission (ALUC) review since all Specific Plan Amendment required ALUC review consistency determination; and

WHEREAS, on January 11, 2018, the Riverside County Airport Land Use Commission (ALUC) determined that project is consistent with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan; and

WHEREAS, on February 7, 2018, the Specific Plan Amendment (SPA) 17-05242 was continued to the February 21, 2018 Planning Commission meeting; and

WHEREAS, on February 21, 2018, the Planning Commission conducted a legally noticed public hearing for Specific Plan Amendment (SPA) 17-05242 and considered public testimony and materials in the staff reports and accompanying document and exhibits; and

WHEREAS, all legal prerequisites for the adoption of this resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Perris as follows:

Section 1. The above recitals are all true and correct.

Section 2. The Planning Commission hereby determines Pursuant to Section 15162, when an EIR has been certified for a project, no subsequent EIR or negative declaration shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in light of the whole record, one or more of the following: (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR due to the

Exhibit F

involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (2) Substantial changes occur with respect to the circumstances under which the project was undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR as certified as complete show that: (A) the project will have one or more significant effects not discussed in the previous EIR; (B) significant effects previously examined will be substantially more severe than shown in the previous EIR; (C) mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, the project proponents decline to adopt the mitigation measure or alternative; or (D) mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative. The proposed change of land use designation on the Project site is occurring on parcels that were previously included within the Perris Valley Commerce Center Specific Plan Program EIR (SCH2009081086). The proposal does not include a development at this time that would introduce any substantial changes to the environment. Staff has determined that the proposal is consistent with provisions within the Specific Plan and would not require further CEQA analyses pursuant to Section 15162.

Section 3. Based on the information contained in the supporting exhibits for this Specific Plan Amendment, this Planning Commission finds:

Specific Plan Amendment 17-05242

The following findings are recommended to the Planning Commission and City Council for project approval.

1. The Specific Plan is consistent with the General Plan Land Use Map and applicable General Plan objectives, policies, and programs.

The Specific Plan Amendment is consistent with, and will contribute to achieving, the goals and objectives established by the General Plan to: 1) restrict development in areas at risk of damage due to disasters as the site is within Compatibility Zone C1 of the Airport Land Use Compatibility Plan, and 2) to accommodate diversity in the local economy as a light industrial land use is more in line with what is allowed in Compatibility Zone C1. The General Plan designation for the project site is *Perris Valley Commerce Center Specific Plan (PVCC)* with an underlying land use designation of Business Park Office (BPO). The proposed zone change to Light Industrial implements Policy III.A. and V.A of the City of Perris General Plan (2030) as discussed below.

Policy III.A states, "The commerce and industry to provide jobs for residents at all economic levels to accommodate diversity in the local economy." The proposed Light Industrial operation/landuses are appropriate within a common industrial zoned area which currently operates industrial based uses. However, the rezone allows for future industrial development of industrial base uses which would produce industrial based jobs

within the vicinity of the area. Implementation measure III.A.1., states to rezone properties are required to be consistent with surrounding zoned properties to accomplish Policy III.A.

Policy V.A states, "Protection from natural and man-made disasters." Due to the vicinity of March ARB runway and within compatibility zone C1, the specific plan amendment from Business Park Office to Light Industrial is appropriate since industrial land uses are less likely to have a concentrated assemblage of people in an event of a man-made disaster. Also, allowed uses within the BPO zone such as general retail, hotel/motel, personal services, and food and food service, in general yield a higher concentration of people per acre than industrial base uses such as warehousing and mini-storage.

2. The Specific Plan Amendment provides adequate text and diagrams to adequately address the following issues in detail:

The Specific Plan Amendment provides adequate text and diagrams to address the changes proposed and the items further detailed below:

- a. The distribution, location, and extent of the uses of land, including open space, within the area covered by the Plan.

The proposed Specific Plan Amendment is a logical extension of the existing Light Industrial zoning pattern to the south, north and west, which coincides with the land use prior to the adoption of the Perris Commerce Center Specific Plan. The proposed landuse is also consistent with the adjacent industrial developments under construction to the south (1.7 million sf. in two industrial buildings), north (1 million sf in two buildings) and west (860k sf. industrial development currently in process). In regards to open space, this is not applicable to industrial or business park development as there is no designated park land in the PVCC Specific. However, park fees have been adopted for industrial developments which will be collected when development occurs to pay for renovation and expansion of parks that may in directly contribute to population growth in the city and may necessitate additional park construction.

- b. The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the Plan and needed to support the land uses described in the Plan.

The Specific Plan contains an Infrastructure Plan for major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities. The Infrastructure Plan provides identifies necessary improvements for development. Since Light Industrial is a less intense use than Business Professional Office the infrastructure plan is designed to accommodate the proposed landuse change.

- c. **Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.**

The Specific Plan contains standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources. Development of the land under landuse change consideration will need to comply with these requirements.

- d. **A program of implementation measures including regulation, programs, public works projects, and financing measures necessary to carry out the provisions contained in paragraphs a, b, and c above.**

Development of the proposed landuse change will require implementation measures including regulation, programs, public works projects, and financing measures necessary to carry out the provisions contained in paragraphs a, b, and c above.

Section 4. The Planning Commission hereby recommends that the City Council find the Specific Plan Amendment does not trigger changes to the previously adopted Program EIR, therefore pursuant to Section 15162, no further CEQA action is required and approve Specific Plan Amendment 17-05242, based on the findings presented herein.

Section 5. The Planning Commission declares that should any provision, section, paragraph, sentence, or word of this Resolution 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 Resolution shall remain in full force and effect.

Section 6. The Chairperson shall sign and the Secretary shall certify to the passage and adoption of this Resolution.

ADOPTED, SIGNED, and APPROVED this 21st day of February 2018.

CHAIRPERSON, PLANNING COMMISSION

Attest:

Secretary, Planning Commission

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

I, Kenneth Phung, Designee Secretary of the Planning Commission of the City of Perris, do hereby certify that the foregoing Resolution Number 18-05 was duly adopted by the Planning Commission of the City of Perris at a regular meeting thereof held on the 21th day of February 2018, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Designee Secretary of the Planning Commission

**Attachment: Specific Plan Amendment Exhibit
Sections of revised PVCC SP**

ORDINANCE NUMBER (next in order)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FIND THE SPECIFIC PLAN AMENDMENT WOULD REQUIRE NO NEW ENVIRONMENTAL DOCUMENTATION PURSUANT TO SECTION 15162 OF THE CEQA GUIDELINES, AND APPROVED SPECIFIC PLAN AMENDMENT 17-05242 REZONE FOUR PARCELS TOTALING 16.22 ACRES FROM BUSINESS PROFESSIONAL OFFICE (BPO) TO LIGHT INDUSTRIAL (LI) FROM THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN LOCATED AT THE SOUTHWEST CORNER OF MARKHAM AVENUE AND WEBSTER AVENUE, AND MAKE FINDINGS IN SUPPORT THEREOF.

WHEREAS, the "Project" is a proposing to amend four (4) parcels totaling 16.22 acres (APN#314-170-004, -009, -010, -011) from Business Professional Office (BPO) to Light Industrial (LI) from the *Perris Commerce Center Specific Plan*; and

WHEREAS, the proposed project site is located in the March Air Reserve Base Compatibility Zone C1, and is subject to the Airport Land Use Commission (ALUC) review since all Specific Plan Amendment required ALUC review consistency determination; and

WHEREAS, on January 11, 2018, the Riverside County Airport Land Use Commission (ALUC) determined that project is consistent with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan; and

WHEREAS, on February 7, 2018, the Specific Plan Amendment (SPA) 17-05242 was continued to the February 21, 2018 Planning Commission meeting; and

WHEREAS, on February 21, 2018, the Planning Commission conducted a legally noticed public hearing for Specific Plan Amendment (SPA) 17-05242 and recommended approval; and

WHEREAS, on _____, the City Council conducted a legally noticed public hearing for Specific Plan Amendment (SPA) 17-05242 and considered public testimony and materials in the staff reports and accompanying document and exhibits; and

WHEREAS, all legal prerequisites for the adoption of this resolution have occurred.

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

Section 1. The above recitals are all true and correct.

Section 2. The Planning Commission hereby determines Pursuant to Section 15162, when an EIR has been certified for a project, no subsequent EIR or negative declaration

Exhibit G

shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in light of the whole record, one or more of the following: (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (2) Substantial changes occur with respect to the circumstances under which the project was undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR as certified as complete show that: (A) the project will have one or more significant effects not discussed in the previous EIR; (B) significant effects previously examined will be substantially more severe than shown in the previous EIR; (C) mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, the project proponents decline to adopt the mitigation measure or alternative; or (D) mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative. The proposed change of land use designation on the Project site is occurring on parcels that were previously included within the Perris Valley Commerce Center Specific Plan Program EIR (SCH2009081086). The proposal does not include a development at this time that would introduce any substantial changes to the environment. Staff has determined that the proposal is consistent with provisions within the Specific Plan and would not require further CEQA analyses pursuant to Section 15162.

Section 3. Based on the information contained in the supporting exhibits for this Specific Plan Amendment, this City Council finds:

Specific Plan Amendment 17-05242

1. The following findings are recommended to the Planning Commission and City Council for project approval.
1. The Specific Plan is consistent with the General Plan Land Use Map and applicable General Plan objectives, policies, and programs.

The Specific Plan Amendment is consistent with, and will contribute to achieving, the goals and objectives established by the General Plan to: 1) restrict development in areas at risk of damage due to disasters as the site is within Compatibility Zone CI of the Airport Land Use Compatibility Plan, and 2) to accommodate diversity in the local economy as a light industrial land use is more in line with what is allowed in Compatibility Zone CI. The General Plan designation for the project site is *Perris Valley Commerce Center Specific Plan (PVCC)* with an underlying land use designation of Business Park Office (BPO). The proposed zone change to Light Industrial implements Policy III.A. and V.A of the City of Perris General Plan (2030) as discussed below.

Policy III.A states, "The commerce and industry to provide jobs for residents at all economic levels to accommodate diversity in the local economy." The proposed Light Industrial operation/landuses are appropriate within a common industrial zoned area which currently operates industrial based uses. However, the rezone allows for future industrial development of industrial base uses which would produce industrial based jobs within the vicinity of the area. Implementation measure III.A.1., states to rezone properties are required to be consistent with surrounding zoned properties to accomplish Policy III.A.

Policy V.A states, "Protection from natural and man-made disasters." Due to the vicinity of March ARB runway and within compatibility zone CI, the specific plan amendment from Business Park Office to Light Industrial is appropriate since industrial land uses are less likely to have a concentrated assemblage of people in an event of a man-made disaster. Also, allowed uses within the BPO zone such as general retail, hotel/motel, personal services, and food and food service, in general yield a higher concentration of people per acre than industrial base uses such as warehousing and mini-storage.

2. The Specific Plan Amendment provides adequate text and diagrams to adequately address the following issues in detail:

The Specific Plan Amendment provides adequate text and diagrams to address the changes proposed and the items further detailed below:

- a. The distribution, location, and extent of the uses of land, including open space, within the area covered by the Plan.

The proposed Specific Plan Amendment is a logical extension of the existing Light Industrial zoning pattern to the south, north and west, which coincides with the land use prior to the adoption of the Perris Commerce Center Specific Plan. The proposed landuse is also consistent with the adjacent industrial developments under construction to the south (1.7 million sf. in two industrial buildings), north (1 million sf in two buildings) and west (860k sf. industrial development currently in process). In regards to open space, this is not applicable to industrial or business park development as there is no designated park land in the PVCC Specific. However, park fees have been adopted for industrial developments which will be collected when development occurs to pay for renovation and expansion of parks that may in directly contribute to population growth in the city and may necessitate additional park construction.

- b. The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the Plan and needed to support the land uses described in the Plan.

The Specific Plan contains an Infrastructure Plan for major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy,

and other essential facilities. The Infrastructure Plan provides identifies necessary improvements for development. Since Light Industrial is a less intense use than Business Professional Office the infrastructure plan is designed to accommodate the proposed landuse change.

- c. Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.

The Specific Plan contains standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources. Development of the land under landuse change consideration will need to comply with these requirements.

- d. A program of implementation measures including regulation, programs, public works projects, and financing measures necessary to carry out the provisions contained in paragraphs a, b, and c above.

Development of the proposed landuse change will require implementation measures including regulation, programs, public works projects, and financing measures necessary to carry out the provisions contained in paragraphs a, b, and c above.

Section 4. The City Council therefore finds the Specific Plan Amendment does not trigger changes to the previously adopted Program EIR, therefore pursuant to Section 15162, no further CEQA action is required and approve Specific Plan Amendment 17-05242, based on the findings presented herein.

Section 5. The City Council declares that should any provision, section, paragraph, sentence, or word of this Resolution 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 Resolution shall remain in full force and effect.

Section 6. The Mayor shall sign and the Secretary shall certify to the passage and adoption of this Resolution.

ADOPTED, SIGNED, and APPROVED this ____ day of _____.

Mayor, Michael M. Vargas

Attest:

City Clerk, Nancy Salazar

ORDINANCE NUMBER (next in order)

Page 5

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Ordinance Number ____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held on _____, by the following called vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

City Clerk, Nancy Salazar

Attachment: Specific Plan Amendment Exhibit
Sections of revised PVCC SP

CITY COUNCIL/REDEVELOPMENT AGENCY
AGENDA SUBMITTAL

Meeting Date: April 10, 2018

SUBJECT: Landscape Benefit Zone Maintenance Services
(Specification No. LMD 1-2016-17-02)

REQUESTED ACTION: Approve extending existing contract for Landscape Benefit Zone Maintenance Services for Parks and South Portion of the City for a one-year period, beginning April 17, 2018.

CONTACT: Daryl Hartwill, Director of Public Works

BACKGROUND/DISCUSSION: On February 28, 2017, City Council approved awards for landscape Benefit Zone Maintenance Services for Parks and South portion of the City to Bill and Dave's Landscape, Inc and Adame Landscape, Inc. The services provided by said companies has proved to be satisfactory and Staff is recommending extending the existing agreements for a one-year period, effective April 17, 2018. The total combined contract(s) value for said agreements is \$601,408.85, breakdown listed below.

Vendor Name	Contract Amount
Bill & Dave's Landscape, Inc.	\$393,648.71
Adame Landscape, Inc.	\$208,182.35
Grand Total	\$601,408.85

BUDGET (or FISCAL) IMPACT:

Adequate funding was allocated by the City Council in the approved 2017-18/2018-19 budget for Special Districts Flood Control and Landscape Benefit Zones, Special District Parks, General Fund Streets and Parks for a combined contract(s) valued at \$601,408.85. No additional funding is requested.

Reviewed by:

____ City Attorney
____ Assistant City Manager
 Director of Finance
____ Director of Public Works

Attachments: Change Orders
Consent:



CITY OF PERRIS

PUBLIC WORKS DEPARTMENT

Carlos Adame
Adame Landscape, Inc.
41863 Juniper St.
Murrieta, CA 92562

CHANGE ORDER

Order No. 4

Date: April 10, 2018

Contract Date: April 17, 2017

Project: LMD 1-2016-17-02 LANDSCAPE MAINTENANCE SERVICES

Contractor: Adame Landscape Inc.

This Change Order #4 changes the Agreement between the City of Perris and Adame Landscape, Inc. for the Landscape Maintenance Services Project, please read it carefully.

The following changes are hereby made to the Agreement:

Nature of Change: Extend original contract term for LMD 1-2016-17-02 is due to expire on April, 17, 2018. New expiration date will be April 17, 2019; total contract amount is \$208,182.35. Contractor shall be paid at the Contract per lump sum/unit price indicated, and shall include full compensation for all work and overhead and profit and no additional compensation will be allowed thereof.

If insurance has since expired prior to the beginning of the new term, updated insurance documents must be submitted, pursuant to original agreement.

Original Contract Price: \$200,932.82

Current Contract Price: \$208,182.35
[Adjusted by previous change order(s)]

New Contract Price Including This Change Order: \$208,182.35

(Two hundred and eight thousand one hundred and eighty two and 35/100 dollars)

APPROVAL REQUIRED:

To be effective, this change order must be approved by the City of Perris and Bill and Dave's Landscape Maintenance, Inc.:

ADAME LANDSCAPE, INC.:

Signature: _____
Typed Name: Carlos Adame
Title: Owner

Date: _____

CITY OF PERRIS:

Signature: _____
Typed Name: Daryl Hartwill
Title: Director of Public Works

Date: _____

End of Change Order #4
Nothing Follows



CITY OF PERRIS

PUBLIC WORKS DEPARTMENT

Dave Leidenfrost, Owner
Bill and Dave's Landscape Maintenance, Inc.
1153 Harley Knox Blvd
Perris, CA 92571

CHANGE ORDER

Order No. 2

Date: April 10, 2018

Contract Date: April 17, 2017

Project: LMD 1-2016-17-02 LANDSCAPE MAINTENANCE SERVICES

Contractor: Bill and Dave's Landscape Maintenance, Inc.

This Change Order #2 changes the Agreement between the City of Perris and Bill and Dave's Landscape Maintenance, Inc. for the Landscape Maintenance Services Project, please read it carefully.

The following changes are hereby made to the Agreement:

Nature of Change: Extend original contract term for LMD 1-2016-17-02 is due to expire on April, 17, 2018. New expiration date will be April 17, 2019; total contract amount is \$393,226.50. Contractor shall be paid at the Contract per lump sum/unit price indicated, and shall include full compensation for all work and overhead and profit and no additional compensation will be allowed thereof.

If insurance has since expired prior to the beginning of the new term, updated insurance documents must be submitted, pursuant to the original agreement.

Original Contract Price: \$393,648.71

Current Contract Price: \$393,226.50
[Adjusted by previous change order(s)]

New Contract Price Including This Change Order: \$393,226.50

(Three hundred ninety-three thousand two hundred and twenty-six and 50/100 dollars)

Change Order #2
April 10, 2018

APPROVAL REQUIRED:

To be effective, this change order must be approved by the City of Perris and Bill and Dave's Landscape Maintenance, Inc.:

BILL AND DAVE'S LANDSCAPE MAINTENANCE, INC.:

Signature: _____
Typed Name: Dave Leidenfrost Date: _____
Title: Owner

CITY OF PERRIS:

Signature: _____
Typed Name: Daryl Hartwill Date: _____
Title: Director of Public Works

End of Change Order #2
Nothing Follows

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: April 10, 2018

SUBJECT: Resolution authorizing approval of a Purchase and Sale Agreement between the City of Perris and Frontier California, Inc., for the purchase of Assessors Parcel #313-093-020

REQUESTED ACTION: City Council approval of a resolution authorizing the purchase of Assessors Parcel #313-093-020 for a total purchase price of \$145,000.

CONTACT: Darren Madkin, Assistant City Manager 

DISCUSSION

The City of Perris was notified of the intention of the property owner of Assessors Parcel #313-093-020, Frontier California, to sell such property. The parcel is currently developed with an underutilized and fenced parking lot. The Broker representing the owner of the 0.51 acre property at 120 East 3rd Street have agreed to the basic terms of sale and prepared a purchase and sale agreement for consideration by the City. The asking price of the parcel is \$150,000 or \$6.59 per square foot. Staff was able to negotiate the purchase of the property for \$145,000 not including closing costs and due diligence. There are no records available from the property owner to verify the previous uses of the site, so staff strongly recommends that the City Council authorize a Phase 1 environmental analysis of the property. If this acquisition is approved by the City Council, the parcel could be combined for future parking with the adjacent City owned parcel currently used as the Perris Theater parking lot. It is recommended that the City Council approve a resolution authorizing the purchase of Assessors Parcel #313-093-020, subject to a thorough Phase 1 environmental analysis of the site to determine if there are any conditions that are indicative of hazardous conditions. If the property is cleared, staff recommends that the City Council authorize the City Manager to execute all documents necessary to close the purchase of the site on behalf of the City of Perris. It is also recommended that the City Council allocate Developer Impact Fee funds into the Fiscal Year 2017-2018 budget in the amount of \$165,000 for the purchase of the property, completion of a Phase 1 environmental analysis, and related closing costs.

BUDGET (or FISCAL) IMPACT: This purchase was not anticipated and therefore not budgeted in the Fiscal Year 2017-2018 budget. Staff recommends that the City Council allocate \$165,000 from Developer Impact Fee (DIF) funds to the FY 2017-2018 budget for completion of this acquisition. There is sufficient DIF funding for this acquisition.

Reviewed by:

Finance Director 

Attachment: Resolution

Draft Purchase and Sale Agreement

Consent

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS
AUTHORIZING THE PURCHASE OF PROPERTY IDENTIFIED AS
ASSESSOR'S PARCEL NUMBER #313-093-020**

WHEREAS, The City of Perris was notified of the intention of the property owner of Assessors Parcel #313-093-020, Frontier California, to sell such property; and

WHEREAS, the 0.51 acre property at 120 East 3rd Street has been listed for sale for \$150,000, and the property owner and City have agreed to the basic terms of sale; and

WHEREAS, the City was able to negotiate the purchase of the property for \$145,000, it is recommended that the City Council allocate Developer Impact Fee funds into the Fiscal Year 2017-2018 budget in the amount of \$165,000 for the purchase of the property, completion of a Phase 1 environmental analysis, and related closing costs.

NOW, THEREFORE, the City Council of the City of Perris does hereby find, determine, and resolve as follows:

Section 1. The above recitals are all true and correct and are hereby adopted as findings.

Section 2. The City Council authorizes the purchase of property identified as assessor's parcel number 313-093-020 and allocates Developer Impact Fee funds into the Fiscal Year 2017-2018 budget in the amount of \$165,000 for the purchase of the property.

Section 3. The City Manager of the City is hereby authorized and directed to take such further actions and execute such additional documents as may be necessary to implement and effect this Resolution on behalf of the City.

Section 4. This Resolution shall go into effect immediately upon its adoption.

Section 5. The City Clerk shall certify to the passage and adoption hereof.

ADOPTED, SIGNED, and APPROVED this 10th day of April, 2018.

Mayor, Michael Vargas

ATTEST:

City Clerk, Nancy Salazar

**AGREEMENT OF PURCHASE AND SALE
AND ESCROW INSTRUCTIONS**

This Agreement of Purchase and Sale and Escrow Instructions (the "Agreement") is made as of March _____, 2018 by and between Frontier California Inc., a California corporation ("Seller"), and the City of Perris, a municipal corporation ("Buyer").

Recitals

A. Seller is the owner of the "Property" (as defined in Paragraph 1.1 below) which includes approximately 0.51 acres of vacant land, commonly referred to as 120 East 3rd Street, Perris, California.

B. Seller desires to sell the Property to Buyer and Buyer desires to purchase the Property from Seller on the terms and conditions contained in this Agreement.

C. Seller is retaining ownership of the real property located immediately adjacent to the Property, identified as APN _____ (the "Frontier Parcel"). The Frontier Parcel is improved with a communications facility and Seller intends to continue its operations on the Frontier Parcel.

THE PARTIES AGREE AS FOLLOWS:

1. **Sale of Property; Purchase Price.**

1.1 **Sale of Property.** Seller shall sell to Buyer and Buyer shall purchase from Seller, at the price and upon the terms and conditions set forth in this Agreement: (i) that certain real property containing approximately 0.51 acres of land located at 120 East 3rd Street, Perris, California and more particularly described in Exhibit "1.1" (the "Land"); (ii) any improvements situated on the Land (the "Improvements"); and (iii) all appurtenances to the Land owned by Seller, including all development rights, air rights, mineral rights, water, water rights and water stock relating to the Land, excluding, however, any recorded easements or other rights of record running in favor of Seller or its affiliates in connection with its operations as a provider of telecommunications services (the "Appurtenant Rights"). The Land, the Improvements, and the Appurtenant Rights are collectively referred to herein as the "Real Property." The Real Property, and the Personal Property, if any, as described in Paragraph 1.2 below are collectively referred to herein as the "Property."

1.2 **Sale of Personal Property.** Buyer acknowledges that no personal property ("Personal Property") is being conveyed to Buyer pursuant to this Agreement.

1.3 **Purchase Price.** Buyer shall pay to Seller as the total purchase price for the Property (the "Purchase Price") the sum of \$145,000.00 payable as follows:

1.3.1 Deposit. Buyer shall deliver the sum of \$10,000.00 (the "Deposit") to "Escrow Holder" (as defined in Paragraph 2.1 below) in immediately available funds concurrently with the delivery of the Agreement. Buyer acknowledges and agrees that notwithstanding the initial execution of the Agreement, no agreement shall exist between Seller and Buyer until the Deposit is delivered to Escrow Holder, and Seller shall have no obligations to Buyer with respect to the Property until the Deposit is delivered. No deposit of funds in a sub-escrow account shall constitute the delivery of the Deposit as required herein.

1.3.2 Balance. The sum of \$135,000.00 (the "Balance"), constituting the balance of the Purchase Price, shall be deposited by Buyer in immediately available funds into Escrow no later than two (2) business days before the "Closing Date" (as defined in Paragraph 2.2 below).

1.4 Additional Consideration. Contemporaneously with the execution of this Agreement, Buyer hereby delivers to Seller, and Seller acknowledges receipt of, One Hundred and No/100 Dollars (\$100.00) (the "Independent Consideration"), as the consideration for Seller's execution and delivery of this Agreement. The Independent Consideration is in addition to and independent of any other consideration or payment provided for in this Agreement, is nonrefundable, and shall be retained by Seller notwithstanding any other provision of this Agreement.

2. Escrow; Closing Conditions.

2.1 Escrow. No later than five (5) business days after the execution of this Agreement by Buyer and Seller, Buyer and Seller shall open an escrow (the "Escrow") with First American Title (the "Escrow Holder") in an office and with an escrow holder to be selected by Seller and shall deliver a fully executed copy of this Agreement to Escrow Holder. The deposit with Escrow Holder of (1) a fully executed original of this Agreement and (2) the Deposit by Buyer shall constitute the opening of Escrow (the "Opening of Escrow") and authorization to Escrow Holder to act in accordance with the terms of this Agreement. Escrow Holder's standard provisions are attached hereto as Exhibit "2.1" and shall become a part hereof; provided, however that if there is any conflict or inconsistency between such standard provisions and this Agreement, then this Agreement shall control.

2.2 Closing Date. The Escrow shall close on April 30, 2018 (the "Closing Date"); provided, however, that Seller shall have the right to extend the Closing Date for up to sixty (60) days on notice to Buyer and Escrow Holder to be given at least seven (7) days before the originally scheduled Closing Date. Notwithstanding the foregoing, the "Closing" (as defined in Paragraph 2.7 below) or Close of Escrow shall not occur unless the conditions to the Close of Escrow set forth in this Agreement have been satisfied or waived, including, without limitation, (i) the conditions set forth in Paragraphs 2.9 and 2.10 below, (ii) the condition that all items described in Paragraphs 2.5 and 2.6 below shall have been deposited with Escrow Holder, and (iii) the condition that the "Title Company" (as defined in Paragraph 2.3 below) has unconditionally committed to issue the "Title Policy" (as defined in Paragraph 2.3 below). If any of such conditions have not been satisfied or waived on or before the Closing Date, this Agreement and the Escrow shall terminate; provided, however that such termination shall not affect any claims that either party may have against the other for any breach

of this Agreement. If neither party is in default hereunder, upon any termination of this Agreement, the provisions of Paragraph 2.11 shall apply.

2.3 Title and Title Insurance. Seller shall convey title to the Real Property to Buyer by a grant deed in the form of Exhibit "2.3" attached hereto (the "Grant Deed"). At the "Close of Escrow," First American Title (the "Title Company"), shall issue through Escrow an Owner's Policy of Title Insurance (the "Title Policy") with CLTA coverage, unless Buyer elects ALTA coverage and pays the additional cost of such coverage pursuant to Paragraph 2.4.2 below, in which event the Title Company shall issue the Title Policy with ALTA coverage, with liability in the amount of the Purchase Price, insuring fee title to the Real Property vested in Buyer, subject only to the following exceptions (the "Permitted Exceptions"):

- (i) the standard printed exceptions set forth in the Title Policy;
- (ii) general and special taxes and assessments not then delinquent or payable over time;
- (iii) those certain exceptions which have been approved or deemed approved by Buyer as provided in Paragraph 2.9.3 below; and
- (iv) any exceptions to title created by or made through Buyer.

2.4 Costs.

2.4.1 Escrow Holder's fees with respect to the Escrow shall be shared equally by Seller and Buyer.

2.4.2 The premium for a CLTA Standard Policy of Title Insurance shall be paid one-half by Buyer and one-half by Seller. The additional cost for an ALTA Owner's Policy, if selected by Buyer, and any endorsements to the Title Policy requested by Buyer shall be paid for by Buyer. Buyer shall pay all costs and expenses incurred in connection with its obtaining a survey of the Property.

2.4.3 All expenses and charges incurred in connection with the discharge of delinquent taxes, if any, or monetary liens or monetary encumbrances on the Property, other than (a) those created by or made through Buyer, (b) bonds, taxes and assessments payable over time, except to the extent payable by Seller under Paragraph 2.4.4 below, (c) interests granting royalties to third parties, (d) liens arising out of any legal proceedings encumbering the Property, notwithstanding the fact that such liens could be discharged by the payment of money, and (e) any exception to title that cannot expressly, by its terms, be discharged by payment of money, shall be paid by Seller.

2.4.4 All installments of bonds, special taxes or assessments which are a lien on the Property and due and payable in full prior to the time of Closing shall be prorated in the manner set forth in Paragraph 2.8.1 below; provided, however, that in determining any amount payable by Seller, such assessments shall be amortized over the longest

period of time permitted by the taxing authority to make such payment, even if the assessment is assessed as a lump sum.

2.4.5 Each party shall be responsible for payment of the fees and expenses of its counsel relating to this Agreement and the transactions contemplated hereby.

2.4.6 Any county documentary or transfer taxes shall be paid by Seller. Any city documentary or transfer taxes shall be paid one-half by Buyer and one-half by Seller. Any recording fees shall be paid by Buyer.

2.4.7 Any other closing costs or charges shall be paid by the party that customarily pays such costs or charges in the County of Riverside, California.

2.5 Deposit of Documents and Funds by Seller. Seller shall deposit with Escrow Holder the following items no later than two (2) business days prior to the Closing Date, duly executed and acknowledged where required:

2.5.1 The Grant Deed.

2.5.2 A completed California Franchise Tax Board Form 593-W and an affidavit certifying that Seller is not a "foreign person" as defined in the Internal Revenue Code.

2.5.3 All other documents as may reasonably be required by Escrow Holder or the Title Company to close the Escrow in accordance with this Agreement.

2.6 Deposit of Documents and Funds by Buyer. Buyer shall deposit with Escrow Holder the following items no later than two (2) business days prior to the Closing Date, duly executed and acknowledged where required:

2.6.1 The Balance plus such additional funds as are required to pay Buyer's costs and prorations as provided in Paragraph 2.4 above and Paragraph 2.8 below, less any credits Buyer is entitled to hereunder.

2.6.2 A completed and originally executed Preliminary Change of Ownership Report in the form required by the Riverside County Recorder's Office (the "Change of Ownership Report").

2.6.3 Evidence of municipal authority approving this Agreement and the transactions contemplated hereunder ("Buyer's Resolutions"), as soon as the Buyer's Resolutions are available.

2.6.4 All other funds and documents as may be reasonably required by Escrow Holder or the Title Company to close the Escrow in accordance with this Agreement.

2.7 Delivery of Documents and Funds at Closing. The performance of the acts set forth in this paragraph shall constitute the "Closing" or the "Close of Escrow" as

such terms are used in this Agreement. The Escrow Holder shall conduct the Closing by recording and distributing the following described documents and funds in the following manner:

2.7.1 Deliver to Seller on the Closing Date immediately available funds in the sum of the Purchase Price, and such other funds, if any, due Seller by reason of prorations, less Seller's closing costs and prorations, if any, as provided in Paragraph 2.4 above and Paragraph 2.8 below, and any credits Buyer is entitled to hereunder.

2.7.2 Pay the costs referred to in Paragraph 2.4 above.

2.7.3 Record the Grant Deed in the Office of the County Recorder of Riverside County and simultaneously deliver the Change of Ownership Report to such Office.

2.7.4 Obtain and deliver the original Title Policy to Buyer and a copy to Seller.

2.8 Prorations.

2.8.1 Taxes. Escrow Holder shall prorate on a 365-day basis the ad valorem taxes on the Real Property for the current fiscal year (and through the first installment of the next fiscal year if the Close of Escrow occurs on or before June 30th) and all installments of bonds, special taxes, and assessments payable over time as of the Close of Escrow based upon the most current real estate tax information available. Buyer acknowledges that Seller is obligated to pay to the California State Board of Equalization the ad valorem taxes on the Real Property for the entire tax fiscal year during which the Close of Escrow occurs (and the first half of the next fiscal year if the Close of Escrow occurs on or before June 30th) even though (a) Seller will own the Property for less than the entire fiscal year (and no portion of the subsequent fiscal year, if applicable), and (b) such payment may be due following the Close of Escrow. Therefore, Buyer agrees that at the Close of Escrow Seller shall be credited and Buyer shall be debited an amount equal to that portion of the ad valorem taxes on the Property attributable to the period from the Close of Escrow to the later of the end of the tax fiscal year or the end of the calendar year in which the Close of Escrow occurs. Any bill for supplemental ad valorem taxes ("Supplemental Taxes") on the Real Property which is issued after the Close of Escrow shall be prorated by Buyer and Seller outside of Escrow after the Close of Escrow. Each party shall remit its pro rata share of any such Supplemental Taxes, as reasonably determined by Seller, to the requesting party outside of Escrow within ten (10) days after such party's receipt of a copy of the bill for such Supplemental Taxes from the requesting party. Notwithstanding the proration procedure described above, Buyer shall assume and shall pay all taxes and assessments (including all roll-back taxes and assessments) levied or assessed against any portion of the Real Property as the result of a change in the use or ownership of the Real Property occurring from and after the Closing Date, and shall defend, indemnify, and hold Seller harmless from any cost, expense, liability, or obligation (including, without limitation, reasonable attorneys' fees and costs) with respect to any such taxes or assessments. This provision shall survive the Close of Escrow.

2.9 Buyer's Conditions to Closing. Buyer shall not be obligated to proceed to the Close of Escrow and the Closing shall not occur unless and until, in addition to all other conditions contained in this Agreement, the following conditions have been satisfied or waived in writing by Buyer:

2.9.1 Evaluation of Property. On or before the expiration of the period ending on the date that is thirty (30) days after the full execution of this Agreement, but no later than April 15, 2018 (the "Feasibility Period"), Buyer, in Buyer's sole discretion, shall have approved the Property, including, without limitation, the results of all inspections, tests or studies of the Property conducted by or on behalf of Buyer. Buyer shall deliver to Seller, promptly upon receipt, copies of all written inspection results, tests and studies of the Property conducted by or on behalf of Buyer. Buyer's failure to notify Seller or Escrow Holder prior to the expiration of the Feasibility Period of Buyer's disapproval of the Property or any of Buyer's feasibility studies shall constitute Buyer's election to proceed to the Close of Escrow. All inspections, tests and studies conducted by Buyer shall be at Buyer's sole cost and expense.

2.9.2 Related Documents. Buyer acknowledges that it may have been given access to certain information in the possession of Seller's Broker regarding the Property. Seller (a) has not independently investigated any information included in such studies or report; and (b) has not made and does not make any representations or warranty regarding the truth, accuracy or completeness of the information made available to Buyer. Buyer acknowledges and agrees that Seller will not be providing any additional documentation and Buyer shall make its own independent inspection of the Property in the manner set forth in Paragraph 5 below. Notwithstanding anything to the contrary contained in this Paragraph 2.9.2, Seller does not represent or warrant that any such information exists or is in Seller's Broker's possession, and Buyer assumes the entire risk of any failure by Seller or Seller's Broker to make available any documents to Buyer. Without limiting the generality of the foregoing, Buyer acknowledges that certain documents, including older or historic technical studies or reports, may not be available.

2.9.3 Evaluation of Title Report. Promptly following the execution of this Agreement by Buyer and Seller, the Title Company shall have delivered to Buyer a preliminary title report issued by the Title Company (the "Preliminary Report") for the Property (as well as copies of all title documents referred to therein), and Buyer shall not have disapproved the Preliminary Report prior to the expiration of the Feasibility Period.

2.9.4 Issuance of Title Policy. The Title Company shall have issued the Title Policy as of the Close of Escrow.

2.9.5 Waiver. The foregoing conditions set forth in Paragraphs 2.9.1, 2.9.2, 2.9.3, and **Error! Reference source not found.** above for the benefit of Buyer, and may be waived by Buyer in writing delivered to Seller and Escrow Holder. In satisfying the foregoing conditions, Buyer and Seller shall each exercise good faith, reasonableness and diligence. However, decisions authorized to be made in the sole discretion of either Buyer or Seller shall be final and not subject to review or challenge on any basis.

2.10 Seller's Conditions to Closing. Seller shall not be obligated to proceed to the Close of Escrow and the Closing shall not occur unless and until, in addition to all other conditions contained in this Agreement, the following conditions have been satisfied or waived in writing by Seller:

2.10.1 Property Deeds. Buyer acknowledges and agrees that as an additional condition to the Seller's obligation to proceed to the Close of Escrow, Buyer shall have provided to Seller evidence satisfactory to Seller that Buyer and all subsequent purchasers of all or a portion of the Property (collectively, the "Subsequent Owners"), will be subject to covenants, conditions and restrictions (the "Covenants"), in form and content satisfactory to Seller, pursuant to which all such Subsequent Owners shall (a) acknowledge that the Property is adjacent to an operating communications facility on the Frontier Parcel, and (b) agree that such Subsequent Owners shall not take any actions to challenge the existence, maintenance, expansion or operation of such facility on the Frontier Parcel.

2.10.2 Survey. On or before _____, Seller shall have reviewed a survey paid for by Buyer which includes the location of all utilities and communications lines on the Property, and if such survey discloses any utility or communications lines serving the Frontier Parcel, Buyer and Seller shall have entered into an Easement Agreement acceptable to Seller in its sole and absolute discretion reserving an easement for such utility and communications lines in favor of the Frontier Parcel to be recorded at the Closing. Any such easement agreement shall be recorded simultaneously with and be referenced in the Grant Deed.

2.10.3 Performance of Obligations. At or prior to the Closing Date, Buyer shall have performed all of Buyer's obligations herein that are to be performed prior to the Closing including having deposited the Balance into Escrow pursuant to Paragraph 1.3.2 of this Agreement and making all other deliveries to Seller or Escrow Holder as required pursuant to Paragraph 2.6 of this Agreement.

2.10.4 Waiver. It is hereby understood that the conditions set forth in Paragraphs 2.10.1, 2.10.2, and **Error! Reference source not found.** above are for the benefit of Seller and may be waived by Seller in writing delivered to Buyer and Escrow Holder. In satisfying the conditions in this Paragraph 2.10, Seller and Buyer shall each exercise good faith, reasonableness, and diligence. However, decisions authorized to be made in the sole discretion of either Buyer or Seller shall be final and not subject to review or challenge on any basis.

2.11 Termination. Upon any termination of this Agreement and the Escrow (if applicable) for any reason, and other than either party's default hereunder, (i) each party shall execute such documents as Escrow Holder may reasonably require to evidence such termination, (ii) Escrow Holder shall charge its fees and expenses to both parties equally, (iii) subject to the provisions of Paragraph (ii) above, Escrow Holder shall return all documents and funds to the party who deposited them, (iv) Buyer shall return to Seller all documents delivered to it by Seller relating to the Property, (v) Buyer shall deliver to Seller all Documents Relating to the Property, as defined in Paragraph 11 below, (vi) Seller shall return to Buyer any

portion of the Deposit previously delivered to Seller, and (vii) all obligations of either party relating to this Agreement and the Property shall terminate.

3. Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer that, unless otherwise provided, at the date of execution hereof and at and as of the Closing Date:

3.1 Corporate Existence and Authority. Seller is a corporation (i) validly existing and in good standing under the laws of the State of California; and (ii) duly authorized, qualified and licensed under any and all laws, ordinances, rules, regulations and requirements of all governmental authorities to do all things required of it under or in connection with this Agreement. This Agreement and all agreements, instruments and documents herein provided to be executed or to be caused to be executed by Seller are duly executed by and binding upon Seller. Each individual executing this Agreement on behalf of Seller represents and warrants that he or she is duly authorized to execute and deliver this Agreement on Seller's behalf.

3.2 Non-Foreign Person. Seller is not a "foreign person" within the meaning of Internal Revenue Code §1445.

4. Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller that at the date of execution hereof and at and as of the Closing Date, Buyer is a municipal corporation (i) validly existing and in good standing under the laws of the state of its incorporation and the State of California; and (ii) duly authorized, qualified and licensed under any and all laws, ordinances, rules, regulations and requirements of all governmental authorities to do all things required of it under or in connection with this Agreement. This Agreement and all agreements, instruments and documents herein provided to be executed or to be caused to be executed by Buyer are duly executed and binding on Buyer. Each individual executing this Agreement on behalf of Buyer represents and warrants that he or she is duly authorized to execute and deliver this Agreement on Buyer's behalf.

5. Buyer's Examination of the Property.

5.1 No Representation. Except as provided in Paragraph 3 of this Agreement, Seller makes no representation or warranty respecting the Property, or any portion thereof, or otherwise in connection with the transaction contemplated hereby. Without limiting the generality of the foregoing, Buyer hereby acknowledges and agrees that Buyer will be purchasing the Property "AS IS" with all faults, without representation, warranty or guarantee of any kind, either express or implied, including, without limitation, any warranty of condition, merchantability, habitability or fitness for a particular use or purpose or the value, accuracy of information, marketability, prospects for future development, use or occupancy, except as provided in Paragraph 3 above, and more specifically that:

(i) Prior to the Close of Escrow, Buyer will have made its own independent investigation of the Property and all other aspects of this transaction, including, without limitation, the financial value of the Property and projected future income and expenses for the Property, and has relied entirely thereon and on the advice of its independent

consultants (if any) in entering into this Agreement, and not on any information or material supplied by or on behalf of Seller.

(ii) Prior to the Close of Escrow, Buyer will have reviewed all instruments, records and documents which Buyer deemed appropriate or advisable to review in connection with the Property and this transaction, and Buyer will have determined that the information and data contained therein or evidenced thereby was satisfactory to Buyer.

(iii) Buyer acknowledges and agrees that Seller has not made and does not make any representations or warranties of any kind (except as expressly set forth in Paragraph 3 above) and shall have no liability or obligation with respect to any matter relating to all or any portion of the Property, including, without limitation, (i) expenses, operation, rental income, income-producing potential, physical condition, zoning, permitted use, gross or rentable square footage, access, fitness for any specific use, including the present use, merchantability or habitability; (ii) any patent or latent defect in or about the Property; (iii) any laws pertaining to the Property or this transaction or the compliance of the Property therewith; (iv) the presence or absence of asbestos or any Hazardous Substances (as hereinafter defined) in, under or upon any portion of the Property; (v) the existence, location or availability of utility lines for water, sewer, drainage, telephone, electricity or any other utility; (vi) the existence, availability, quality, quantity or location of building systems; (vii) the terms, availability or status of any licenses, permits, approvals, or commitments from governmental authority(ies) with respect to the Property, or any portion thereof; (viii) the effect on the value, use or operation of the Property, caused by the operations occurring in or around the Property; (ix) compliance or non-compliance with the Permitted Exceptions; (x) the operating condition of any fixtures, equipment or building systems; (xi) the accuracy or completeness of any physical or computer records or data; or (xii) any other matter affecting or relating to all or any portion of the Property. Buyer acknowledges and agrees that on the Closing Date, any and all exterior lights existing on the Property shall be disconnected from Seller's existing utilities at the Frontier Parcel, and Buyer shall be responsible to obtain its own utility service to such lights at Buyer's sole cost.

(iv) Prior to the Close of Escrow, Buyer will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property.

(v) Subject to the conditions, covenants, representations and warranties of the parties set forth herein, notwithstanding any adverse effect on the marketability, desirability or value of the Property or any portion thereof which occurs between the execution of this Agreement and the Closing Date, including, without limitation, any adverse effect arising from or related to any changes or proposed changes to any governmental laws, ordinances, statutes, rules or regulations, the transactions contemplated by this Agreement shall be consummated on the terms and conditions contained herein.

5.2 Release. If the parties proceed to the Close of Escrow, then:

5.2.1 Buyer and its employees, contractors, agents, and each of them, and its successors, assigns, heirs, devisees and executors, agree to forever release, discharge and acquit Seller and its parent, subsidiary and/or affiliate corporations, partnerships

(general and limited), limited liability companies and other entities, partners, members, managers, directors, officers, shareholders, trustees, other owners and affiliates, and employees, and each of them (collectively, "Releasees"), of and from any and all claims, demands, obligations, liabilities, indebtedness, breaches of duty of any relationship, acts, omissions, misfeasance, malfeasance, cause or causes of action, costs, sums of money, accounts, compensations, contracts, controversies, promises, damages, costs, losses and expenses, of every type, kind, nature, description or character (including reasonable attorneys' fees) (collectively "Claims"), and irrespective of how, why or by reason of what facts, whether heretofore or now existing, or which could, might or may be claimed to exist in the future, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, each as if fully set forth herein at length, which in any way arise out of, or are connected with or relate to (1) the Property, (2) any Hazardous Material, as defined in Paragraph 6.1 below, on, under or about the Property, or migrating to or from the Property, at the Close of Escrow or released on or under the Property subsequent thereto, and (3) any required clean-up of any and all Hazardous Material which might remain or subsequently be placed on or under the Property, including any personal injuries suffered by any person or persons. The release provided for herein shall survive the Close of Escrow hereunder and shall not be merged into the Grant Deed.

5.2.2 Buyer and its successors, assigns, heirs, devisees and executors, agrees, represents and warrants that the matters released in Paragraph 5.2.1 hereof are not limited to matters which are known or disclosed, and hereby waives any and all rights and benefits which it now has, or in the future may have, conferred upon it by virtue of the provisions of Section 1542 of the Civil Code of the State of California which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Buyer's Initials

Buyer also further expressly waives and relinquishes all statutes, rights, remedies and benefits of all other jurisdictions, state and federal, which are all of the same or similar import or effect as Section 1542 of the California Civil Code.

Buyer's Initials

In connection with the release contained in Paragraph 5.2.1, Buyer agrees, represents and warrants that it realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to Claims which are presently unknown, unanticipated and unsuspected, and further agrees, represents and warrants that the release contained in Paragraph 5.2.1 has been negotiated and agreed upon in light of that realization and that it nevertheless

hereby intends to release, discharge and acquit Seller and Releasees from any such unknown Claims to the extent provided herein.

5.2.3 Buyer hereby agrees, represents and warrants that it has had advice of counsel of its own choosing in negotiations for and the preparation of this Agreement (including Paragraphs 5.2.1 and 5.2.2 herein), that it has read Paragraphs 5.2.1 and 5.2.2 hereof, that it has had such Paragraphs fully explained by such counsel, and that it is fully aware of their contents and legal effect.

5.2.4 Buyer acknowledges and agrees that no employee, agent, legal counsel, or other representative of Seller, including "Seller's Broker" (as defined in Paragraph 12 below) has been authorized to make, and in executing this Agreement Buyer has not relied upon, any statement of Seller, Seller's employees, agents, Seller's Broker, or legal counsel, and should Buyer be mistaken in its belief with regard to some issue of fact or law regarding the matters herein released, it specifically agrees to assume the risk of such mistake, if any exists. Buyer hereby acknowledges that Buyer is capable of performing or causing to be performed a thorough and independent investigation, analysis and evaluation of the Property and all other aspects of the transaction contemplated by this Agreement, and that it has had an opportunity to make, and to have its experts make its and their investigation regarding the matters herein released and all laws, rules and regulations related thereto.

This Paragraph 5 shall survive the Close of Escrow.

6. Hazardous Material.

6.1 Definition of Hazardous Material. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined as "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "Hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 4 of Title 22 of the California Administrative Code, Division 4.5, Chapter 11, (viii) defined as a "hazardous waste," "hazardous substance" or similar term under the Federal Water Pollution Control Act (33 U.S.C. §1317), (ix) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903), (x) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq. (42 U.S.C. §9601), or (xi) which

requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law.

6.2 Presence of Hazardous Material. Buyer acknowledges that the Property may or may not contain certain Hazardous Materials and that Seller makes no representation or warranty to Buyer regarding the presence or absence of any Hazardous Materials on or under the Property. It shall be Buyer's responsibility under this Paragraph 6 to examine the Property and to review such reports or other documents it deems necessary to satisfy itself as to the presence or absence of any such Hazardous Materials.

6.3 Right to Inspect. Prior to the expiration of the Feasibility Period, Buyer shall have the right, at its cost and expense, to conduct such physical inspections of the Property as necessary in order to determine the presence or absence of Hazardous Material on or under the Property. Such inspections by Buyer shall not interfere with the ongoing operations at the Property, shall be conducted at reasonable times and under reasonable circumstances and shall be subject to the prior approval of Seller. Buyer shall promptly deliver the results of such inspections to Seller.

6.4 Cleanup of Hazardous Material. If, prior to the expiration of the Feasibility Period, either Seller or Buyer determines that a legally unacceptable level, according to applicable governmental standards, of Hazardous Material exists on or under the Property, then Buyer may, in Buyer's sole discretion, terminate this Agreement. In such case, Buyer shall bear its own inspection costs, and the provisions of Paragraph 2.11 shall apply. If Buyer elects not to so terminate this Agreement, then Seller may, in Seller's sole discretion, either (1) terminate this Agreement, in which event the provisions of Paragraph 2.11 shall apply, or (2) commence to remove such Hazardous Material from the Property in which event the Close of Escrow shall be delayed until following Seller's completion of such removal. If Seller commences to remove such Hazardous Material, Seller shall thereafter diligently proceed with such removal at Seller's sole cost and expense, and in accordance with all applicable laws, rules, and regulations.

6.5 Buyer's Inspection. If Seller elects to remove such Hazardous Material pursuant to Paragraph 6.4 above, upon completion of such removal, Seller shall deliver to Buyer and to Escrow Holder notice stating that such removal has been completed. Within thirty (30) days following Buyer's receipt of such notice, Buyer shall inspect the Property in order to determine the presence or absence of Hazardous Material on or under the Property; provided, however, that Seller shall have the right to reasonably approve Buyer's agent who is to conduct such inspection. If such inspection reveals that the level of Hazardous Material remaining on or under the Property is at or less than the allowable level under applicable governmental rules or regulations, then Buyer shall be obligated to proceed to the Close of Escrow, and the Close of Escrow shall occur upon the first to occur of (1) the Closing Date, if such removal of Hazardous Material is completed at such time, or (2) within two (2) weeks following Buyer's inspection.

6.6 Indemnification. If the parties proceed to the Close of Escrow, Buyer shall indemnify, defend and hold Seller harmless from any and all claims, demands (including demands by any governmental agency), liabilities, costs, expenses, penalties,

damages, losses and liens, including without limitation reasonable attorneys' fees, arising out of or with respect to (1) Hazardous Material on or under the Property, or migrating to or from the Property at the Close of Escrow or released on or under the Property subsequent thereto, and (2) any clean-up of any and all Hazardous Material which might remain or subsequently be placed on or under the Property. The indemnity provided for herein shall survive the Close of Escrow hereunder and shall not be merged into the Grant Deed.

7. Removal of Personal Property. Prior to the Close of Escrow, Seller shall remove from the Property any items of personal property owned by Seller. Such removal shall not affect the amount of the Purchase Price or any other terms or conditions of this Agreement.

8. Entry.

8.1 Right of Entry. Buyer and its representatives, employees, contractors, agents and designees shall have the right to enter upon the Property, at Buyer's sole cost and expense, in order to inspect and investigate the Property and to conduct any and all surveys, tests and studies Buyer deems necessary or convenient, provided that Buyer shall immediately restore any damage done to the Property as the result of any such tests, surveys or studies. Prior to any entry upon the Property, Buyer shall designate in writing to Seller one or more representatives of Buyer who shall accompany any of such persons each time they enter upon the Property. Such entry or review shall be made only after reasonable advance written notice to Seller by Buyer (in no event less than 48 hours advance notice) and at times reasonably acceptable to Seller. Prior to any such entry onto the Property, Seller may designate one or more representatives of Seller to accompany Buyer and Buyer's consultant(s) each time they enter upon the Property. Buyer acknowledges and agrees that any soil samples taken from the Property on Buyer's behalf shall be taken via the split sample method and Buyer or Buyer's consultant(s) shall immediately provide Seller with a portion of the sampled soil for Seller's independent analysis. Buyer shall indemnify and defend Seller against and hold Seller and the Property free and harmless from any and all claims, demands, liabilities, costs, expenses, penalties, damages, losses and liens, including without limitation, reasonable attorneys' fees, arising out of any such entry by Buyer or its representatives, employees, agents, contractors or designees. The indemnity provided for herein shall survive the termination of this Agreement or the Close of Escrow hereunder and shall not be merged into the Grant Deed. The inspections of the Property shall be subject to the terms of this Paragraph 8 and shall be considered entries upon the Property for the purposes of this Paragraph 8.

8.2 Insurance. Commencing with Buyer's execution of this Agreement and at all times prior to the Close of Escrow, Buyer shall have in effect worker's compensation and employer's liability insurance with statutory limits of coverage as required by law, and with a limit of liability of at least \$2,000,000/\$4,000,000 each occurrence/aggregate, and commercial general liability insurance naming Seller as an additional insured, with limits of not less than \$2,000,000 each occurrence, with \$4,000,000 aggregate for bodily injury, including death resulting therefrom, and broad form property damage, including collapse and underground property damage, and (b) waiver of subrogation. Prior to entering the Property, Buyer shall deliver to Seller certificates of insurance evidencing such coverage and further evidencing that such coverage may only be terminated or modified upon thirty (30) day's prior written notice to

Seller. These covenants in this Paragraph 8 shall survive the Close of Escrow and shall not be merged into the Grant Deed.

9. Condemnation; Damage and Destruction.

9.1 Condemnation. This Agreement is subject to the provisions of California Civil Code Sections 1662 (the "Statute"). For the purposes of the Statute, a taking by eminent domain of a portion of the Property shall be deemed to affect a "material part" if the taking exceeds ten percent (10%) of the gross land area of the Land. It is hereby understood that in the event of a taking of a "material part" of the Property, then Buyer shall not be obligated to proceed to the Close of Escrow hereunder. In the event of such a condemnation of less than a "material part," Buyer and Seller shall, nonetheless, proceed to Closing without reduction or abatement of the Purchase Price, but Seller shall assign to Buyer all of Seller's right to recover from the condemning authority at the Close of Escrow. Seller agrees that it will, both before and after the Closing Date, execute such documents or instruments and further assurances as Buyer may reasonably request in order to facilitate such recovery by Buyer and Seller will cooperate in any manner reasonably requested by Buyer. Any such assignment shall be without representation or warranty by Seller.

9.2 Damage and Destruction. Notwithstanding anything to the contrary contained in this Agreement, regardless of whether all or any portion of the Improvements are damaged or destroyed prior to the Close of Escrow, Buyer and Seller shall nonetheless proceed to Closing without abatement of the Purchase Price. Buyer and Seller hereby waive the provisions of subsection (a) of the Statute with respect to damage and destruction.

10. Delivery of Possession. Subject to the rights of all tenants on the Property, if any, Seller shall deliver possession of the Property to Buyer at the Close of Escrow.

11. Delivery of Documents Relating to the Property. Within ten (10) days after the termination of this Agreement and the Escrow (if applicable) for whatever reason, Buyer shall deliver to Seller, without warranty and to the extent assignable by Buyer, at no cost to Seller, (a) all technical data prepared or obtained by Buyer, its agents or contractors in connection with the Property, including, but not limited to, land plans, maps, engineering studies, soils studies, geological studies and other engineering information in Buyer's possession or under Buyer's control, (b) all written documentation prepared or obtained by Buyer or filed with the applicable governmental authority in connection with the Zoning Approvals, including without limitation, applications, plans and specifications and environmental reports, and (c) all other written information relating to the Property in any manner whatsoever that is in Buyer's possession or under Buyer's control, including without limitation, appraisals, drawings and sketches, memoranda, construction documents, reports, studies and other technical or business information ((a), (b), and (c) are collectively referred to herein as, "Documents Relating to the Property"). All Documents Relating to the Property shall be the property of Seller; provided, however, that Buyer hereby confirms to Seller that all Documents Relating to the Property prepared by Buyer's independent consultants are assignable to Seller. Buyer shall keep and shall

require its agents to keep all such information confidential both prior to and after any termination of this Agreement.

12. Commissions. Buyer and Seller represent and warrant to one another that no broker, salesman or finder has been engaged by them in connection with the transactions contemplated by this Agreement other than CBRE, Inc., representing Seller ("Seller's Broker"). Seller shall pay Seller's Broker through Escrow a commission upon the Close of Escrow pursuant to a separate agreement between Seller and Seller's Broker. In the event of a claim for brokers' or finders' fees or commissions in connection with the negotiation or execution of this Agreement or the transactions contemplated hereby, Seller shall indemnify, hold harmless and defend Buyer from and against such claim if it shall be based upon any statement, representation, or agreement alleged to have been made by Seller (including any claim asserted by Seller's Broker), and Buyer shall indemnify, hold harmless and defend Seller if such claim shall be based upon any statement, representation, or agreement alleged to have been made by Buyer (excluding any claim asserted by Seller's Broker). The indemnities contained in this Paragraph 12 shall survive the Close of Escrow.

13. LIQUIDATED DAMAGES.

13.1 BUYER'S DEFAULT. NOTWITHSTANDING ANY OTHER PROVISION HEREIN CONTAINED, IF THE SALE OF THE PROPERTY IS NOT CONSUMMATED BY REASON OF ANY DEFAULT BY BUYER, THEN SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES FROM BUYER IN THE AMOUNT OF THE DEPOSIT (\$10,000.00). BUYER AND SELLER HEREBY ACKNOWLEDGE THAT SELLER'S DAMAGES WHICH WOULD RESULT FROM BUYER'S FAILURE TO ACQUIRE THE PROPERTY FOR ANY REASON ARE IMPRACTICABLE, AND EXTREMELY DIFFICULT TO ASCERTAIN, AND THE AMOUNT OF THE DEPOSIT IS A REASONABLE ESTIMATE OF SUCH DAMAGES. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES FOR THE BREACH OF BUYER'S OBLIGATION TO PURCHASE THE PROPERTY UNDER THIS AGREEMENT IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. THE PARTIES HAVE SET FORTH THEIR INITIALS BELOW TO INDICATE THEIR AGREEMENT WITH THE LIQUIDATED DAMAGES PROVISION CONTAINED IN THIS PARAGRAPH. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PROVISIONS OF THIS PARAGRAPH ARE NOT INTENDED AND SHALL NOT BE CONSTRUED TO LIMIT OR NEGATE BUYER'S INDEMNIFICATION OBLIGATIONS AS SET FORTH ELSEWHERE IN THIS AGREEMENT.

Seller's Initials

Buyer's Initials

13.2 SELLER'S DEFAULT. NOTWITHSTANDING ANY OTHER PROVISION HEREIN CONTAINED, IF THE SALE OF THE PROPERTY IS NOT

CONSUMMATED BY REASON OF ANY DEFAULT BY SELLER, THEN BUYER SHALL BE ENTITLED, AS ITS SOLE AND EXCLUSIVE REMEDY, WHETHER AT LAW OR IN EQUITY, EITHER (A) TO TERMINATE THIS AGREEMENT AND RECOVER ITS DEPOSIT AND ITS ACTUAL, REASONABLE, OUT-OF-POCKET EXPENSES INCURRED IN CONDUCTING ITS DUE DILIGENCE INVESTIGATION OF THE PROPERTY IN AN AMOUNT NOT TO EXCEED TEN THOUSAND DOLLARS (\$10,000) (THE "DUE DILIGENCE REIMBURSEMENT"), OR (B) IN LIEU OF TERMINATING THE AGREEMENT AND RECOVERING ITS DEPOSIT AND THE DUE DILIGENCE REIMBURSEMENT, BUYER SHALL BE ENTITLED TO PURSUE SPECIFIC PERFORMANCE OF THIS AGREEMENT WITHOUT RIGHT TO ANY DAMAGES (OTHER THAN A RETURN OF THE DEPOSIT AND THE DUE DILIGENCE REIMBURSEMENT IF SPECIFIC PERFORMANCE IS NOT GRANTED) OR OTHER EQUITABLE RELIEF WHATSOEVER, BUT ONLY IF BUYER FILES SUCH SPECIFIC PERFORMANCE ACTION THIRTY (30) DAYS AFTER THE SCHEDULED CLOSING DATE, AND BUYER'S FAILURE TO INITIATE SUCH ACTION WITHIN SUCH THIRTY (30) DAY PERIOD CONSTITUTES AN ABSOLUTE BAR FROM BUYER'S INSTITUTION OF ANY SUCH PROCEEDINGS. BUYER SHALL NOT BE ENTITLED TO RECORD A LIEN OR LIS PENDENS AGAINST THE PROPERTY OTHER THAN IN CONNECTION AND CONCURRENTLY WITH THE FILING OF SUCH SPECIFIC PERFORMANCE ACTION.

Seller's Initials

Buyer's Initials

14. Interference. If Seller terminates this Agreement pursuant to a right given to it hereunder and Buyer takes any action which intentionally interferes with Seller's ability to sell, exchange, transfer, lease, dispose of or finance the Property, or takes any other actions in bad faith with respect thereto (including, without limitation, the filing of any lis pendens or other form of attachment against the Property), then the named Buyer (and any assignee of Buyer's interest hereunder) shall be liable for, and indemnify and hold harmless Seller from and against, any and all loss, cost, damage, liability or expense (including, without limitation, reasonable attorneys' fees, court costs and disbursements and consequential damages) incurred by Seller by reason of such action by Buyer. The provisions of this Paragraph 14 shall survive the termination of this Agreement or the Close of Escrow.

15. Attorneys' Fees. If any action or proceeding shall be brought by either party in order to enforce the provisions of this Agreement, or to collect damages as a result of the breach of any of the provisions of this Agreement, whether or not such action or proceeding is pursued to a judgment, the prevailing party shall be entitled to recover all reasonable attorneys' fees incurred in connection therewith, including costs.

16. Notices. Whenever Escrow Holder or any party hereto shall desire to deliver to the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing, shall be given by personal delivery, by registered or certified United States mail, return receipt requested, or by overnight courier, postage prepaid, or by facsimile, addressed as follows:

TO SELLER: FRONTIER CALIFORNIA INC.
Attn: Real Estate Services
21 West Avenue
Spencerport, NY 14559
Email: Kelley.Stewart@ftr.com

WITH COPIES TO: Frontier Communications Corporation
c/o Jones Lang LaSalle Americas Inc.
Attn: Lease Administration
525 William Penn Place, 25th Floor
Pittsburg, PA 15259
Email: Scott.Metzger@am.jll.com

McGuireWoods LLP
1800 Century Park East, 8th Floor
Los Angeles, CA 90067
Attention: Joan A. Wolff, Esq.
Fax No. 310-315-8210

CB Richard Ellis, Inc.
[REDACTED]
[REDACTED]

TO BUYER: The City of Perris
101 North "D" Street
Perris, CA 92570
Attention: Darren C. Madkin
Fax No. _____

TO ESCROW HOLDER: First American Title
[ADDRESS SUBJECT TO CONFIRMATION]
777 S. Figueroa Street, 4th Floor
Los Angeles, CA 90017
Attention: _____

Any such notice, demand, request or other communication shall be deemed effective on the day of actual delivery or refusal to accept as shown by the addressee's return receipt. If the date on which any notice required to be delivered hereunder falls on a weekend or legal holiday, then such notice may be delivered on the next business day immediately following such weekend or holiday. If the date of Closing, or any other date, such as the expiration of the Feasibility Period fall on a weekend or legal holiday, then such date shall automatically be extended to the next business day immediately following such weekend or holiday. The foregoing addresses may be changed by notice given in accordance with this Paragraph 16.

17. Amendment; Complete Agreement. All amendments and supplements to this Agreement must be in writing and executed by Buyer and Seller. All understandings and

agreements between the parties (including any printed offer of sale provided by Seller to Buyer) regarding the Property are merged in this Agreement, which alone fully and completely expresses the agreement of the parties regarding the Property. This Agreement has been entered into after full investigation of the facts by both parties and neither party has relied on any statement or representation not embodied in this document. This Agreement has been drafted through a joint effort of the parties and their counsel and therefore shall not be construed against either of the parties as the draftsman.

18. Covenants. Buyer agrees that the Covenants shall be included and/or referenced in, without limitation, (i) the Grant Deed, and (ii) individual deeds to Subsequent Owners. Buyer hereby approves the form of Covenants contained in the Grant Deed.

19. Governing Law. This Agreement shall be governed under the laws of the State of California.

20. Counterparts, Headings and Defined Terms. This Agreement may be executed in several counterparts each of which shall be an original, but all of such counterparts shall constitute one such Agreement. The headings used herein are for convenience only and are not to be construed to be part of this Agreement. For the purposes of this Agreement, (a) the term "including" means "including without limitation," and (b) when a time period is specified in this Agreement for the performance of an act or the occurrence of an event, "days" shall mean "calendar days," unless otherwise specified herein.

21. No Offer. Submission of this Agreement for examination or signature by Buyer is not effective as an agreement to sell the Property or otherwise until execution by and delivery to both Buyer and Seller of an original of this Agreement.

22. Time of the Essence. Time is of the essence of this Agreement.

23. Waiver. The waiver by one party of performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered to be a waiver by it of any other covenant, condition or promise. The waiver by either or both parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. Except as specifically provided in Paragraph 13 above, the exercise of any remedy provided in this Agreement shall not be a waiver of any other remedy provided by law.

24. Third Parties. Nothing contained in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

25. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless such invalidity, illegality or unenforceability materially affects the transactions contemplated by this Agreement or the ability of either party to perform its obligations under this Agreement. In such case, either party may terminate this Agreement and

the Escrow on written notice to the other party given no later than ten (10) business days after the party giving such notice becomes aware of such invalidity, illegality or unenforceability, and the provisions of Paragraph 2.11 above shall apply.

26. Tax-Deferred Exchange. Each party shall reasonably cooperate with the other if such other party elects to either acquire the Property or convey the Property in connection with a tax-deferred exchange within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, provided that (a) either party's election to effect a tax-deferred exchange shall not create any additional conditions to the Close of Escrow or extend the Closing Date; and (b) Seller shall not be obligated in any event to take or receive title to any other real property in connection with such exchange. Any such exchange shall be accomplished by supplemental instructions, exchange documents and an exchange accommodator, if any, reasonably acceptable to both parties. The party electing to enter into a tax-deferred exchange shall indemnify and hold the other party harmless from and against any and all liens, claims, damages, liabilities, losses, costs and expenses, including reasonable attorneys' fees, arising out of or relating to the cooperating party's participation in the tax-deferred exchange contemplated by this Paragraph. The Close of Escrow shall not be conditioned on the closing of any proposed tax-deferred exchange, and if such proposed tax-deferred exchange is not in a position to close concurrently with the Close of Escrow, Buyer shall nevertheless be obligated to complete the purchase of the Property from Seller on the Closing Date on the terms and conditions of this Agreement.

27. Additional Documents. Each party hereto agrees to perform any further acts and to execute and deliver any further documents which may be reasonably necessary to carry out the provisions of this Agreement.

28. Assignment; Binding Effect. This Agreement shall not be assignable by Buyer to any other party without the prior written consent of Seller, which consent Seller may withhold in its sole discretion. For purposes of this Paragraph, any agreement entered into between Buyer and a third party prior to the Close of Escrow to sell or otherwise transfer any interest in the Property, including, without limitation, the execution of escrow instructions contemplating such a sale or transfer shall be deemed an assignment. Any such assignment without Seller's consent as provided herein, shall be deemed a material breach of this Agreement, and Seller, may, in Seller's sole discretion, elect to terminate this Agreement, in which case this Agreement shall be null and void, Buyer shall have no further rights hereunder, and Seller shall be entitled to damages as provided in Paragraph 13. Subject to the foregoing, this Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Seller and Buyer.

29. Waiver of Trial by Jury. SELLER AND BUYER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT, AND THE PARTIES AGREE THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

30. Independent Counsel. Each party acknowledges that it has consulted with and had the opportunity to consult with independent counsel of its own choosing in connection with the negotiation and execution of this Agreement.

31. Patriot Act. In connection with this Agreement, Buyer and Seller agree to comply with the sanctions programs administered by the U.S. Department of Treasury's Office of Foreign Asset Control and, if applicable, the Bank Secrecy Act, as amended, and the anti-money laundering regulations issued by the Financial Crimes Enforcement Network, and any other applicable sanctions or anti-money laundering laws, regulations, or executive orders. Buyer and Seller each represent and warrant to each other that it is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury.

32. Backup Offer. Until the Closing, Seller may consider back-up offers for a portion or all of the Property.

33. Limitation of Liability. Buyer acknowledges and agrees that neither the shareholders, officers, employees nor affiliates of Seller shall be liable for obligations entered into by or on behalf of Seller. Seller shall not be liable for any indirect, incidental, speculative, punitive, special, or consequential damages of any kind including, but not limited to, loss of revenue, loss of goodwill, loss of business opportunity, loss of profits, losses related to third party claims or any one or more of them arising in any manner from this Agreement or the performance or nonperformance of obligations related thereto regardless of the foreseeability thereof. Notwithstanding anything to the contrary set forth in Paragraph 13.2 above, if prior to the Closing Date Buyer becomes aware of any existing or new item, fact or circumstance which renders a representation or warranty of Seller set forth herein incorrect or untrue in any material respect (collectively, the "Representation Matter") or that has a material, adverse impact on the value of the Property, then provided such representation or warranty was true when made by Seller Buyer's sole remedy shall be the right to terminate this Agreement and obtain a refund of the Deposit by providing written notice thereof to Seller no later than seven (7) business days after Buyer learns of such Representation Matter. If Buyer does not timely terminate this Agreement, then Seller's representations and warranties shall be automatically limited to account for the Representation Matter, Buyer shall be deemed to have waived Buyer's right to pursue any remedy for breach of the representation or warranty made untrue on account of such Representation Matter, and the parties shall proceed to the Close of Escrow. Notwithstanding anything to the contrary contained in this Agreement, Buyer hereby agrees that Seller's maximum liability under this Agreement for actual, direct damages shall not exceed \$10,000 in the aggregate and that any action or claim asserted by Buyer against Seller must be filed (if at all) within twelve (12) months following the Closing, and Buyer hereby waives any right to bring any such claim or action thereafter. The provisions of this Paragraph 33 shall survive the Closing and shall not merge with the Grant Deed.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

SELLER:

**FRONTIER CALIFORNIA INC.,
a California corporation**

By: _____

Title: _____

BUYER:

CITY OF PERRIS

By: _____

Title: _____

By: _____

Title: _____

Receipt of the foregoing instructions by Escrow Holder is acknowledged, said escrow holding is accepted and Escrow Holder agrees to hold and dispose of the funds and documents deposited in the escrow in accordance with these instructions.

Dated: _____, 20__.

First American Title

By: _____
[NAME],
[TITLE]

**AGREEMENT OF PURCHASE AND SALE
AND ESCROW INSTRUCTIONS**

LIST OF EXHIBITS

Exhibit 1.1	Legal Description of Property
Exhibit 2.1	Escrow Holder's Standard Provisions
Exhibit 2.3	Grant Deed

**AGREEMENT OF PURCHASE AND SALE
AND ESCROW INSTRUCTIONS**

EXHIBIT "1.1"

LEGAL DESCRIPTION OF THE PROPERTY

[to be inserted]

APN 313-093-020

**AGREEMENT OF PURCHASE AND SALE
AND ESCROW INSTRUCTIONS**

EXHIBIT "2.1"

ESCROW HOLDER'S STANDARD PROVISIONS

TO: FIRST AMERICAN TITLE

1. Time is of the essence of these instructions. If this escrow is not in a condition to close by the CLOSING DATE as provided for in the foregoing Purchase Agreement and written demand for cancellation is received by you from any principal to this escrow after said date, you shall act in accordance with Paragraph 7 of these General Provisions. If no conflicting instruction or demand for cancellation is made, you will proceed to close this escrow when the principals have complied with the escrow instructions. In the event one or more of the General Provisions are held to be invalid, those remaining will continue to be operative. Any amendments of or supplements to any instructions affecting escrow must be in writing. You are authorized, prior to the close of escrow, to pay from funds on deposit any fees necessary to obtain any demand and/or report as may be required in this escrow and at the close of escrow charge the parties as appropriate. The principals will hand you any funds and instruments required from each respectively to complete this escrow. Interest on any new financing may begin to accrue on the date loan funds/proceeds are disbursed by the new lender, and borrower agrees to pay same in accordance with lender's instructions.

2. You are instructed to deliver and/or record all documents and disburse all funds when you can comply with these instructions and issue any title insurance policy as called for herein. These instructions, together with any amendments and/or supplements, may be executed in counterparts and together shall constitute one and the same document. If these instructions relate to a sale, and if there is no other written agreement between the parties pertaining thereto, buyer agrees to buy and seller agrees to sell upon the terms and conditions hereof. All documents, balances and statements due the undersigned are to be mailed to the respective addresses shown herein, unless otherwise directed. In the event that any party to this escrow utilizes facsimile transmitted signed documents, all parties hereby agree to accept and hereby instruct the escrow holder to rely upon such documents as if they bore original signatures. Buyer and seller further acknowledge that any documents to be recorded bearing non original (facsimile) signatures will not be accepted for recording by the county recorder.

3. The phrase "close of escrow" (or COE) as used in this escrow means the date on which documents are recorded, unless otherwise specified.

4. Assume a 30 day month in any proration herein provided, and unless otherwise instructed, you are to use the information contained in the latest available tax statement, including any supplemental taxes of record, rental statement as provided by seller and beneficiary's or association-statements delivered into escrow for proration purposes.

5. Upon close of escrow you are instructed to charge our respective accounts the costs attributable to each, including but not limited to costs as provided for herein and/or in accordance with our respective estimated statements attached hereto and made a part hereof.

6. Recordation of any instruments delivered through this escrow, if necessary or proper for the issuance of the policy of title insurance called for, is authorized. No examination or insurance as to the amount or payment of personal property taxes is required unless specifically requested.

7. If demand to cancel is submitted after the Closing Date, any principal so requesting you to cancel this escrow shall file notice of demand to cancel in your office in writing. You shall within three (3) working days thereafter mail by certified mail one copy of such notice to each of the other principals at the address stated in this escrow. Unless written objection thereto is filed in your office by a principal within fifteen (15) calendar days after the date of such mailing, you are instructed to cancel this escrow. If this is a sale escrow, you may return the lender's papers and/or funds upon lender's demand.

8. In the event that this escrow is canceled, any fees or charges due First American Title including cancellation fees and any expenditures incurred or authorized shall be paid from funds on deposit unless otherwise specifically agreed to or determined by a court of competent jurisdiction. Upon payment thereof, return documents and monies to the parties as set forth in the foregoing Purchase Agreement, or as ordered by the court, and void any executed instruments.

9. If there is no written activity by a principal to this escrow within any six-month period after the Closing Date set forth in the Purchase Agreement, First American Title may, at its option, terminate its agency obligation and cancel this escrow, returning all documents, monies or other items held, to the respective parties entitled thereto, less any fees and charges as provided herein.

10. If for any reason, funds are retained or remain in escrow after the closing date, you may deduct therefrom a reasonable charge as custodian, of not less than \$25.00 per month, unless otherwise specified.

11. In the event that you should receive written conflicting demands or claims with respect to this escrow, or with respect to the rights of any of the parties hereto, or with respect to any money or property deposited herein, you shall have the absolute right at your option to discontinue any or all further acts until such conflict is resolved to your satisfaction, including by means of filing an action in interpleader if agreement is not reached within a reasonable time.

12. In the event that any Offer to Purchase, Deposit Receipt, or any other form of Purchase Agreement (collectively, the "Purchase Agreement") is deposited in this escrow, if there is a conflict between the terms of these General Provisions and the Purchase Agreement, the terms of the Purchase Agreement shall control.

13. The parties hereto, by execution of these instructions acknowledge that the escrow holder assumes no responsibility or liability whatsoever for the supervision of any act

or the performance of any condition which is a condition subsequent to the closing of this escrow.

14. In the absence of instructions to the contrary, you are hereby authorized to utilize wire services, overnight next day, or other expedited delivery services (as opposed to the regular U.S. Mail) and to charge the respective party's account accordingly.

15. Concerning any real property involved in this transaction you are released from and shall have no liability, obligation or responsibility with respect to (a) withholding of funds pursuant to Section 1445 of the Internal Revenue Code of 1986 as amended, and to Sections 18662 and 18668 of the California Revenue and Taxation Code, (b) advising the parties as to the requirements of said Section 1445, (c) determining whether the transferor is a foreign person or a nonresident under such Section, nor (d) obtaining a non foreign affidavit or other exemption from withholding under said Sections nor otherwise making any inquiry concerning compliance with such Sections by any party to the transaction.

16. If you pay a demand to pay in full a revolving line of credit or equityline loan, you are hereby instructed on my behalf and for my benefit, to request that the lender issuing said demand cancel said revolving line or equityline of credit.

17. You are authorized to furnish to any affiliate of First American Title, any attorney, broker or lender identified with this transaction or any one acting on behalf of such lender any information, instructions, amendments, statements, or notices of cancellation given in connection with this escrow. If any check submitted to escrow is dishonored when presented for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

18. All notices, change of instructions, communications and documents are to be delivered in writing to the office of First American Title, as set forth herein.

19. All funds received in this escrow shall be deposited with other escrow funds in one or more non-interest bearing demand accounts of First American Title in any state or federal bank or any state or federal savings and loan association ("the depository institutions") and may be transferred to any other such accounts.

The parties to this escrow acknowledge that while these accounts do not bear interest, because of these and other banking relationships with the depository institutions, First American Title and its affiliates may receive from some of the depository institutions an array of banking services, accommodations or other benefits. First American Title and its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from some of the depository institutions. All of such services, accommodations and other benefits shall accrue, directly or indirectly, to First American Title and its affiliates and they shall have no obligation to account to the parties to this escrow for the value of such services, accommodations or other benefits. All disbursements shall be made by First American Title check, unless otherwise instructed.

First American Title shall not be responsible for any delay in closing if funds received by escrow are not available for immediate withdrawal. First American Title may, at its option, require concurrent instructions from all principals prior to release of any funds on deposit in this escrow.

20. You are authorized to destroy or otherwise dispose of any and all documents, papers, instructions, correspondence and other material pertaining to this escrow at the expiration of six (6) years from the close of escrow or cancellation thereof, without liability and without further notice.

IMPORTANT NOTICE

Except for wire transfers, funds remitted to this escrow are subject to availability requirements imposed by Section 12413.1 of the California Insurance Code. CASHIER'S, CERTIFIED or TELLER'S checks, payable to FIRST AMERICAN TITLE are generally available for disbursement on the next business day following the date of deposit.

Other forms of payment may cause extended delays in the closing of your transaction pursuant to the requirements imposed by State Law

(Wire transfer information available upon request)

ALL PARTIES TO THIS ESCROW ACKNOWLEDGE THAT FIRST AMERICAN TITLE DOES NOT PROVIDE LEGAL ADVICE NOR HAS IT MADE ANY INVESTIGATION, REPRESENTATIONS OR ASSURANCES WHATSOEVER REGARDING THE LEGAL ASPECTS OR COMPLIANCE OF THIS TRANSACTION WITH ANY TAX, SECURITIES OR ANY OTHER STATE OR FEDERAL LAWS. IT IS RECOMMENDED THAT THE PARTIES OBTAIN INDEPENDENT LEGAL COUNSEL AS TO SUCH MATTERS.

THE FOREGOING ESCROW INSTRUCTIONS AND GENERAL PROVISIONS HAVE BEEN READ AND ARE UNDERSTOOD AND AGREED TO BY EACH OF THE UNDERSIGNED.

SELLER:

FRONTIER CALIFORNIA INC.,
a California corporation

By: _____

Title: _____

BUYER:

CITY OF PERRIS,
a municipal corporation

By: _____

Title: _____

By: _____

Title: _____

Current Address:

Attn: Real Estate Services
21 West Avenue
Spencerport, NY 14559
Email: Kelley.Stewart@ftr.com

Current Address:

**AGREEMENT OF PURCHASE AND SALE
AND ESCROW INSTRUCTIONS**

EXHIBIT "2.3"

GRANT DEED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO AND MAIL
TAX BILLS TO:

Space Above For Recorder's Use

GRANT DEED

Title Order No. _____
APN No. 313-093-020

Escrow No. _____

The undersigned grantor declares:

Documentary Transfer Tax is \$ _____.

- () computed on full value of property conveyed; or
- () computed on full value less value of liens and encumbrances remaining at time of sale.
- () Unincorporated area; () City of _____

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, FRONTIER CALIFORNIA INC., a California corporation, formerly known as VERIZON CALIFORNIA INC., formerly known as GTE California Incorporated, formerly known as General Telephone Company of California ("Grantor"), hereby GRANTS to the City of Perris, a municipal corporation ("Grantee"), the following described real property in the County of Riverside, State of California:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A."

This foregoing grant of real property is subject to (i) non-delinquent taxes, all easements, covenants, conditions and restrictions, and all other matters of record affecting title to such property, and (ii) those certain covenants as described in Exhibit "B" attached hereto.

Dated: _____, 2018

FRONTIER CALIFORNIA INC.,
a California corporation

By: _____

Title: _____

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)

COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Notary Public

(Seal)

Exhibit "A"

Legal Description of the Property

[to be inserted]

Exhibit "B"

COVENANTS, CONDITIONS AND RESTRICTIONS

COVENANTS REGARDING CONTINUED USE AND NON-INTERFERENCE WITH COMMUNICATIONS FACILITY

1. These Covenants Regarding Continued Use and Non-Interference With Communications Facility are attached to and made part of that certain Grant Deed dated _____, 2018 ("Deed") executed by Frontier California Inc., a California corporation ("Frontier"), in favor of City of Perris, a municipal corporation ("Buyer"). The covenants, conditions and restrictions contained herein (collectively, "Covenants") are for the benefit of that certain property owned by Frontier located in the City of Perris, County of Riverside, State of California, more particularly described as APN _____ (the "Frontier Parcel"), and encumber all that certain property located in the City of Perris, County of Riverside, State of California, more particularly described as APN 313-093-020 (the "Buyer Parcel") which is the property transferred by the Deed.

2. All successive owners of the Buyer Parcel are to be bound by the Covenants contained herein for so long as they shall own any portion of the Buyer Parcel. The Covenants are for the benefit of the Frontier Parcel. It is the intent of Frontier and Buyer that such parties and their successors are to be bound by the Covenants contained herein and that such Covenants operate as covenants running with the land for the benefit of the Frontier Parcel.

3. Buyer and all successor owners of any interest in all or any part of the Buyer Parcel hereby acknowledge and agree that the Frontier Parcel is and may continue to be used, maintained, improved and operated as a communications facility ("Facility"). This Facility is a strategic communications facility operating 24 hours a day, seven days a week, and includes without limitation 911 emergency services and other communications-related services of national, state and local interest. The Facility includes air conditioners, one or more back-up generators and related fuel supply. Company vehicles and trucks use the Frontier Parcel. Such generators are run periodically for maintenance and repair. Buyer and its successors agree that they shall take no action of any kind which shall challenge or interfere with the continued right of Frontier and its successors to operate and improve the Frontier Parcel in such manner. Without limitation of the foregoing, Buyer and its successors agree not to initiate or support any national, state or local ordinance, rule or regulation which would serve in any way to limit the communications-related operations of the Frontier Parcel, which operations include, but are not limited to the operation of the above-referenced generators, use of air conditioning units and access by company vehicles and trucks. In addition, Buyer and its successors agree, to refrain from taking any action on all or any part of the Buyer Parcel which shall substantially interfere with the operation of the Facility on the Frontier Parcel. Buyer and its successors agree that the Covenants contained herein specifically relate to the use, repair, maintenance or improvement of the land herein described, or some part thereof. The Covenants shall not, however, be interpreted to prevent the owners of the Buyer Parcel from voting in elections. Nothing contained in this paragraph shall be deemed to permit Frontier to restrain the constitutional free speech rights or other constitutional rights of the owners of the Buyer Parcel, and their respective

successors and assigns to the extent such restraint would violate the United States or California Constitution or other applicable laws.

4. Whenever any party hereto shall desire to deliver to the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing, shall be given by personal delivery, by registered or certified United States mail, return receipt requested, or by overnight courier, postage prepaid, addressed as follows:

TO FRONTIER: FRONTIER CALIFORNIA INC.
Attn: Real Estate Services
21 West Avenue
Spencerport, NY 14559
Email: Kelley.Stewart@ftr.com

TO BUYER: CITY OF PERRIS
101 North "D" Street
Perris, CA 92570
Attention: Darren C. Madkin

Any such notice, demand, request or other communication shall be deemed effective on the day of actual delivery or refusal to accept as shown by the addressee's return receipt. If the date on which any notice required to be delivered hereunder falls on a weekend or legal holiday, then such notice may be delivered on the next business day immediately following such weekend or holiday. The foregoing addresses may be changed by notice given in accordance with this Paragraph.

5. A breach of any of the provisions contained herein and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings instituted by Frontier or any of its successors-in-interest. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorneys' fees in an amount as the court may deem reasonable in favor of the prevailing party. The remedies herein provided for breach of the provisions contained herein shall be deemed cumulative and none of such remedies shall be deemed exclusive. The failure of Frontier or its successors to enforce any of the provisions contained herein shall not constitute a waiver of the right to enforce the same thereafter. Without limiting any other remedies, in the event of a breach of the Covenants contained herein, Frontier or its successors may obtain injunctive relief enjoining or restraining such breach without posting a bond or other security and without proving damages, it being expressly recognized by Buyer and its successors that any such breach will cause irreparable harm to Frontier and its successors which cannot be fully compensable by damages.

7. If any term or other provision of the Covenants is determined by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any legal requirement, all other terms and provisions of the Covenants shall nevertheless remain in full force and effect.

ACKNOWLEDGED AND AGREED

Dated: _____, 2018

City of Perris, a municipal corporation

By: _____

Name: _____

Title: _____

CITY COUNCIL AGENDA SUBMITTAL

Meeting Date: April 10, 2018

SUBJECT: Agreement with LEEDAV Co., Inc, (Safe Swim) for Lifeguard Services for the Perris Summer Aquatics Program

REQUESTED ACTION: That the City Council approve the attached agreement for professional lifeguard services with LEEDAV Co., Inc, for the Summer Aquatics Program

CONTACT: Sabrina Chavez, Director of Housing & Community Services

BACKGROUND/DISCUSSION:

The City Council previously directed staff to offer a swim program in coordination with the Drop Zone water park in summer 2018. A budget of \$32,000 was approved for the program and staff began talks with Drop Zone staff to organize a program. In early 2018, the City Council directed staff to evaluate the cost to offer a local swim program for Summer 2018 at Perris High School. Staff contacted the Perris Union High school district, and requested quotes from aquatic companies for lifeguard services to present a report to the Parks and Recreation Committee. After reviewing the quotes and proposed budget for the program with the Parks and Recreation Committee, they recommended that the City Council approve a budget increase of \$43, 000 for a summer swim program at Perris High School for a total budget of \$75, 000.

Staff solicited proposals from aquatics companies and received two (2) proposals. The lowest proposal was received from Safe Swim, Inc. for a total of \$ 57,316.35.

The City will manage the aquatics program for the 2018 swim season which includes contracting for lifeguard services. Safe Swim provided lifeguard services in the summer of 2012 and was asked to provide a proposal for lifeguard services this year from June 11th through August 3rd. Safe Swim has been in business for over 10 years in Orange County and provides similar lifeguard services to several large private homeowners associations. Safe Swim has proposed to provide lifeguard services for the 2018 season at \$57,316.35.

It is recommended that the City Council approve the agreement with LEEDAV-CO, Inc. (Safe Swim) for aquatic services in an amount not to exceed \$57,400.

BUDGET IMPACT: There is sufficient funding in the FY 17-18 budget for this program. The contract cost will be partially offset by open swim revenue.

Reviewed by:

Assistant City Manager _____

Finance Director CF

Attachment: Agreement

Consent: X

CITY OF PERRIS

CONTRACT SERVICES AGREEMENT FOR

[REPLACE THIS LINE WITH DESCRIPTION OF SERVICES]

This Contract Services Agreement ("Agreement"), is made and entered into this ___ 10th_ day of _____ April _____, 2018__, by and between the City of Perris, a municipal corporation ("City"), and LEEDAV-CO, 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 \$58,000 dollars ("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 until completion of the services no later than August 31, 2018.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Lee Stephenson, Program Director 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 \$1,000,000.00 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 M. Vargas, Mayor

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Eric L. Dunn, City Attorney

"CONSULTANT"
LEEDAV-CO, Inc.
Dbasafe Swim, a California Corporation
25091 Salford Street
Laguna Hills, CA 92653

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

All City of Perris aquatics programs will be offered out of the Perris High School swimming pool, located at 175 East Nuevo Road. The City will have access to the pool for the summer season beginning June 11, 2018. LEEDAV-CO, Inc. shall provide life guard services for basic lifesaving services for recreational swimming from June 11 through August 3, 2018. The swimming activities that may be included are described as follows:

Basic Courses	PREREQUISITES	Age Group	Instructional Time	Maximum Class Size
Recreation (open Swim)	None	All Ages	7 hours	180

Head Lifeguard

LEEDAV-CO, Inc. shall provide a head life who will conduct weekly in-services with lifeguards, such as lifeguard training and swim tests; ensure that all staff are in place ready to work when required and that shifts are covered; and ensure a safe swimming environment for all patrons.

Lifeguard

LEEDAV-Co, Inc. shall provide Lifeguards who have knowledge of pool lifeguarding principles and practices; knowledge of principles and practices of basic first aid; and knowledge of occupational hazards and standard safety precautions.

Lifeguards continued

The lifeguards shall be able to swim with endurance and proficiency at a level necessary to perform assigned duties, and establish and maintain effective working relationships with those contracted in the course of work.

The pool lifeguard will:

- observe swimmers in the pool and the surrounding area;
- provide emergency response, as necessary and perform emergency rescues;
- perform first aid measures, including mouth to mouth resuscitation;

The lifeguards must possess a current:

- Lifeguards training certificate issued by the American Red Cross;
- C.P.R. certificate issued by the American Red Cross; and
- First Aid certificate that meets State of California Title 22 requirements.

Lifeguards shall be assessed and re-assessed during weekly in-service trainings on the pool deck.

Such training will include:

- CPR training
- Rescue training
- Endurance training
- Oral testing on: first aid, CPR, rules & regulations

Program location: Perris High School Pool

The Perris High School pool is a 25 yard square pool with a minimum depth of 3.5 feet and a maximum depth of 12 feet. To prevent incidents on the deck or in the water the following will be required:

- Lifeguard stations shall be positioned at the edge of the deck with a coverage zone of 45 degrees on each side. A lifeguard should be able to get to anywhere in their coverage zone within twenty seconds.
- All aquatic areas should have signage posted detailing the rules of use.
- Float Ropes; lifeguards shall ensure that the pool areas have a safety-float rope separating the deep end from the shallow area.
- Rotate lifeguards positions every fifteen to thirty minutes.

Pool Maintenance

Pool maintenance will **not** be required. The facility staff at Perris High School maintain the chemicals in the pool as well as the pool equipment.

EXHIBIT "B"

SPECIAL REQUIREMENTS

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EXHIBIT "C"

SCHEDULE OF COMPENSATION

City agrees to compensate LEEDAV-CO, Inc. for the services outlined in "Exhibit A" not to exceed the contract sum of \$57,316.35. City shall only pay LEEDAV-CO, Inc., for the actual hours worked by the head lifeguard and the lifeguard instructors based on the hourly rates attached to this exhibit. The listed rates shall include all expenses incurred by LEEDAV-CO, Inc., in the performance of the required services. Contractor shall be paid within thirty (30) days after City's receipt and approval of an invoice submitted by LEEDAV-CO, Inc., Such invoice shall be in a form approved by the City Manager.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

[Insert or Attach]



2018 Lifeguard/WSI Proposal for the City of Perris

Service Dates

Start Date June 11, 2018

End Date August 3, 2018

Total Service Hours & Fees

Total Hours: 2282

Total Fees: \$57,316.35

Insurance Coverage

General Liability: \$2,000,000 / No aggregate

Umbrella Liability: \$3,000,000

Umbrella coverage is included in service fees.

Staff Certification Fees

Lifeguard Certification - \$125 per person

City of Perris Lifeguard Schedule
June 11, 2018 - August 3, 2018

June									
Month	Dates	Service	Postion	Shift	# Hrs	# Days	Total Hrs	Fee per Hr	Total Fee
June	11-30	Mon-Fri	Lifeguard 1	10:00-5:00	6.5	15	97.5	\$24.80	\$2,418.00
June	11-30	Mon-Fri	Lifeguard 2	10:00-5:00	6.5	15	97.5	\$24.80	\$2,418.00
June	11-30	Mon-Fri	Lifeguard 3	10:00-5:00	6.5	15	97.5	\$24.80	\$2,418.00
June	11-30	Mon-Fri	Lifeguard 4	10:00-5:00	6.5	15	97.5	\$24.80	\$2,418.00
June	11-30	Mon-Fri	Lifeguard 5	10:00-5:00	6.5	15	97.5	\$24.80	\$2,418.00
June	11-30	Mon-Fri	Lifeguard 6	10:00-5:00	6.5	15	97.5	\$24.80	\$2,418.00
June	11-30	Mon-Fri	Lifeguard 7	10:00-5:00	6.5	15	97.5	\$24.80	\$2,418.00
June	11-30	Mon-Fri	Lifeguard 8	10:00-5:00	6.5	15	97.5	\$24.80	\$2,418.00
June	11-30	Mon-Fri	Supervisor	10:00-5:00	6.5	15	97.5	\$27.70	\$2,700.75
							878	TOTAL	\$22,044.75

July									
Month	Dates	Service	Postion	Shift	# Hrs	# Days	Total Hrs	Fee per Hr	Total Fee
July	2-31	Mon-Fri	Lifeguard 1	10:00-5:00	6.5	21	136.5	\$24.80	\$3,385.20
July	2-31	Mon-Fri	Lifeguard 2	10:00-5:00	6.5	21	136.5	\$24.80	\$3,385.20
July	2-31	Mon-Fri	Lifeguard 3	10:00-5:00	6.5	21	136.5	\$24.80	\$3,385.20
July	2-31	Mon-Fri	Lifeguard 4	10:00-5:00	6.5	21	136.5	\$24.80	\$3,385.20
July	2-31	Mon-Fri	Lifeguard 5	10:00-5:00	6.5	21	136.5	\$24.80	\$3,385.20
July	2-31	Mon-Fri	Lifeguard 6	10:00-5:00	6.5	21	136.5	\$24.80	\$3,385.20
July	2-31	Mon-Fri	Lifeguard 7	10:00-5:00	6.5	21	136.5	\$24.80	\$3,385.20
July	2-31	Mon-Fri	Lifeguard 8	10:00-5:00	6.5	21	136.5	\$24.80	\$3,385.20
July	2-31	Mon-Fri	Supervisor	10:00-5:00	6.5	21	136.5	\$27.70	\$3,781.05
							1229	TOTAL	\$30,862.65

August									
Month	Dates	Service	Postion	Shift	# Hrs	# Days	Total Hrs	Fee per Hr	Total Fee
August	1-3	Mon-Fri	Lifeguard 1	10:00-5:00	6.5	3	19.5	\$24.80	\$483.60
August	1-3	Mon-Fri	Lifeguard 2	10:00-5:00	6.5	3	19.5	\$24.80	\$483.60
August	1-3	Mon-Fri	Lifeguard 3	10:00-5:00	6.5	3	19.5	\$24.80	\$483.60
August	1-3	Mon-Fri	Lifeguard 4	10:00-5:00	6.5	3	19.5	\$24.80	\$483.60
August	1-3	Mon-Fri	Lifeguard 5	10:00-5:00	6.5	3	19.5	\$24.80	\$483.60
August	1-3	Mon-Fri	Lifeguard 6	10:00-5:00	6.5	3	19.5	\$24.80	\$483.60
August	1-3	Mon-Fri	Lifeguard 7	10:00-5:00	6.5	3	19.5	\$24.80	\$483.60
August	1-3	Mon-Fri	Lifeguard 8	10:00-5:00	6.5	3	19.5	\$24.80	\$483.60
August	1-3	Mon-Fri	Supervisor	10:00-5:00	6.5	3	19.5	\$27.70	\$540.15
							176	TOTAL	\$4,408.95

Monthly Totals			
Month	Days	Hours	Fees
June	15	878	\$22,044.75
July	21	1,229	\$30,862.65
August	3	176	\$4,408.95
GRAND TOTALS	39	2,282	\$57,316.35

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: April 10, 2018

SUBJECT: Major Modification (MM) 18-05004, Conditional Use Permit (CUP) 18-05005, and Letter of Public Convenience and Necessity (PCN) – The Project is a Major Modification to the *Perris Commons* project (i.e. DPR 10-01-0008) to reconfigure the site layout, and reduce the overall entitled square footage from 48,778 SF to 34,940 SF located at the southwest corner of Redlands Avenue and San Jacinto Road. The Conditional Use Permit is to permit the sale of beer and wine (type 20) in conjunction with a food mart/fueling station, an automated drive-through car wash, and a drive-through restaurant pad. **Applicant:** Timothy Reeves, Lewis Retail Centers.

REQUESTED ACTION: **ADOPT Resolution No. (*next in order*)** to find no further CEQA action is required pursuant to Section 15162 where a Mitigated Negative Declaration (MND 2284) has been adopted, and it was determined the project does not trigger substantial changes from the previously approved project, and approve Major Modification 18-05004, Conditional Use Permit 18-05005, Public Convenience or Necessity based on the findings contained in the Resolution and attached exhibits.

CONTACT: Dr. Grace Williams, Director of Planning and Economic Development 

BACKGROUND/DISCUSSION:

On March 21, 2018, the Planning Commission recommended approval (6-0-1absent) of a Major Modification to the Perris Commons project that was approved by the City Council on June 29, 2010, subject to the revision to Engineering Condition Number 7 to clarify that all street lights are required to adhere to City of Perris specification standards and not Southern California Edison specification standards.

The original Perris Commons approval included Development Plan Review (DPR) 10-01-0008, Tentative Tract Map (TTM) 36266, and Conditional Use Permit (CUP) 10-04-0001 for a 48,778 SF retail center. DPR 10-01-0008 entitled a 29,728 SF retail building and 14,550 SF drug store, while CUP 10-04-001 entitled a 4,000 SF drive-through restaurant. Also, the original approval included a total of 237 parking stalls and 31,343 SF of on-site landscaping. The Tentative Tract Map (TTM 36266) included a proposal to subdivide 5.25 acres into six (6) commercial parcels to include a recorded reciprocal access and parking agreement. The proposed changes, herein referred to collectively as "Project," include the following:

- Reduce the overall entitled square footage from 48,778 SF to 34,940 SF.
- Increase the overall parking from 237 parking stalls to 245 parking stalls.
- Increase the overall landscaped area from 31,343 SF to 32,495 SF.
- Modify DPR 10-01-0008 to provide a 27,600 SF of retail space and remove the 14,500 SF drug store.
- Rescind CUP 10-04-001.
- Propose CUP 18-05005 that includes a 2,600 SF drive-through restaurant and replace the 14,550 SF drug store site with a 3,200 SF Food Mart/Gas Station with an attached 1,540 SF automated carwash. The new CUP allows for the sale of beer and wine at the Food Mart/Fueling Station. Issue a Public Convenience or Necessity (PCN) letter for the over-concentration of off-site sale of beer and wine.

The Project site is located at the southwest corner of San Jacinto Avenue and Redlands Avenue, north of the Perris Downtown Specific Plan across the I-215 freeway bounded by vacant land to the west and east, I-215 to the south, and an existing fueling station/convenience store (Shell Gas Station) to the north. The Project site is currently vacant and accessible through a paved San Jacinto Avenue. The Project is required to improve San Jacinto Avenue with curb, gutter, and sidewalk along the street frontage.

No further CEQA action is required pursuant to Section 15162 where a Mitigated Negative Declaration (MND 2284) has been adopted, and it was determined the project does not trigger substantial changes from the previously approved project.

BUDGET (or FISCAL) IMPACT: Cost for staff preparation of this item, cost of construction and payment of impact fees are covered by the applicant.

Prepared by: Nathan Perez, Associate Planner 
 Reviewed by: Kenneth Phung, Planning Manager 

Public Hearing: April 10, 2018

Assistant City Manager: Darren Madkin 
 Assistant City Manager: Clara Miramontes 
 Director of Finance: Jennifer Erwin 

Attachments:

1. City Council Resolution (next in order)
2. Revised Engineering Conditions of Approval
3. Planning Commission Staff Report dated March 21, 2018

RESOLUTION NUMBER (next in order)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FINDING NO FURTHER CEQA ACTION IS REQUIRED PURSUANT TO SECTION 15162 OF THE CEQA GUIDELINES, AND APPROVE MAJOR MODIFICATION 18-05004 TO DEVELOPMENT PLAN REVIEW 10-01-0008, AND CONDITIONAL USE PERMIT 18-05005, TO CONSTRUCT A 34,940 SQUARE FOOT RETAIL SHOPPING CENTER; ISSUE A LETTER OF PUBLIC CONVENIENCE OR NECESSITY FOR THE SALE OF ALCOHOLIC BEVERAGES (TYPE 20 BEER AND WINE) FOR OFF-SITE CONSUMPTION LOCATED AT THE SOUTHWEST CORNER OF REDLANDS AVENUE AND SAN JACINTO AVENUE, SUBJECT TO CONDITIONS OF APPROVAL AND THE FINDINGS NOTED HEREIN.

WHEREAS, on January 3, 2018 a Conditional Use Permit 18-05005, Major Modification 18-05004 applications was submitted for a 34,940 square foot retail shopping center located at the southwest corner of Redlands Avenue and San Jacinto Road; and

WHEREAS, On January 3, 2018, the applicant requested a letter of Public Convenience or Necessity (PCN) for the Food mart to sell beer and wine (type 20 ABC license); and

WHEREAS, the original Conditional Use Permit 10-04-0001 is rescinded by Conditional Use Permit 18-05005; and

WHEREAS, on January 28, 2009, a Development Plan Review (DPR 10-01-0008) and Conditional Use Permit (CUP 10-04-0001) applications were submitted for a 48,778 square foot retail shopping center located at the southwest corner of Redlands Avenue and San Jacinto Road; and

WHEREAS, a Planning Commission public hearing was held on May 19, 2010 for Development Plan Review 10-01-0008 and Conditional Use Permit 10-04-0001, at which time all interested persons were given full opportunity to be heard and to present evidence and recommended approval to the City Council; and

WHEREAS, a City Council public hearing was held on June 29, 2010 for Development Plan Review 10-01-0008 and Conditional Use Permit 10-04-0001, at which time all interested persons were given full opportunity to be heard and was unanimously approved; and

WHEREAS, the City Council on June 29, 2010 adopted Mitigated Negative Declaration 2284 to comply with the California Environmental Quality Act (CEQA); and

WHEREAS, Section 19.54.30(3) of the City of Perris Municipal Code (*Zoning Code, Authority and Review Procedures*) provides that where multiple applications related to a project are concurrently processed and the project contains an application which requires review and determination by the City Council, all applications and associated environmental review shall be reviewed by the Planning Commission and referred to the City Council for a determination; and

WHEREAS, the proposed location is in accordance with the objectives of the Zoning Ordinance and the purpose of the CC (Commercial Community) zoning district; and

WHEREAS, the proposed project is consistent with the City's General Plan and conforms to all zoning standards and other Ordinances and Resolutions of the City; and

WHEREAS, a Planning Commission public hearing was held on March 21, 2018, at which time all interested persons were given full opportunity to be heard and to present evidence; and

WHEREAS, a Planning Commission at the regular public hearing on March 21, 2018, recommended to the City Council approval; and

WHEREAS, the proposed project has been duly noticed; and

NOW, THEREFORE, BE IT RESOLVED, after due deliberation, study and public hearing, the City of Perris City Council finds as follows:

Section 1. The above recitals are all true and correct.

Section 2. On June 29, 2010, the City Council adopted Mitigated Negative Declaration 2284 for Development Plan Review 10-01-0008, Tentative Tract Map 36266 (10-01-0009), Conditional Use Permit 10-04-0001. Pursuant to guideline 15162 (previously adopted MND) of the California Environmental Quality Act (CEQA), when a MND has been adopted for a Project, no subsequent negative declaration shall be prepared for that Project unless the lead agency determines, on the basis of substantial evidence in light of the whole record, one or more of the following: (1) Substantial changes are proposed in the Project which will require major revisions of the previous adopted MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (2) Substantial changes occur with respect to the circumstances under which the Project was undertaken that will require major revisions of the previous MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous MND as certified as complete show that: (A) the Project will have one or more significant effects not discussed in the previous adopted MND; (B) significant effects previously examined will be substantially more severe than shown in the adopted MND; (C) mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, the Project proponents decline to adopt the mitigation measure or alternative; or (D) mitigation measures or alternatives which are

considerably different from those analyzed in the previous MND would substantially reduce one or more significant effects on the environment, but the Project proponents decline to adopt the mitigation measure or alternative. Staff has determined that the proposal is consistent with the original approved Project and would not require further CEQA analyses pursuant to Section 15162.

Section 3. Based on the information contained in the supporting exhibits for this Conditional Use Permit and Public Convenience or Necessity (PCN), this City Council finds:

Findings for Conditional Use Permit

- 1. The proposed location of the conditional use is in accord with the objectives of this Title and the purposes of the zone in which the site is located.**

The zoning and General Plan designation of the site is Community Commercial (CC) zone. The Commercial Community zone permits retail uses such as: supermarkets, food marts, convenience stores, drive-thru restaurants, retail business, and fueling stations through a Conditional Use Permit. Also, as conditioned, the Project meets the objectives of the commercial community zone by promoting service-oriented and retail business activities which will serve the entire City. Overall, the proposed buildings and future business are applicable and correlate with the General Plan Land Use designation of commercial community (CC). Therefore, through site design and as conditioned, the site location is in accordance with the objectives of Chapter 19.61 Conditional Use Permits and meets the purposes of the zone in which the site is located.

- 2. The proposed plan is consistent with the City's General Plan and conforms to all Specific Plans, zoning standards, applicable subdivision requirements, and other ordinances and resolutions of the City.**

The proposed use has been verified to be in compliance with the site design, setbacks, and fencing requirements of the Commercial Community zone. The Commercial Community zone permits retail based uses, which provide retail and shopping opportunities within the City. Through a conditional use permit, staff reviewed the Project in detail to ensure that the site design and future land uses coincide with the intent and the purpose of these requirements. As conditioned, the proposed plan is consistent with the City's General Plan, zoning standards, and ordinances, and resolutions of the City. Concerning applicable General Plan land use policies, the Project is consistent with General Plan Policy III.A by providing new commercial shopping and employment opportunities within the City.

- 3. The proposed location of the Conditional Use Permit and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.**

As conditioned, the proposed fueling station, drive-thru restaurant, drive-thru automated carwash, and sale of alcohol (beer and wine) will not be detrimental to the public health,

safety or welfare, or injurious to property and improvements in the vicinity or to the general welfare of the City. The Food Mart provides mandatory state-of-the art training for employees for security measures, and controls for the sale of alcohol and cigarettes, which are above and beyond the City's requirements. Also, development of the site at the southwest corner of San Jacinto Avenue and Redlands Avenue will include full outstanding street improvements along San Jacinto Avenue, on-site security lighting to improve the general welfare of the City.

4. The architecture proposed is compatible with community standards and protects the character of adjacent development.

The proposed architecture is compatible with community standards and protects the character of adjacent development. The Project is surrounded by vacant land to the west and east, the I-215 to the south. Currently, an existing gas station (Shell) located north across San Jacinto Avenue. The proposed shopping center surpasses the architecture in the vicinity in design, detail, color, material and aesthetics. This modification includes upgrading the existing roof material by replacing the metal seam roof with concrete shake tile. As conditioned, the proposed architecture meets and exceeds the commercial community design standards by providing architecturally enhanced building to include a variety of roof types ranging from parapets, hips, gables, decorative tile. Stone veneer provides architectural articulation, which enhances the entitled elevations and provides a clearly defined building with base, body, and cap. The site will also have decorative pavers and decorative lighting to enhance the aesthetics and character of the adjacent development.

5. The landscaping plan ensures visual relief and provides an attractive environment for the public's enjoyment.

Good quality landscaping is extensively provided throughout the site, including street trees along both San Jacinto Avenue and Redlands Avenue. Also, multi-layered landscaping including trees, shrubs and groundcover, which are proposed to be concentrated in proximity to both entrances. Also, approximately about 13% of the site will be landscaped. Moreover, the right-of-way along San Jacinto Avenue and Redlands Avenue shall be annexed into a landscape maintenance district (LMD) prior to final Certificate of Occupancy.

Additional Findings Required per PMC Section 19.65.040 Conditional Use Permit for the Sale of Alcoholic Beverages:

1. The location or the use shall not result in adverse impacts on park facilities, school facilities, existing religious land uses and/or existing residential land uses.

The proposed use as a Food Mart and fueling station conforms to the intent of the district, and a CUP is required for the fueling station use and sales of alcohol. The nearest school (*Palms Elementary*) is 1,500 feet away, located on Jarvis Street. Moreover, the proposed convenience store is more than 1,000 feet away from any church and school, which

coincidentally meets the distance standard for these uses as required by the Zoning Code. Overall, the proposal will not result in adverse impacts to school and religious institutions.

- 2. The traffic increases associated with the use will not result in potential hazards to existing pedestrian and/or vehicular traffic.**

The project will not increase traffic associated with the Project which would result in potential hazards to existing pedestrian and/or vehicular traffic. The proposed land use as a Food Mart in this location along San Jacinto and Redlands Avenue was anticipated and analyzed by the EIR prepared for the City of Perris General Plan (2030) Land Use and Circulation Element. The Project site is located along San Jacinto Avenue which provides a signalized intersection to prevent hazards to existing pedestrian and vehicular traffic. Moreover, the City Engineer has conditioned the shopping center Project to construct right-of-way improvements such as: curb, gutter, and sidewalk to provide additional pedestrian safety.

- 3. The establishment shall not constitute an enforcement problem to the City Police Department.**

The proposal was presented to the Perris Sheriff Department (Deputy Crawford) for comment by planning staff via telephone (January 24, 2018) which stated that no service calls were made within that area of Perris. The sheriff was also supportive of this alcohol license, since the applicant was a national gas station chain versus a dedicated liquor store establishment focused in selling alcohol.

- 4. The development conforms to all applicable provisions of this Code.**

The proposed project conforms to or exceeds all applicable provisions of this Code and the necessary Letter of Public Convenience or Necessity (PCN) for an ABC Type 20 License for Off-Site Consumption. See the Findings below regarding the PCN.

Findings for a Letter of Public Convenience or Necessity (PCN):

- 1. The sale of alcohol at this Convenience Store will be a public convenience.**

Five (5) of the licenses in the census tract are within a quarter of a mile from the proposed Food Mart. However, all five (5) are located south across the I-215 freeway within the Perris Downtown Specific Plan 4th Street gateway area. The other establishment with a license called Nuevo Market in the unincorporated area town of Nuevo is a significant distance from the site, which is approximately 5 miles northeast of the site. The Chevron Food Mart proposes to sell beer and wine for the convenience of its patrons that will already be in the store for groceries and general merchandise, and making purchases of gasoline. Also, the Food Mart will provide an additional source of fresh foods within that area that the other similar gas stations and liquor stores do not provide. For quick trips and when a gasoline purchase is necessary, the public will find the Food Mart more convenient due to the occasional incidental purchase of alcohol in relation to the sale of general merchandise, fuel, and groceries.

- 2. The approval of a new license for the off-sale of beer and wine is an ancillary use to a general merchandise store and will not have a disproportionate impact on adjacent residential neighborhoods or sensitive uses.**

Less than 4% of Food Mart store area is devoted exclusively for the sale of beer and wine. The sale of beer and wine is ancillary and patrons will incidentally purchase beer and wine in association with the sale of general merchandise such as fuel and groceries. Based on the small floor area of alcohol display, no disproportionate impact is anticipated to adjacent residential properties, schools, or churches.

- 3. The approval of the sale of beer and wine at the Chevron at San Jacinto Avenue and Redlands Avenue will not result in an adverse impact on public health, safety, or welfare.**

The location or the use will not result in adverse impacts on public health, safety or welfare in that the subject business is a grocery/retail store within minimal area allocated to beer and wine sales. This proposal was routed to the Perris Sheriff Department (Deputy Crawford) for review and comment and a public hearing notice was mailed to adjacent property owners within 300 feet of the subject site. To date, staff has not received any comments from the public, and the Perris Sheriff Department has stated it has no objection to this proposal with implementation of conditions of approval for the sale of alcohol.

Section 4. The City Council finds the Major Modification to Development Plan Review 10-01-0008 and Conditional Use Permit 18-05005 does not trigger changes to the previously adopted Mitigated Negative Declaration (2284) pursuant to Section 15162, no further CEQA action is required and approve Major Modification to Development Plan Review 10-01-0008 and Conditional Use Permit 18-05005, based on the findings presented herein.

Section 5. The City Council declares that should any provision, section, paragraph, sentence, or word of this Resolution 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 Resolution shall remain in full force and effect.

Section 6. The Mayor shall sign and the Secretary shall certify to the passage and adoption of this Resolution.

ADOPTED, SIGNED and APPROVED this 10th day of April 2018.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, **Nancy Salazar**, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Ordinance Number ____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held on April 10, 2018, by the following called vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

City Clerk, Nancy Salazar

Attachment: Planning, Engineering Conditions of Approval



CITY OF PERRIS

HABIB MOTLAGH, CITY ENGINEER

CONDITIONS OF APPROVAL

P8-1143

March 5, 2018, **Revised March 30, 2018**

TTM 36266, CUP 18-05005, and MM18-05004

With respect to the Conditions of Approval for the above referenced project, the City of Perris requires that the developer provide the following street improvements and/or road dedication in accordance with the City of Perris Municipal Code Title 18. It is understood that the site plan and the map correctly show all existing and proposed easements, traveled ways, rights-of-way, and drainage courses with appropriate Q's and that their omission may require the map to be resubmitted for further consideration. These Ordinances and the following conditions are essential parts and requirement occurring in ONE is as binding as though occurring in all. They are intended to be complimentary and to describe the conditions for a complete design of the improvements. Unless otherwise noted, all offsite improvements as conditioned shall be installed prior to issuance of any occupancy permits. All questions regarding the true meaning of the conditions shall be referred to the City Engineer's office.

1. This project is located within the limits of the Perris Valley and San Jacinto River drainage plan for which drainage fees have been adopted. Drainage fees shall be paid to the City of Perris prior to issuance of a permit. Fees are subject to change and shall be in the amount adopted at the time of issuance of the permit.
2. The project's grading shall be in a manner to perpetuate existing drainage patterns, any deviation from this, concentration or increase in runoff must have approval of adjacent property owners. Drainage easements shall be obtained from effected property owners or if within this site, shall be shown on the final map. The applicant shall accept the offsite runoff and convey to acceptable outlet.
3. The incremental increase in runoff between developed and undeveloped state (100-year) and the nuisance runoff shall be retained within onsite private detention basin and discharged to adequate outlet as approved by City and pursuant to Riverside County Flood Control standards.

4. Onsite landscape area(s) and basin(s) shall be designed in a manner to collect the onsite nuisance runoff.
5. Prior to issuance of any permit, the developer shall sign the consent and waiver forms to join the lighting and landscape districts. The developer shall maintain all on and offsite landscaping with exception of median improvements which will be included in landscape maintenance. The proposed offsite streetlights and portions of new signals shall be maintained by City and cost paid for by the property owners through annexation to lighting and landscaping districts. In the event RCFC does not maintain the offsite drainage facilities, it shall be annexed to Flood control District for maintenance.
6. Existing power poles within the project site or along the project boundary (under 66kv), if any, shall be removed and cables undergrounded. All other utility poles, if any, shall be removed and utilities undergrounded.
7. Streetlights shall be installed along San Jacinto Avenue, Redlands Blvd. adjacent to the site and on both sides of streets as approved by City Engineer per City of Perris standards. Street lights shall be prepared by Electric Engineer and shall be LS3, LED.
8. This project is located within EMWD's water and sewer service area. The applicant shall install water and sewer facilities as required by EMWD and Fire Department.
9. The applicant shall submit to City Engineer the following for his review:
 - a. Street Improvement Plans
 - b. Signing, Striping, and Signal Plans
 - c. Onsite Grading Plans, SWPPP, and Erosion Control Plan
 - d. Water and Sewer Plans
 - e. Drainage Plans, Hydrology and Hydraulic Reports
 - f. Streetlight Plan
 - g. Final WQMP

The project's design shall be in compliance with EMWD and Riverside County Standards and coordinated with approved plans for adjacent developments.

10. All pads shall be graded to be a minimum of 1' above 100-year calculated water surface or adjacent finished grade and in compliance with criteria established by RCFC.
11. All grading and drainage improvements shall comply with NPDES and Best Management Practices. Erosion control plans shall be prepared and submitted to Water Quality Board and the City as part of the grading plans.

12. 6' wide (meandering for San Jacinto Avenue) concrete sidewalk, handicap ramps, and driveways shall be installed pursuant to Riverside County and ADA standards. All driveway approaches shall be constructed per Riverside County standards for Commercial Driveway (Std. 207A) and comply with the ADA requirements.
13. Construction of Master Planned Underground Drainage Facilities (Line "O") along San Jacinto Avenue from westerly property line and connection to Perris Valley Channel will be required. Prior to start of design of these facilities, the applicant's engineer shall meet with Flood Control to understand to design criteria established by Flood Control for such facilities. All such improvement plans and drainage reports shall be reviewed and approved by RCFC and City of Perris. To eliminate nuisance runoff from cross gutters, installation of catch basins and connection to Line "O" at the intersection of all new driveways and all existing and proposed intersections along San Jacinto Avenue shall be required and installed. In the event construction of Line "O" per Master Plan is not feasible due to condition of the outlet points (Perris Valley Channel), the applicant shall be responsible to collect the nuisance runoff from north and south sides of intersection of Redlands via catch basins and at all existing and proposed driveways and connect to adequate outlet as determined by City Engineer.

Construction of adequate drainage improvements adjacent to the westerly boundary of this property and the easterly right-of-way of I-215 shall be required to protect this project from the flows contributing from 215 and beyond. These facilities shall be discharged to adequate outlet.

14. All onsite drainage runoff shall be collected via onsite underground facilities and conveyed to proposed onsite basin(s) and discharged to adequate facilities.
15. San Jacinto Avenue from westerly property line to Redlands Avenue shall be fully improved (along north side) within 50' ½-width right-of-way with curb and gutter located 32' from centerline, and raised landscape median. The median shall be constructed to allow left turn (out) for the carwash driveway and the westerly end of the loop driveway adjacent to old Redlands Avenue including left turn pocket for the proposed access openings to the site. Additional widening along the north side shall be provided if necessary to meet these requirements. The improvement to San Jacinto Avenue shall include removal/upgrade of existing traffic signal to provide minimum of one left turn lane (all directions) at intersection with Redlands Avenue. The existing pavement adjacent to service station may be improved with 0.15' grind overlay.

- a. Existing improvements if in conflict with above conditions shall be removed and replaced. The existing pavement along San Jacinto Avenue (south side) shall be removed and replaced, the existing pavement along north side shall be grind and overlay.
 - b. Various width landscape median along San Jacinto Avenue adjacent to the site shall be installed as approved by City Engineer to accommodate left turn movements at intersections and driveways as stated above. The landscaping plans shall be reviewed and approved by Planning Department.
 - c. Prior to issuance of any permit, the existing onsite utilities (above and below ground) shall be relocated and replaced as determined by utility purveyors.
16. Driveways shall be installed per Riverside County Standard No. 207A.
 17. RTA bus stops shall be provided along San Jacinto Avenue (each direction) if required as determined by the City Engineer and RTA.

Habib Motlagh
Habib Motlagh
City Engineer

PLANNING COMMISSION
AGENDA SUBMITTAL

Meeting Date: March 21, 2018

SUBJECT: Major Modification (MM) 18-05004, Conditional Use Permit (CUP) 18-05005, and Letter of Public Convenience and Necessity (PCN) – The Project is a Major Modification to the *Perris Commons* project (i.e. DPR 10-01-0008) to reconfigure the site layout, and reduce the overall entitled square footage from 48,778 SF to 34,940 SF located at the southwest corner of Redlands Avenue and San Jacinto Road. The Conditional Use Permit is to permit the sale of beer and wine (type 20) in conjunction with a food mart/fueling station, an automated drive-through car wash, and a drive-through restaurant pad. Applicant: Lewis Retail Centers.

REQUESTED ACTION: ADOPT Resolution No. 18-09 recommending that City Council find no further CEQA action is required pursuant to Section 15162 where a Mitigated Negative Declaration (MND 2284) has been adopted, and it was determined the project does not trigger substantial changes from the previously approved project, and approve Major Modification 18-05004 and Conditional Use Permit 18-05005, based on the findings contained in the Resolution and attached exhibits.

CONTACT: Dr. Grace Williams, Director of Planning and Economic Development 

BACKGROUND/DISCUSSION:

The applicant, *Lewis Retail Centers*, is proposing a Major Modification to the *Perris Commons* project (i.e. DPR 10-01-0008) that was approved by the City Council on June 29, 2010 and rescind Conditional Use Permit 10-01-001. The original approval included DPR 10-01-0008, Tentative Tract Map 36266, and Conditional Use Permit 10-04-0001 for a 48,778 SF retail center. DPR 10-01-0008 entitled a 29,728 SF retail building and 14,550 SF drug store, while CUP 10-04-001 entitled a 4,000 SF drive-through restaurant. Also, the original approval included a total of 237 parking stalls and 31,343 SF of on-site landscaping. The Tentative Tract Map (TTM 36266) included a proposal to subdivide 5.25 acres into six (6) commercial parcels to include a recorded reciprocal access and parking agreement. The proposed changes, herein referred to collectively as "Project," include the following:

- Reduce the overall entitled square footage from 48,778 SF to 34,940 SF.
- Increase the overall parking from 237 parking stalls to 245 parking stalls.
- Increase the overall landscaped area from 31,343 SF to 32,495 SF.
- Modify DPR 10-01-0008 to provide a 27,600 SF of retail space and remove the 14,500 SF drug store.
- Rescind CUP 10-04-001.
- Propose CUP 18-05005 that includes a 2,600 SF drive-through restaurant and replace the 14,550 SF drug store site with a 3,200 SF Food Mart/Gas Station with an attached 1,540 SF automated carwash. The new CUP allows for the sale of beer and wine at the Food Mart/Fueling Station. Issue a Public Convenience or Necessity (PCN) letter for the over-concentration of off-site sale of beer and wine.

The Project site is located at the southwest corner of San Jacinto Avenue and Redlands Avenue, north of the Perris Downtown Specific Plan across the I-215 freeway bounded by vacant land to the west and east, I-215 to the south, and an existing fueling station/convenience store (Shell Gas Station) to the north. The Project

site is currently vacant and accessible through a paved San Jacinto Avenue. The Project is required to improve San Jacinto Avenue with curb, gutter, and sidewalk along the street frontage.

No further CEQA action is required pursuant to Section 15162 where a Mitigated Negative Declaration (MND 2284) has been adopted, and it was determined the project does not trigger substantial changes from the previously approved project.

BUDGET (or FISCAL) IMPACT: Cost for staff preparation of this item, cost of construction and payment of impact fees are covered by the applicant.

Prepared by: Nathan Perez, Associate Planner *(Signature)*
Reviewed by: Kenneth Phung, Planning Manager *(Signature)*

Public Hearing: March 21, 2018

**CITY OF PERRIS
DEVELOPMENT SERVICES DEPARTMENT
PLANNING DIVISION**

PROJECT REPORT

CASE NUMBER: Major Modification 18-05004, Conditional Use Permit 18-05005, and a Letter of Public Convenience or Necessity (PCN)

Environmental Determination: No further CEQA action is required pursuant to Section 15162 where a Mitigated Negative Declaration (MND 2284) has been adopted, and it was determined the Project does not trigger substantial changes from the previously approved Project.

Date: March 21, 2018 - Planning Commission

Project Planner: Nathan Perez, Associate Planner

Applicant: Greg Palaski
1990 S. Bundy Drive, Suite 400
Los Angeles, CA 90025

Owner: Timothy Reeves
Lewis Retail Centers
1156 N. Mountain Avenue
Upland, CA 91785

Location: Southwest corner of San Jacinto and Redlands Avenue

PROJECT DESCRIPTION: A Major Modification to the Perris Commons Project by reconfiguring the layout and reducing the overall entitled square footage from 48,778 SF to 34,940 SF. consisting of 27,600 SF of retail space, 2,600 SF for a drive-through restaurant, 3,200 SF for a Food Mart/Fueling Station with an attached 1,540 SF automated carwash. The CUP is for the sale of sell beer and wine (type 20) in conjunction with the convenience store, the automated drive-through car wash, and a 2,600 SF drive-thru restaurant pad. The Public Convenience or Necessity (PCN) is for the over-concentration of off-site sale of beer and wine.

Acreage: Total of 5.25 acres
APN: 310-100-041 0.32 acres
APN: 310-100-064 0.3 acres
APN: 310-100-065 0.4 acres
APN: 310-100-066 0.54 acres
APN: 310-100-067 3.61 acres
APN: 310-100-068 0.71 acres

Related Cases: Development Plan Review 10-01-0008
Tentative Tract Map 36266 (10-01-0009)
Conditional Use Permit 10-04-0001

ZONING AND LAND USE:

Existing Zoning: Commercial Community (CC) zone

Surrounding Zoning:

North: CC – Commercial Community

South: Downtown Perris Specific Plan – 4th Street Gateway

East: CC – Commercial Community

West: CC – Commercial Community

Existing Land Use: Vacant, Undeveloped land

Surrounding Land Uses: North: Gas Station and Vacant Land

South: I-215 Freeway

East: Vacant Land

West: Vacant Land

PROJECT REVIEW AND BACKGROUND

The applicant, *Lewis Retail Centers*, is proposing a Major Modification to the *Perris Commons* project (i.e. DPR 10-01-0008) that was approved by the City Council on June 29, 2010 and rescind Conditional Use Permit 10-01-001. The original approval included DPR 10-01-0008, Tentative Tract Map 36266, and Conditional Use Permit 10-04-0001 for a 48,778 SF retail center. DPR 10-01-0008 entitled a 29,728 SF retail building and 14,550 SF drug store, while CUP 10-04-001 entitled a 4,000 SF drive-through restaurant. Also, the original approval included a total of 237

parking stalls and 31,343 SF of on-site landscaping. The Tentative Tract Map (TTM 36266) included a proposal to subdivide 5.25 acres into six (6) commercial parcels to include a recorded reciprocal access and parking agreement. The proposed changes, herein referred to collectively as "Project," include the following:

- Reduce the overall entitled square footage from 48,778 SF to 34,940 SF.
- Increase the overall parking from 237 parking stalls to 245 parking stalls.
- Increase the overall landscaped area from 31,343 SF to 32,495 SF.
- Modify DPR 10-01-0008 to provide a 27,600 SF of retail space and remove the 14,500 SF drug store.
- Rescind CUP 10-04-001.
- Propose CUP 18-05005 that includes a 2,600 SF drive-through restaurant and replace the 14,550 SF drug store site with a 3,200 SF Food Mart/Gas Station with an attached 1,540 SF automated carwash. The new CUP allows for the sale of beer and wine at the Food Mart/Fueling Station. Issue a Public Convenience or Necessity (PCN) letter for the over-concentration of off-site sale of beer and wine.

The Project site is located at the southwest corner of San Jacinto Avenue and Redlands Avenue, north of the Perris Downtown Specific Plan across the I-215 freeway bounded by vacant land to the west and east, I-215 to the south, and an existing fueling station/convenience store (Shell Gas Station) to the north. The Project site is currently vacant and accessible through a paved San Jacinto Avenue. The Project is required to improve San Jacinto Avenue with curb, gutter, and sidewalk along the street frontage.

PROJECT ANALYSIS AND REVIEW

GENERAL PLAN CONSISTENCY

According to the City of Perris General Plan (2030), the Project site is designated as Commercial Community (CC), which allows commercial and retail shopping centers. Also, the City of Perris General Plan (2030) includes land use policies which relate to discretionary approvals such as Conditional Use Permits and Major Modifications. The proposed CUP and Major Modification relates with: Policy III.A of the General Plan to "accommodate diversity in the local economy" by providing new commercial shopping and employment opportunities within the City. The Project allows for future commercial development, which would provide retail commercial opportunities and retail-based jobs within the vicinity of the area, to enhance diversity in the local economy. Therefore, the Project would be consistent with Policy III.A of the General Plan Land Use Element.

SITE DESIGN

The Project consist of 34,940 SF of commercial building area with 247 standards parking stalls. The proposed commercial development includes: one (1) major retail with two (2) shops, one (1) fueling station/Food Mart, one (1) automated carwash, and a drive-thru restaurant pad. The following table summarizes the proposed square footages.

Buildings	Bldg. SF
Retail	15,000 SF
Shops 1	5,670 SF
Shops 2	6,930 SF
Food Mart/Carwash	4,740 SF
Pad "A"	2,600 SF
Total	34,940 SF

The Project will preserve two (2) points of access along San Jacinto Avenue, and restrict access along Redlands Avenue. Both entries to the site will provide decorative pavement with a wider entrance width of thirty-five (35) feet to accommodate delivery truck access. Also, all drive isles are 25 feet wide to provide two-way passenger vehicle access with the exception of 30 foot wide drive isles aligning with main entrances.

The buildings are situated along the south portion of the property to conceal all truck loading dock facing towards the rear of the site. Also, the fueling station canopy situated away from Redlands Avenue behind the Food Mart/Carwash building to include dense landscaping, along the corner of San Jacinto and Redlands Avenue. In addition, a combination of landscaping is provided along the perimeter of the shopping center to buffer the perimeter block wall from paved parking lot areas.

The Project includes: decorative lighting, screen walls, enhanced landscaping, decorative trash enclosures, and a decorative six (6) foot high split-face block wall along the west, east, and south property line. The parking lot area includes light poles with low-pressure sodium lighting and horizontal cutoff shields for illumination and security. Car stacking for the drive-thru restaurant and automated carwash accommodates eight (8) cars within the drive-thru lane to avoid blocking traffic along drive isles.

DEVELOPMENT STANDARDS

The proposed shopping center lot coverage, floor area ratio (FAR), structure height, and setbacks comply with the Community Commercial (CC) zoning standards. The CC zone permits a maximum Floor Area Ratio (FAR) of 75%, and a maximum lot coverage of 50%. The Project proposes 18% coverage which does not exceed the CC zone requirement for FAR and lot coverage. The proposed building setbacks of 40 feet comply with the minimum setback of 10 feet from San Jacinto Avenue and Redlands Avenue. See table below for additional standards:

Development Standard	Required	Provided	Complies?
Lot Coverage	50 % max	18%	Yes
Floor Area Ratio (FAR)	75% max	18%	Yes
Structure Height	45 feet max	35 feet or less	Yes
Front Setback (San Jacinto Avenue)	10 feet min (secondary arterials)	40 feet (Food Mart building)	Yes

Side Setback (Redlands Avenue)	If loading and unloading areas are provided, then 25 feet rear setback is required	28 feet	Yes
Rear Setback (facing I-215 freeway)	None	N/A	N/A

Overall, the Project complies with P.M.C. 19.38 (Commercial Community) development standards for: setbacks, structure height, lot coverage, and floor area ratio (FAR).

PARKING AND CIRCULATION

The Parking and Loading Standards of the Perris Zoning Code (Section 19.69) requires that all commercial development provide off-street parking. This code section requires one (1) parking space for 250 square feet of commercial floor area, ten (10) spaces for an automated carwash, and one (1) space for every 50 square feet of dining or serving area, plus 10 additional spaces for drive-in fast food restaurants.

The parking calculation includes a total of 30,800 SF of commercial, a 1,540 SF automated carwash, a 2,600 SF drive-thru restaurant pad. The drive-thru restaurant pad proposes 1,450 SF of dining area. Based on these square footages, the Project requires a total of 203 standard parking spaces. The proposed site plan provides 245 parking spaces which exceeds the parking requirement by 42 parking spaces.

<i>Use</i>	<i>Square footage of use</i>	<i>City Ratio</i>	<i>Spaces Required</i>
Neighborhood Shopping center	30,800 SF (not to include gas station canopy and 1,540 SF carwash)	Neighborhood or community shopping center: 1 space for 200 SF	154 spaces
Automobile washing (full service automatic)	N/A	10 spaces	10 spaces
Drive-in, fast food restaurants	1,450 SF of dining or service area	1 space for every 50 SF of dining or serving area, plus 10 additional spaces.	39 spaces
Total Parking Spaces Required			203 spaces
Total Parking Spaces Provided			245 spaces

Also, the site complies with the disabled access parking requirement of one (1) stall for the first 25 parking spaces for a total of eight (8). Overall, the parking provided exceeds the zoning code requirement for off-street parking.

The *Commons Shopping Center* Project access is provided on San Jacinto Avenue by two (2) driveway approaches. Access is restricted along Redlands Avenue since *Cal Trans* prohibits driveway approaches in close proximity to freeway on-ramps. The site provides ample circulation for large vehicles, including fueling and delivery trucks. The Project will require San Jacinto Avenue to be fully improved (along the Project site) within the 50 foot wide right-of-way to include: a curb, meandering sidewalk, and gutter located 32' from centerline. Moreover, San Jacinto Avenue shall include removal/upgrade of the existing traffic signal to ultimate design and installation along the Project site. Also, the Project requires no right-of-way improvements along Redlands Avenue since *Cal Trans* previously installed a curb, gutter, and sidewalk in conjunction with widening the adjacent freeway on-ramp.

BUILDING ELEVATIONS

The proposed architectural style of the Project is consistent with the approved *Venue at Perris* Project (DPR 08-04-0016) east across Redlands Avenue with the exception of the roof material and metal vine rails to break up the monotony of the wall expanses. The roof material is enhanced with concrete shake tile to replace the original standing seam metal roof. Additionally, a porte-cochere is integrated with the drive-thru restaurant elevation to correspond with recently constructed drive-thru restaurants within the city. All building heights range from 23 feet to 35 feet in height to avoid a flat roofline by including parapet walls to conceal all rooftop mechanical equipment from public view.

The proposed building elevations provide a variety of roof types ranging from parapets, hips, gables, decorative tile, and veneer to provide more architectural articulation, which enhance the elevations. Furthermore, the proposed architectural detail and materials of the shopping center include:

1. Textured stucco (plaster finish)
2. Foam cornices with plaster finish
3. Multi-colored fabric awnings
4. Veneer columns at all entrances
5. Larger facades to allow channel letter signage
6. Decorative lighting fixtures and tile
7. Decorative roll up sectional doors with windows to carwash
8. Decorative veneer on gas station canopy columns

Canvas canopies are provided to clearly define the entrances to each suite. Also, the fueling station canopy incorporates a decorative cornice material along the roofline to coincide with recently constructed gas stations. Overall, the elevations include the following architectural features, which define the building's base, body, and cap which is consistent with the architectural standards envisioned for commercial Projects.

LANDSCAPING

The proposed conceptual landscape plan indicates 32,495 square feet of landscaping. The landscape coverage equates to 14% of the site, exceeding the Commercial Community landscape requirement of 10%. All new landscaping shall comply with AB 325 standards for water conservation that require drought-resistant and California-climate friendly tree and plant material. A large area of landscaping to include ground cover, shrubs, and shade trees are provided at the

corner of San Jacinto Avenue and Redlands, which includes landscaping along the right-of-way. All parking lot areas shall provide a minimum of 36-inch box or larger for 30% of the proposed shade trees at a rate of one (1) per six (6) parking stalls. Along San Jacinto Avenue, the development shall include a 36" high shrub border (5-gallon shrubs) to conceal drive-thru lanes and parking from public view. Also, all BMPs (best management practices) and water quality basins will include landscape and automatic irrigation. Overall, the conceptual landscape plans adhere to P.M.C. 19.70 (Landscape and Irrigation) requirements for landscape and irrigation and are subject to the review and approval of the Planning Division prior to issuance of building permits.

LETTER OF PUBLIC CONVENIENCE OR NECESSITY (PCN)

The applicant is requesting approval of Conditional Use Permit 18-05005 and a Letter of Public Convenience or Necessity (PCN) to allow an Alcohol Beverage Control Type 20 (Off-Beer and Wine) license in conjunction with a proposed fueling station/Food Mart located at the southwest corner of San Jacinto Avenue and Redlands Avenue. The subject site is located within Census Tract 0427.19, where Alcohol Beverage Control concentration standards allow a maximum of two (2) off-sale licenses. Currently, there are currently six (6) active off-sale licenses within the census tract. When a census tract is determined by the Alcohol Beverage Control (ABC) to be within an area of "undue concentration" for off-sale licenses, the City is required to make findings to support the proposed sale of alcoholic beverages as being in the interest of Public Convenience or Necessity. These findings are provided on page 10 and 11 of this report. The existing six (6) businesses are described in the table below:

Off-Site Alcohol Licenses within Census Tract # 0427.19			
	Business Name	Address	License Type
1	Chevron Station	428 S. Redlands Ave., Perris	Type 20 (Beer and Wine)
2	California Minimart	511 E 4 th Street, Perris	Type 20 (Beer and Wine)
3	Rio Ranch Market	460 E 4 th Street, Perris	Type 20 (Beer and Wine)
4	S & K Liquor	360 E 4 th Street, Perris	Type 21 (General)
5	Nuevo Market	29616 Nuevo Road, Nuevo	Type 21 (General)
6	7-Eleven	525 E. 4 th Street, Perris	Type 20 (Beer and Wine)

Currently, five (5) of the licenses are within half a mile of the proposed Food Mart. One establishment called Nuevo Market is approximately five (5) miles northeast of the site in the unincorporated town of Nuevo.

The Food Mart will be a 24-hour convenience store featuring fresh food and bakery items in addition to the usual grocery and convenience store items. Beer and wine sales will be limited to less than 4% of the sales floor area. Based on the location of the existing licensed establishments, the subject business will be a medium-sized Food Mart store serving families in this area. Except for Rio Ranch Market, which is approximately a quarter mile west from the Project site, the remaining existing off-site alcohol establishments consist of gas stations and liquor stores. However, subject property proposes to sell beer and wine for the convenience of its patrons that shop for groceries and

general merchandise. This type Food Mart retail store is unique and provides services not found nearby. Also, this proposal was presented by Planning Staff to the Riverside County Sheriff Department for review and comment. Planning Staff was contacted by Deputy Crawford from the Riverside County Sheriff (Perris Station) which had no objection to the sale of alcohol since the establishment is a national fueling station franchise and not a dedicated liquor store. Per PMC 19.54.20 (k), the Planning Commission is authorized to approve or deny any requests for determination of public convenience or necessity in conjunction to a Conditional Use Permit (CUP). The proposed Food Mart is subject to the Planning Conditions of Approval which is included with the request for a letter of Public Convenience or Necessity (PCN) to permit the sale of alcoholic beverages (Type 20 ABC Beer and Wine License).

AIRPORT LANDUSE CONSISTENCY

The Project is located within the March Air Reserve Base/Inland Port Airport Influence Area (March AIA) Zone D and Perris Valley Airport Compatibility Plan Influence Area (AIA) Zone E. The Project complies with both the 2014 March ARB/IP Land Use Compatibility Plan (March ALUCP) and Perris Valley Airport Compatibility Plan. Both March AIA zone D and Perris Valley Airport AIA zone E have no people per acre restrictions or commercial development restrictions.

ENVIRONMENTAL DETERMINATION

On June 29, 2010, the City Council adopted Mitigated Negative Declaration 2284 for Development Plan Review 10-01-0008, Tentative Tract Map 36266 (10-01-0009), Conditional Use Permit 10-04-0001. Pursuant to guideline 15162 (previously adopted MND) of the California Environmental Quality Act (CEQA), when a MND has been adopted for a Project, no subsequent negative declaration shall be prepared for that Project unless the lead agency determines, on the basis of substantial evidence in light of the whole record, one or more of the following: (1) Substantial changes are proposed in the Project which will require major revisions of the previous adopted MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (2) Substantial changes occur with respect to the circumstances under which the Project was undertaken that will require major revisions of the previous MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous MND as certified as complete show that: (A) the Project will have one or more significant effects not discussed in the previous adopted MND; (B) significant effects previously examined will be substantially more severe than shown in the adopted MND; (C) mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, the Project proponents decline to adopt the mitigation measure or alternative; or (D) mitigation measures or alternatives which are considerably different from those analyzed in the previous MND would substantially reduce one or more significant effects on the environment, but the Project proponents decline to adopt the mitigation measure or alternative. Staff has determined that the proposal is within the scope of the previously adopted MND, and the proposed changes do not require further mitigation.

MANDATORY FINDINGS FOR APPROVAL

A. Findings for Conditional Use Permit

- 1. The proposed location of the conditional use is in accord with the objectives of this Title and the purposes of the zone in which the site is located.**

The zoning and General Plan designation of the site is Community Commercial (CC) zone. The Commercial Community zone permits retail uses such as: supermarkets, food marts, convenience stores, drive-thru restaurants, retail business, and fueling stations through a Conditional Use Permit. Also, as conditioned, the Project meets the objectives of the commercial community zone by promoting service-oriented and retail business activities which will serve the entire City. Overall, the proposed buildings and future business are applicable and correlate with the General Plan Land Use designation of commercial community (CC). Therefore, through site design and as conditioned, the site location is in accordance with the objectives of Chapter 19.61 Conditional Use Permits and meets the purposes of the zone in which the site is located.

- 2. The proposed plan is consistent with the City's General Plan and conforms to all Specific Plans, zoning standards, applicable subdivision requirements, and other ordinances and resolutions of the City.**

The proposed use has been verified to be in compliance with the site design, setbacks, and fencing requirements of the Commercial Community zone. The Commercial Community zone permits retail based uses, which provide retail and shopping opportunities within the City. Through a conditional use permit, staff reviewed the Project in detail to ensure that the site design and future land uses coincide with the intent and the purpose of these requirements. As conditioned, the proposed plan is consistent with the City's General Plan, zoning standards, and ordinances, and resolutions of the City. Concerning applicable General Plan land use policies, the Project is consistent with General Plan Policy III.A by providing new commercial shopping and employment opportunities within the City.

- 3. The proposed location of the Conditional Use Permit and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.**

As conditioned, the proposed fueling station, drive-thru restaurant, drive-thru automated carwash, and sale of alcohol (beer and wine) will not be detrimental to the public health, safety or welfare, or injurious to property and improvements in the vicinity or to the general welfare of the City. The Food Mart provides mandatory state-of-the art training for employees for security measures, and controls for the sale of alcohol and cigarettes, which are above and beyond the City's requirements. Also, development of the site at the southwest corner of San Jacinto Avenue and Redlands Avenue will include full outstanding street improvements along San Jacinto Avenue, on-site security lighting to improve the general welfare of the City.

4. The architecture proposed is compatible with community standards and protects the character of adjacent development.

The proposed architecture is compatible with community standards and protects the character of adjacent development. The Project is surrounded by vacant land to the west and east, the I-215 to the south. Currently, an existing gas station (Shell) located north across San Jacinto Avenue. The proposed shopping center surpasses the architecture in the vicinity in design, detail, color, material and aesthetics. This modification includes upgrading the existing roof material by replacing the metal seam roof with concrete shake tile. As conditioned, the proposed architecture meets and exceeds the commercial community design standards by providing architecturally enhanced building to include a variety of roof types ranging from parapets, hips, gables, decorative tile. Stone veneer provides architectural articulation, which enhances the entitled elevations and provides a clearly defined building with base, body, and cap. The site will also have decorative pavers and decorative lighting to enhance the aesthetics and character of the adjacent development.

5. The landscaping plan ensures visual relief and provides an attractive environment for the public's enjoyment.

Good quality landscaping is extensively provided throughout the site, including street trees along both San Jacinto Avenue and Redlands Avenue. Also, multi-layered landscaping including trees, shrubs and groundcover, which are proposed to be concentrated in proximity to both entrances. Also, approximately about 13% of the site will be landscaped. Moreover, the right-of-way along San Jacinto Avenue and Redlands Avenue shall be annexed into a landscape maintenance district (LMD) prior to final Certificate of Occupancy.

B. Additional Findings Required per PMC Section 19.65.040 Conditional Use Permit for the Sale of Alcoholic Beverages:

1. The location or the use shall not result in adverse impacts on park facilities, school facilities, existing religious land uses and/or existing residential land uses.

The proposed use as a Food Mart and fueling station conforms to the intent of the district, and a CUP is required for the fueling station use and sales of alcohol. The nearest school (*Palms Elementary*) is 1,500 feet away, located on Jarvis Street. Moreover, the proposed convenience store is more than 1,000 feet away from any church and school, which coincidentally meets the distance standard for these uses as required by the Zoning Code. Overall, the proposal will not result in adverse impacts to school and religious institutions.

2. The traffic increases associated with the use will not result in potential hazards to existing pedestrian and/or vehicular traffic.

The project will not increase traffic associated with the Project which would result in potential hazards to existing pedestrian and/or vehicular traffic. The proposed land use as a Food Mart in this location along San Jacinto and Redlands Avenue was anticipated and analyzed by the EIR prepared for the City of Perris General Plan (2030) Land Use and Circulation Element. The Project site is located along San Jacinto Avenue which provides

a signalized intersection to prevent hazards to existing pedestrian and vehicular traffic. Moreover, the City Engineer has conditioned the shopping center Project to construct right-of-way improvements such as: curb, gutter, and sidewalk to provide additional pedestrian safety.

- 3. The establishment shall not constitute an enforcement problem to the City Police Department.**

The proposal was presented to the Perris Sheriff Department (Deputy Crawford) for comment by planning staff via telephone (January 24, 2018) which stated that no service calls were made within that area of Perris. The sheriff was also supportive of this alcohol license, since the applicant was a national gas station chain versus a dedicated liquor store establishment focused in selling alcohol.

- 4. The development conforms to all applicable provisions of this Code.**

The proposed Project conforms to or exceeds all applicable provisions of this Code and the necessary Letter of Public Convenience or Necessity (PCN) for an ABC Type 20 License for Off-Site Consumption. See the Findings below regarding the PCN.

C. Findings for a Letter of Public Convenience or Necessity (PCN):

- 1. The sale of alcohol at this Convenience Store will be a public convenience.**

Five (5) of the licenses in the census tract are within a quarter of a mile from the proposed Food Mart. However, all five (5) are located south across the I-215 freeway within the Perris Downtown Specific Plan 4th Street gateway area. The other establishment with a license called Nuevo Market in the unincorporated area town of Nuevo is a significant distance from the site, which is approximately 5 miles northeast of the site. The Chevron Food Mart proposes to sell beer and wine for the convenience of its patrons that will already be in the store for groceries and general merchandise, and making purchases of gasoline. Also, the Food Mart will provide an additional source of fresh foods within that area that the other similar gas stations and liquor stores do not provide. For quick trips and when a gasoline purchase is necessary, the public will find the Food Mart more convenient due to the occasional incidental purchase of alcohol in relation to the sale of general merchandise, fuel, and groceries.

- 2. The approval of a new license for the off-sale of beer and wine is an ancillary use to a general merchandise store and will not have a disproportionate impact on adjacent residential neighborhoods or sensitive uses.**

Less than 4% of Food Mart store area is devoted exclusively for the sale of beer and wine. The sale of beer and wine is ancillary and patrons will incidentally purchase beer and wine in association with the sale of general merchandise such as fuel and groceries. Based on the small floor area of alcohol display, no disproportionate impact is anticipated to adjacent residential properties, schools, or churches.

- 3. The approval of the sale of beer and wine at the Chevron at San Jacinto Avenue and**

Redlands Avenue will not result in an adverse impact on public health, safety, or welfare.

The location or the use will not result in adverse impacts on public health, safety or welfare in that the subject business is a grocery/retail store within minimal area allocated to beer and wine sales. This proposal was routed to the Perris Sheriff Department (Deputy Crawford) for review and comment and a public hearing notice was mailed to adjacent property owners within 300 feet of the subject site. To date, staff has not received any comments from the public, and the Perris Sheriff Department has stated it has no objection to this proposal with implementation of conditions of approval for the sale of alcohol.

RECOMMENDATION

Adopt Resolution No. 18-09 recommending that City Council find no further CEQA action is required pursuant to Section 15162 where a Mitigated Negative Declaration (MND 2284) has been adopted, and it was determined the Project does not trigger substantial changes from the previously approved Project, and approve Conditional Use Permit 18-05005 and Major Modification 18-05004, based on the findings contained in the Resolution and attached exhibits.

Attachments: Exhibit A – Conditions of Approval (Planning, City Engineer, Building Department, Fire)
Exhibit B – Vicinity Map
Exhibit C – Zoning Map
Exhibit D – Aerial Map of Site and Surrounding Land Uses
Exhibit E – Plans Set
Exhibit F – ABC Census Tract Map
Exhibit G – ABC Census Tract alcohol list
Exhibit H - Convenience Store Floor Plan
Exhibit I - Planning Resolution 18-09

**CITY OF PERRIS
DEVELOPMENT SERVICES DEPARTMENT
PLANNING DIVISION**

DRAFT CONDITIONS OF APPROVAL

**Major Modification 18-05004,
Conditional Use Permit 18-05005
and Letter of Public Convenience and Necessity (PCN) March 21, 2018**

PROJECT: Major Modification (MM) 18-05004, Conditional Use Permit (CUP) 18-05005, and Letter of Public Convenience and Necessity (PCN) – The Project is a Major Modification to the *Perris Commons* project (i.e. DPR 10-01-0008) to reconfigure the site layout, and reduce the overall entitled square footage from 48,778 SF to 34,940 SF located at the southwest corner of Redlands Avenue and San Jacinto Road. The Conditional Use Permit is to permit the sale of beer and wine (type 20) in conjunction with a food mart/fueling station, an automated drive-through car wash, and a drive-through restaurant pad. **Applicant:** Lewis Retail Centers.

General Requirements:

1. **Zoning Compliance.** The project shall conform to all requirements of the City of Perris Municipal Code Title 19, specifically to the Commercial Community (CC) zoning standards of Chapter 19.38 of the Municipal Code.
2. **Approved Development Plans.** Development of the premises, building elevations, colors and materials shall conform substantially to the approved set of plans prepared by Nadel Studio One, Inc. dated March 21, 2018.
3. **Conditional Use Permit and Major Modification Approval Period.** This approval shall be used within three (3) years of approval date; otherwise it shall become null and void and of no effect whatsoever. The applicant may apply for a maximum of three (3) one-year extensions. A written request for an extension shall be submitted to the Planning Division at least thirty (30) days prior to the expiration of the Conditional Use Permit or Major Modification.
4. **Final Tract Map 36266 Submittal.** A final map application shall be submitted to the Planning Division with payment of appropriate fees for review and approval concurrently with application to the City Engineer.
5. **ADPR Approval.** If the development of each commercial building is not substantially consistent within the shopping center, as approved by the Planning Division on March 21, 2018 an Administrative Development Plan Review (ADPR) application is required.

Exhibit A

6. **Subsequent Review.** No expansion of the site or the use shall occur without subsequent reviews and approvals from the Planning Division.
7. **EMWD.** The project shall conform to the requirements of Eastern Municipal Water District.
8. **Fire Marshall Conditions.** The project shall comply with all requirements of the City Engineer as indicated in the Conditions of Approval dated **March 1, 2018**.
9. **City Engineer Conditions.** The project shall comply with all requirements of the City Engineer as indicated in the Conditions of Approval dated **March 5, 2018**.
10. **Building Official/Fire Marshal.** The proposed project shall adhere to all requirements of the Building Official/Fire Marshal. Fire hydrants shall be located on the project site pursuant to the Building Official. The applicant shall submit a fire access and fire underground plan prior to construction drawings. Water, gas, sewer, electrical transformers, power vaults and separate fire/water supply lines (if applicable) must be shown on the final set of construction plans pursuant to the requirements of the Building Official. All Conditions of Approval shall be included on building plans. See City of Perris website, Office of the Fire Marshal for examples and relevant information for access and underground plan available at: <http://www.cityofperris.org>.
11. **ADA Compliance.** The project shall conform to all disabled access requirements in accordance with the State of California, Title 24, and Federal Americans with Disabilities Act (ADA).
12. **Southern California Edison.** Prior to issuance of building permits, the applicant shall contact the area service planner (951-928-8323) for Southern California Edison (SCE) to complete the required forms prior to commencement of construction.
13. **Graffiti.** Graffiti located on site shall be removed within 48 hours. The site shall be maintained in a graffiti-free state at all times.
14. **Property Maintenance.** The project shall comply with provisions of Perris Municipal Code 7.06 regarding Landscape Maintenance, and Chapter 7.42 regarding Property Maintenance.
15. **Utilities.** All utility facilities attached to buildings, including meters and utility boxes, shall be painted to match the wall of the building to which they are affixed. These facilities shall be screened from the public right-of-way by landscaping. In addition, all utilities such as cable TV and electrical distribution lines (including those which provide direct service to the project site and/or currently exist along public right-of-ways) adjacent to the site shall be placed underground, except for electrical utility lines rated at 65kv or larger prior to occupancy of the site.

16. **Business License.** All tenants shall maintain compliance with all local and City Ordinances, including but not limited to an annual fire inspection and maintenance of a City business license.
17. **Mechanical Equipment.** All mechanical equipment, including air conditioning units, transformers, etc., shall be screened from the public right-of-way including Interstate 215-freeway by a view obscuring roof-screen, fence, wall, or landscaping to the satisfaction of the Planning Division.
18. **Screening.** The project shall incorporate a landscaping planter behind the 15,000 square foot building to the satisfaction of the Planning Division.
19. **Downspouts.** Exterior downspouts are not permitted on the front or side elevations of any building facing the street, parking lot, or Interstate 215-freeway. All downspouts shall be located inside the building.
20. **Trash Receptacles.** Trash receptacles shall be fully screened from public view with decorative block wall, an overhead trellis treatment, and landscaping. The trash receptacle structure shall be approved by the Planning Division and be in conformance with City Standards. The location of trash enclosures shall be indicated on the fencing plan, and elevations shall be included with the fencing plan submittal.
21. **Loading Docks.** All loading docks shall be screened from public view and the right of way by a combination of decorative block wall, landscaping and berming, where possible.
22. **Assessment and Community Facilities Districts.** The project shall be annexed into any assessment, community facilities, or similar district that provides funding for maintenance, services, or public improvements that benefit the project. The costs and benefits shall be described in the applicable district and annexation documents. The developer shall complete all actions required to complete such annexation prior to issuance of a Certificate of Occupancy. This condition shall apply only to districts existing at the time the project is approved (or all requirements have been met for a certificate of occupancy, as applicable). Such districts may include but are not limited to the following:
 - a. Landscape Maintenance District No. 1;
 - b. Flood Control Maintenance District No. 1;
 - c. Lighting Maintenance District No. 84-1;
 - d. Community Facilities District No. 1-S, South Perris Public Services;
 - e. Ramona Mobility Group District (Transportation Improvements); and
 - f. Road and Bridge Benefit District (Transportation Improvements);
23. **Landscaping Plans.** Prior to issuance of building permits, three (3) copies of Construction Landscaping and Irrigation Plans shall be submitted to the Planning Department for approval and shall be accompanied by the appropriate filing fee. The

landscape and irrigation plan shall be prepared by a registered landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. The landscaping shall be consistent with the conceptual landscape plan. The following shall apply:

- a. **Parking Area.** A minimum of 30 percent of trees shall be 36 inch box or larger. Also, a minimum of one 24-inch box tree per 6 parking stalls shall be provided.
 - b. **Street Trees and Right-of-Way Planting Palette.** All street trees shall be 36" box. Street trees shall be placed 20-feet on-center utilizing trees and a planting palette that is consistent with Chapter 19.70.
 - c. **Enhanced Pavement.** Decorative pavement treatments (accent colors, textures, and patterns) should be utilized to define the main entrance along San Jacinto avenue.
 - d. **BMPs for Water Quality.** All BMPs (vegetated swales, detention basins, etc.) shall be indicated on the landscape plans with appropriate planting and irrigation (except of detention basins).
 - e. **Water Conservation.** Landscaping must comply with AB 325 for water conservation or other current policy or regulation at such time of development. See Chapter 19.70 (cityofperris.org) for water conservation calculations (MAWA).
 - f. **Maintenance.** All required landscaping shall be maintained in a viable growth condition.
 - g. **Irrigation Rain Sensors.** Rain sensing override devices shall be required on all irrigation systems (PMC 19.70.040.D.16.b) for water conservation. Soil moisture sensors are required.
 - h. **Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for final landscape inspection after all the landscaping and irrigation have been installed and is completely operational. Before calling for final inspections a "Certificate of Compliance" form shall completed and signed by the designer/auditor responsible for the project, and this form must be submitted to the project planner. The project planner will need to sign off on the "Certificate of Compliance" to signify code compliance.
24. **Walls and Fences.** A wall and fencing plan shall be submitted for review and approval to the Planning Division. The plan shall include a site plan, elevations, and construction details for all proposed fencing and walls. The wall and fencing plan shall be included with the landscape plan check application submittal.
25. **Fuel Station Canopy.** Prior to Issuance of Building Permits, the revised fuel canopy elevations shall provide a decorative cornice to the roofline to include similar colors and materials utilized throughout the shopping center.
26. **Construction Practices.** To reduce potential noise and air quality nuisances, the following items shall be listed as "General Notes" on the construction drawings:

- a. Construction activity and equipment maintenance is limited to the hours between 7:00 a.m. and 7:00 p.m. Per Zoning Ordinance, Noise Control, Section 7.34.060, it is unlawful for any persons between the hours of 7:00 p.m. of any day and 7:00 a.m. of the following day, or on a legal holiday, or on Sundays to erect, construct, demolish, excavate, alter or repair any building or structure in a manner as to create disturbing excessive or offensive noise. Construction activity shall not exceed 80 dBA in residential zones in the City.
 - b. Stationary construction equipment that generates noise in excess of 65 dBA at the project boundaries must be shielded and located at least 100 feet from occupied residences. The equipment area with appropriate acoustic shielding shall be designated on building and grading plans. Equipment and shielding shall remain in the designated location throughout construction activities.
 - c. Construction routes are limited to City of Perris designated truck routes or otherwise approved by the Building Official.
 - d. Water trucks or sprinkler systems shall be used during clearing, grading, earth moving, excavation, transportation of cut or fill materials and construction phases to prevent dust from leaving the site and to create a crust after each day's activities cease. At a minimum, this would include wetting down such areas in the later morning and after work is completed for the day and whenever wind exceeds 15 miles per hour.
 - e. A person or persons shall be designated to monitor the dust control program and to order increased watering as necessary to prevent transport of dust off-site. The name and telephone number of such persons shall be provided to the City.
 - f. Project applicants shall provide construction site electrical hook ups for electric hand tools such as saws, drills, and compressors as practical to eliminate the need for diesel powered electric generators or provide evidence that electrical hook ups at construction sites are not practical or prohibitively expensive.
- 27. Fees.** The developer shall pay the following fees according to the timeline noted herein:
- a. Prior to the issuance of building permits, the applicant shall pay Stephen's Kangaroo Rat Mitigation Fees of \$500.00 per acre;
 - b. Prior to the issuance of building permits, the applicant shall pay Multi-Species Habitat Conservation Plan fees in effect at that time;
 - c. Prior to issuance of building permits, the applicant will pay the statutory school fees in effect at issuance of building permits to all appropriate school districts;
 - d. Prior to the issuance of building permits, the applicant shall pay any outstanding liens and development processing fees.
 - e. Prior to the issuance of certificate of occupancy, the developer shall pay Transportation Uniform Mitigation Fees (TUMF) in effect at the time of development.
 - f. Prior to the issuance of certificate of occupancy, the applicant shall pay City Development Impact Fees in effect at the time of development.

28. **Indemnification/Hold Harmless.** The developer/applicant shall indemnify, protect, defend, and hold harmless the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees and agents, to attack, set aside, void, annul, or seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City, Development Plan Review 10-01-0008, Tentative Tract Map 36266 (10-01-0009), and Conditional Use Permit 10-04-0001, Conditional Use Permit 18-05005, Major Modifications 18-05004, and letter of Public Convenience or Necessity (PCN). The City shall promptly notify the developer/applicant of any claim, action, or proceeding for which indemnification is sought and shall further cooperate fully in the defense of the action.
29. **City-Approved Waste Hauling.** The developer shall use only the City-approved waste hauler for all construction and other waste disposal.
30. **Site Lighting Plan.** The applicant shall submit a lighting plan that demonstrates compliance with County of Riverside Ordinance No. 655, Outdoor Lighting Regulations. The lighting plan shall include, but not be limited to, photometrics, fixture details, and light standard (pole) elevations. Low-pressure sodium fixtures with full-cutoff shields shall be used to prevent light and glare above the horizontal plane of the bottom of the lighting fixture. A minimum of one (1) foot-candle of light shall be provided in parking and pedestrian areas.
31. **Final Water Quality Management Plan (WQMP).** Prior to the issuance of grading permits the owner shall submit for review and approval, along with the appropriate filing fee; a Final Water Quality Management Plan to the Department of Public Works Engineering Administration Division, which substantially complies with the site design, source control and treatment control Best Management Plans proposed in the approved Preliminary Water Quality Management Plan.
32. **Signage.** The project does not include signage. The sign program shall be reviewed and approved by the Planning Division prior to the issuance of signage permits.
33. **Final Planning Inspection.** The applicant shall obtain occupancy clearance from the Planning Division by scheduling a Planning inspection after final sign-offs from the Building Division and Engineering Department. Planning Staff shall verify that all pertinent conditions of approval have been met. The applicant shall have all required paving, parking, walls, site lighting, landscaping and automatic irrigation installed and in good condition.
34. **Dam Inundation Disclosure.** The owner shall disclose to all future tenants indicating the project is in a dam inundation area making the site subject to flooding in the event of a dam failure.

35. **Stacking Required for Drive-thru Fast Food Restaurants.** Stacking for up to eight (8) vehicles shall be provided in the drive-thru lane.
36. **Food Service.** Any proposed food service or food preparation use shall comply with all State, County and City requirements, including installation of appropriate means for grease and trash disposal.
37. **ABC License – Type 20 Beer and Wine.** The owner/applicant shall obtain an alcohol license from the California Department of Alcohol and Beverage Control (ABC) prior to the sale of alcohol beverages. Sale of alcoholic beverages is limited to beer and wine only.
38. **Standards for Service Stations and Minimarts (per Perris Municipal Code Section 19.65.030.F).** The project shall comply with the following:
 - a. The owner of each location and the management at each location shall educate the public regarding driving under the influence of intoxicating beverages, driving with open containers and the penalties associated with the violation of each of these laws. This educational requirement may be met by posting prominent signs, decals and/or brochures at points of purchase.
 - b. No displays of beer, wine or other alcoholic beverages shall be located within five feet of any building entrance or checkout counter.
 - c. Cold beer or wine shall be sold from or displayed in the main, permanently affixed electrical cooler only. No display and sale of alcohol shall be made from an ice tub, barrel, or similar container.
 - d. No beer, wine or other alcoholic beverage advertising shall be located on gasoline islands, and no lighted advertising for beer, wine or other alcoholic beverages shall be located on the exterior of the buildings or within the window areas.
 - e. No sale of alcoholic beverages shall be made from a drive-through window.
39. **Additional Operational Requirements.** The following shall apply at all times:
 - a. The licensee shall regularly police the area under its control to prevent the loitering of persons about the premises.
 - b. The licensee shall post signs in the area under its control with regard to prohibiting open containers and loitering at the location.
 - c. Digital security cameras shall be installed to monitor and record the interior of the store and exterior parking areas of the business. Surveillance footage shall be maintained for a minimum of 30 days.
 - d. No malt liquor or fortified wine products shall be sold.
 - e. No beer may be sold in single containers. Beer shall be sold in quantities of 3-pack or greater. Wine or wine coolers shall be sold in quantities of 4-pack or greater.
 - f. Sale of wine shall not be in containers less than 750 ml.
 - g. The sales floor space allocated to alcoholic beverages shall not exceed 2% (32

- square feet) of the total sales floor area.
- h. There shall be no coin-operated video or arcade games, and no adult magazines or videos shall be sold.
 - i. Cooler doors for alcoholic beverage products shall be locked during hours when alcoholic beverages may not be sold.
 - j. Alcohol shall not be sold between the hours of 2:00 am and 6:00 am (per State Law).
 - k. Employees selling alcohol must be at least 18 years of age.
 - l. Purchased alcohol shall be bagged prior to leaving store.
 - m. Staff shall work closely with the Perris Police Department to address any lack of compliance issue(s). Continued non-compliance will lead to revocation of this Conditional Use Permit.

APPROVAL DATE

PROJECT PLANNER

END OF CONDITIONS



CITY OF PERRIS

HABIB MOTLAGH, CITY ENGINEER

CONDITIONS OF APPROVAL

P8-1143
March 5, 2018
TTM 36266, CUP 18-05005, and MM18-05004

With respect to the Conditions of Approval for the above referenced project, the City of Perris requires that the developer provide the following street improvements and/or road dedication in accordance with the City of Perris Municipal Code Title 18. It is understood that the site plan and the map correctly show all existing and proposed easements, traveled ways, rights-of-way, and drainage courses with appropriate Q's and that their omission may require the map to be resubmitted for further consideration. These Ordinances and the following conditions are essential parts and requirement occurring in ONE is as binding as though occurring in all. They are intended to be complimentary and to describe the conditions for a complete design of the improvements. Unless otherwise noted, all offsite improvements as conditioned shall be installed prior to issuance of any occupancy permits. All questions regarding the true meaning of the conditions shall be referred to the City Engineer's office.

1. This project is located within the limits of the Perris Valley and San Jacinto River drainage plan for which drainage fees have been adopted. Drainage fees shall be paid to the City of Perris prior to issuance of a permit. Fees are subject to change and shall be in the amount adopted at the time of issuance of the permit.
2. The project's grading shall be in a manner to perpetuate existing drainage patterns, any deviation from this, concentration or increase in runoff must have approval of adjacent property owners. Drainage easements shall be obtained from effected property owners or if within this site, shall be shown on the final map. The applicant shall accept the offsite runoff and convey to acceptable outlet.
3. The incremental increase in runoff between developed and undeveloped state (100-year) and the nuisance runoff shall be retained within onsite private detention basin and discharged to adequate outlet as approved by City and pursuant to Riverside County Flood Control standards.

DEPARTMENT OF ENGINEERING
24 SOUTH "D" STREET, SUITE 100, PERRIS, CA 92570
TEL.: (951) 943-6504 - FAX: (951) 943-8416

4. Onsite landscape area(s) and basin(s) shall be designed in a manner to collect the onsite nuisance runoff.
5. Prior to issuance of any permit, the developer shall sign the consent and waiver forms to join the lighting and landscape districts. The developer shall maintain all on and offsite landscaping with exception of median improvements which will be included in landscape maintenance. The proposed offsite streetlights and portions of new signals shall be maintained by City and cost paid for by the property owners through annexation to lighting and landscaping districts. In the event RCFC does not maintain the offsite drainage facilities, it shall be annexed to Flood control District for maintenance.
6. Existing power poles within the project site or along the project boundary (under 66kv), if any, shall be removed and cables undergrounded. All other utility poles, if any, shall be removed and utilities undergrounded.
7. Streetlights shall be installed along San Jacinto Avenue, Redlands Blvd. adjacent to the site and on both sides of streets as approved by City Engineer per Riverside County and Southern California Edison standards.
8. This project is located within EMWD's water and sewer service area. The applicant shall install water and sewer facilities as required by EMWD and Fire Department.
9. The applicant shall submit to City Engineer the following for his review:
 - a. Street Improvement Plans
 - b. Signing, Striping, and Signal Plans
 - c. Onsite Grading Plans, SWPPP, and Erosion Control Plan
 - d. Water and Sewer Plans
 - e. Drainage Plans, Hydrology and Hydraulic Reports
 - f. Streetlight Plan
 - g. Final WQMP

The project's design shall be in compliance with EMWD and Riverside County Standards and coordinated with approved plans for adjacent developments.

10. All pads shall be graded to be a minimum of 1' above 100-year calculated water surface or adjacent finished grade and in compliance with criteria established by RCFC.
11. All grading and drainage improvements shall comply with NPDES and Best Management Practices. Erosion control plans shall be prepared and submitted to Water Quality Board and the City as part of the grading plans.

SRC TRANSMITTAL MAJOR MOD

PLN 18-05004 AND CUP 18-05005

BUILDING COMMENTS

-
1. **Must Comply with the Latest Adopted Version of the California Fire Code 2016 Edition**
 2. **The Buildings will be required to install fire sprinklers.**
 3. **The Applicant will be required to provide proper fire access to the site and around the site for fire protection.**
 4. **Please indicate if the proposed project will be on one single parcel?**
 5. **If several different parcels are on this site then applicant will have to identify all the parcel lines on the plot plan.**
 6. **The proposed gas tanks, gas lines, pump stations, and shut offs will have to comply with the NFPA regulations.**
 7. **Indicate the distance from the proposed gas tanks, to the property lines.**
 8. **Applicant to provide the proper fire flow for the project.**
 9. **Must Comply with the Latest Adopted Version of the California Building Code 2016 Edition**
 10. **Must Comply with the Latest Adopted Version of the California Electrical Code 2016 Edition**
 11. **Must Comply with the Latest Adopted Version of the California Mechanical Code 2016 Edition**
 12. **Must Comply with the Latest Adopted Version of the California Plumbing Code 2016 Edition**
 13. **Must Comply with the State of California Title 24 Energy Regulations**
 14. **Must Comply with the State of California Title 24 Access Regulations.**
 15. **Must comply with the latest adopted version of the California Green Code 2016 Edition.**

PLANNER – NATHAN PEREZ

David J. Martinez/Interim Building & Fire Official

Date: 1-09-1



Dennis Grubb and Associates, LLC

Assisting Cities Build Safe Communities

Fire Department Development Review Comments

March 1, 2018

City of Perris
Attn: Kenneth Phung
135 N. D Street
Perris, CA 92570-2200

Subject: Development Review for Perris Commons, Major Mod 18-05004 & Master CUP 18-05005

As requested a review of the subject property was completed. Please apply the following conditions:

1. Prior to the issuance of a grading permit, a Fire Department Access Plan complying with California Fire Code (CFC) and the City of Perris Guideline for Fire Department Access & Water Requirements for Commercial & Residential Development shall be submitted to the City of Perris Department of Development Services for review and approval.
2. Prior to the issuance of a grading permit a fire flow report shall be submitted to the City of Perris, Office of the Fire Marshal. The minimum fire flow specified in the CFC, Appendix B shall be available, or an agreed alternative as specified by CFC § 104.9, before the grading permit will be issued.
3. A fire department access road complying with the CFC, Chapter 5 and the approved plans shall be installed prior to building construction.
4. All required fire hydrants shall be installed and operational prior to building construction. All fire hydrants shall remain operational during construction.
5. All required fire hydrants shall be readily visible and immediately accessible at all times. A clear space of not less than 3-feet shall be maintained.
6. Prior to construction a temporary address sign shall be posted and clearly visible from the street.
7. Prior to building final, the permanent building address shall be provided and either internally or externally lighted during hours of darkness. The address shall be clearly visible from the street fronting the property and comply with CFC § 505.1 for size

**12523 Limonite Ave., Ste 440-102, Mira Loma, CA 91752
(951) 218-5482 • fax (951) 681-6860**

and color.

8. Prior to the issuance of a certificate of occupancy the building shall be evaluated to verify minimum emergency radio communications capability as set forth by CFC § 510 and all applicable subsections. If the radio communications do not meet the minimum requirements set forth in the CFC § 510 an emergency radio enhancement system complying with the CFC and NFPA 72 shall be provided.

Respectfully,

Dennis Grubb, CFPE

Vicinity Map



Exhibit B

Zoning Map

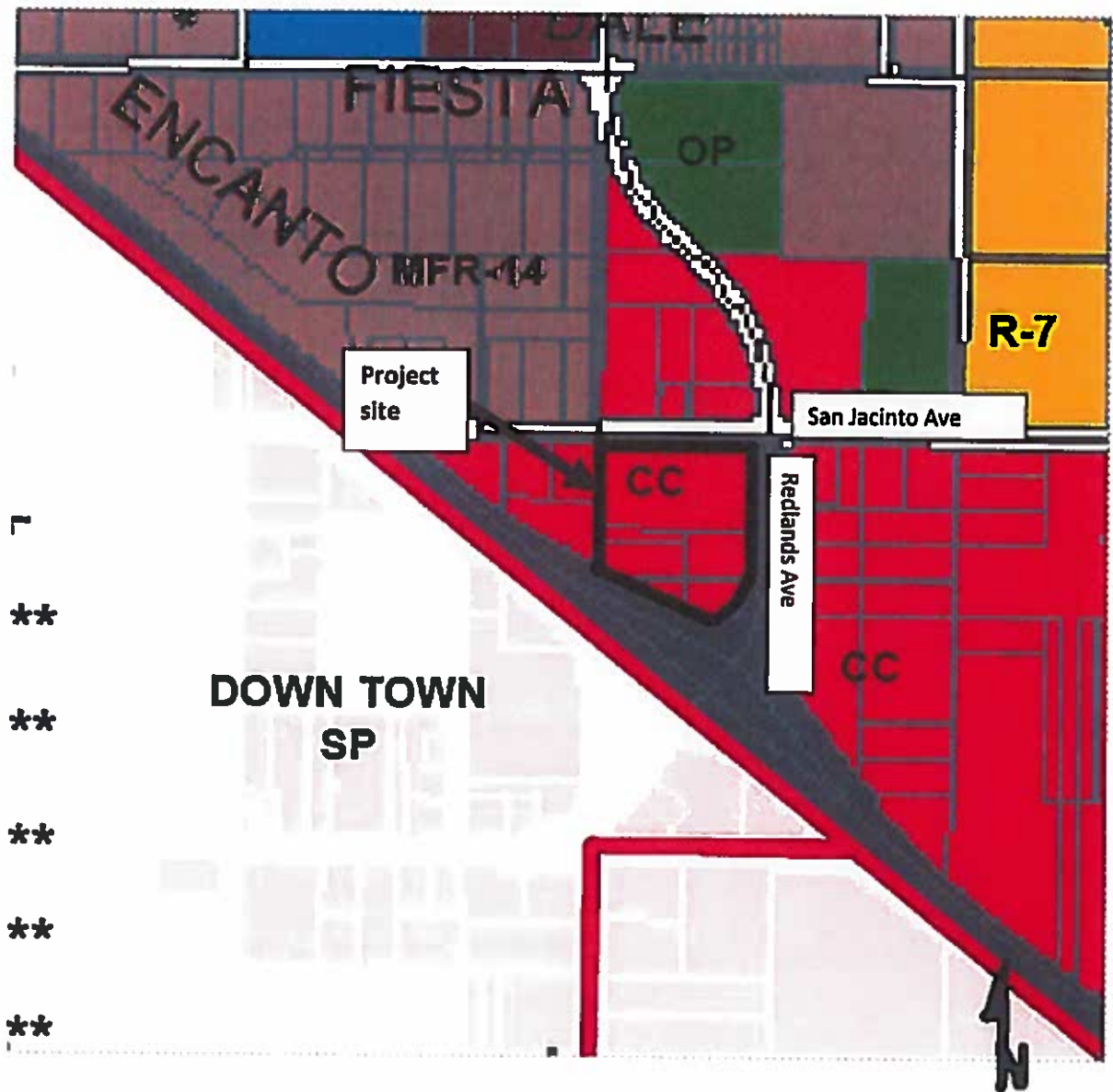


Exhibit C



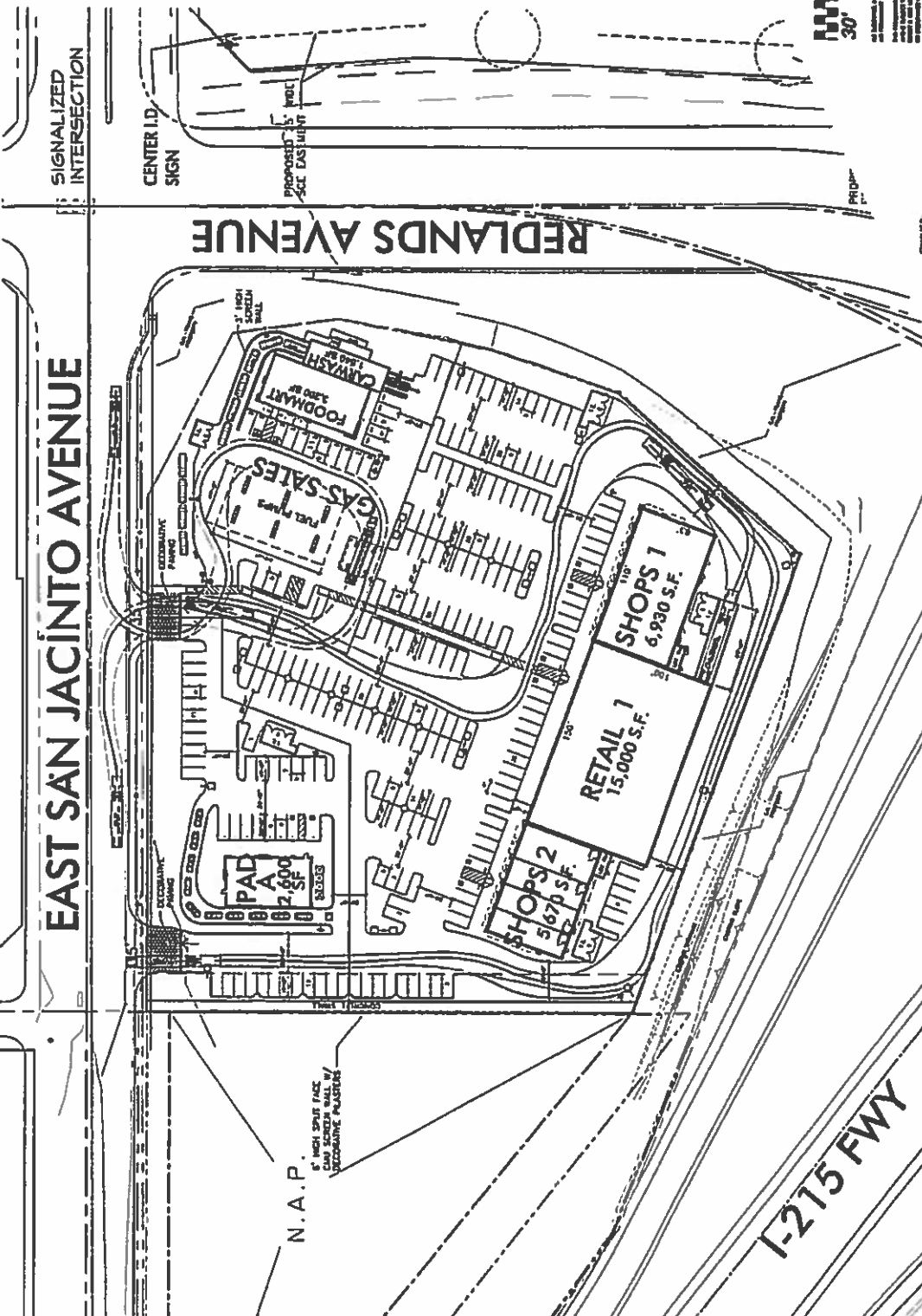
Exhibit D

Exhibit E

Summary

Land ±9.57 A
(New Land Incls)
±5.33 AC ±23

Building
Land-to-Bldg Rr
Coverage
Parking Provided
Parking Ratio



- ### BITE KEY LEGEND
- 1. 1" = 10' SCALE - SEE PLAN SHEETS
 - 2. 1" = 10' SCALE - SEE PLAN SHEETS
 - 3. 1" = 10' SCALE - SEE PLAN SHEETS
 - 4. 1" = 10' SCALE - SEE PLAN SHEETS
 - 5. 1" = 10' SCALE - SEE PLAN SHEETS
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 - 17. 1" = 10' SCALE - SEE PLAN SHEETS
 - 18. 1" = 10' SCALE - SEE PLAN SHEETS
 - 19. 1" = 10' SCALE - SEE PLAN SHEETS
 - 20. 1" = 10' SCALE - SEE PLAN SHEETS



OWNER:
WILLY PEREZ VENUE, LLC
1155 N. JACQUINNE AVENUE
PERRIS, CA 91768-0678
909-971-1294
ATTN: TAMIYI BERRY

DATE:
10/05/2010
DRAWN BY:
10/05/2010

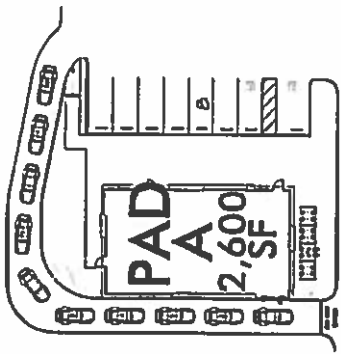


SP-1

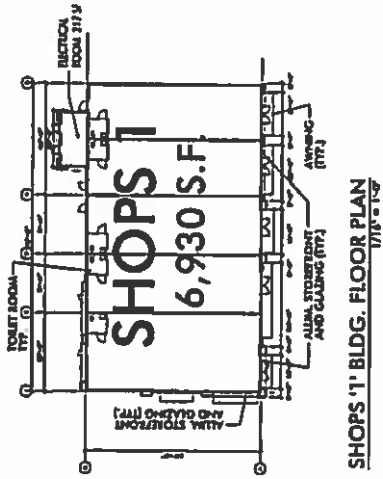
PRELIMINARY SITE PLAN
PERRIS VALLEY COMMONS
PERRIS, CA

Lewis Retail Centers
A Member of the Lewis Group of Companies

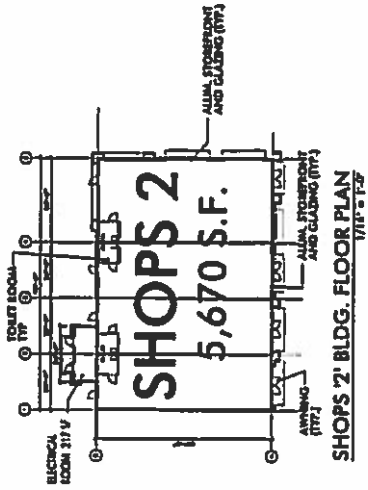
WILLY PEREZ VENUE, LLC
1155 N. JACQUINNE AVENUE
PERRIS, CA 91768-0678
909-971-1294
ATTN: TAMIYI BERRY



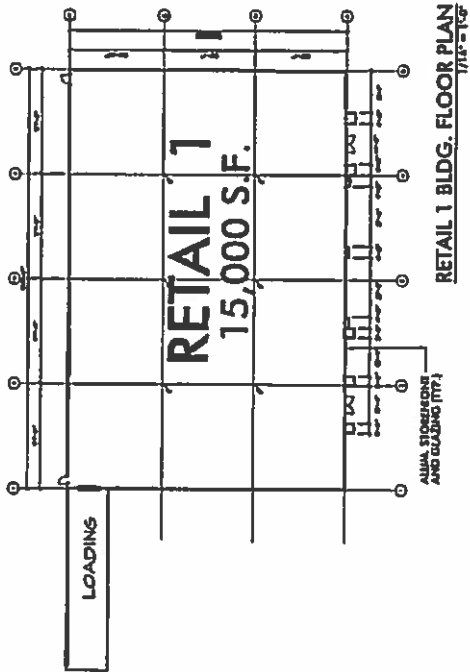
PAD 'A' FLOOR PLAN
1/16" = 1'-0"



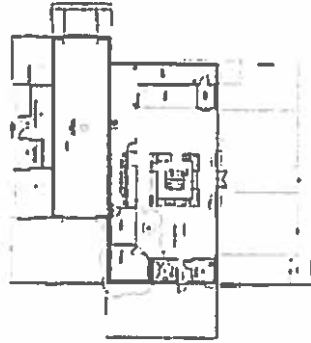
SHOPS '1' BLDG. FLOOR PLAN
1/16" = 1'-0"



SHOPS '2' BLDG. FLOOR PLAN
1/16" = 1'-0"



RETAIL 1 BLDG. FLOOR PLAN
1/16" = 1'-0"



CONVENIENCE STORE FLOOR PLAN
1/16" = 1'-0"

FLOOR PLANS - SHOP 1 & 2; RETAIL 1; PAD 'A' & CONVENIENCE STORE

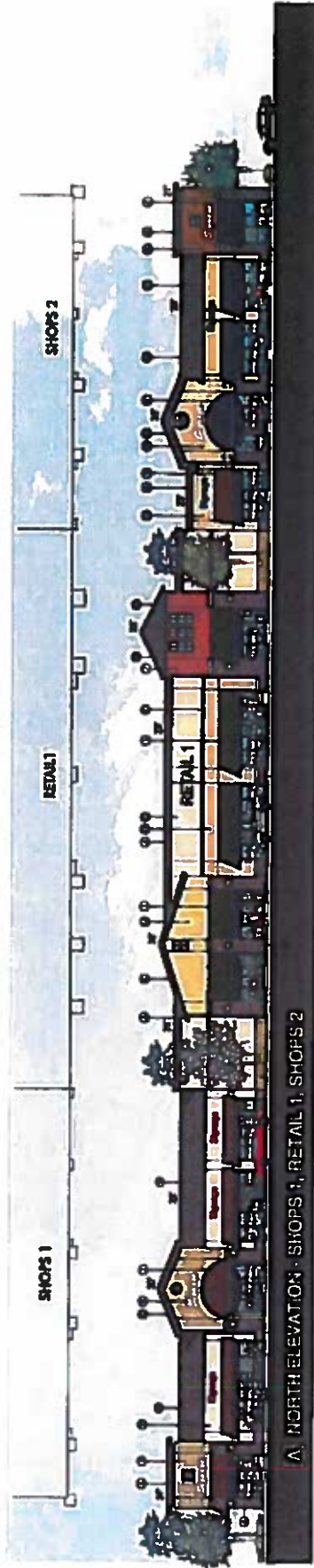
THE COMMONS AT PERRIS
PERRIS, CA.



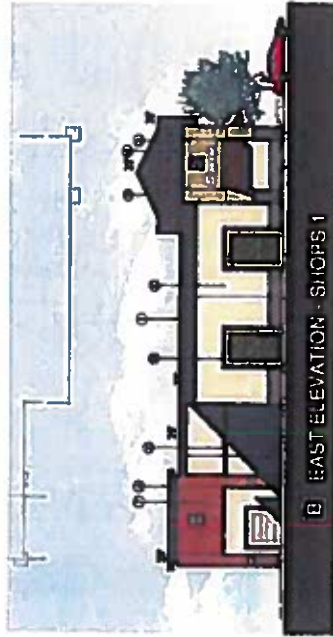
FP-1

DATE: 08/20/08 PROJECT: 11-1010 1208

NADEL ENGINEERING, INC.
1770 S. MORTENSON, PERRIS, CALIFORNIA 92405
TEL: 951.221.1111 FAX: 951.221.1112
WWW.NADEL.COM



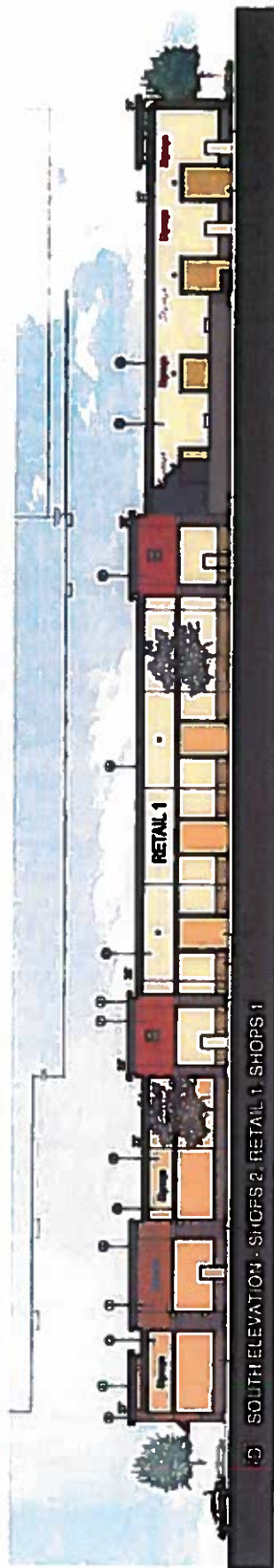
A. NORTH ELEVATION - SHOPS 1, RETAIL 1, SHOPS 2



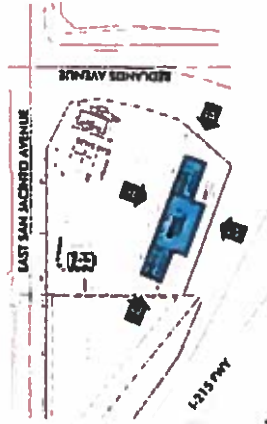
B. EAST ELEVATION - SHOPS 1



C. WEST ELEVATION - SHOPS 2



D. SOUTH ELEVATION - SHOPS 2, RETAIL 1, SHOPS 1



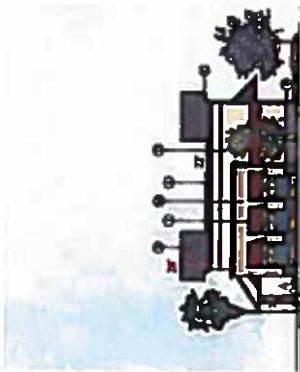
EXTERIOR ELEVATIONS - SHOPS 2, RETAIL 1, SHOPS 1
THE COMMONS AT PERRIS
 PERRIS, CALIFORNIA

E-1

DATE: 08/15/11
 DRAWN BY: [illegible]
 CHECKED BY: [illegible]
 1999 E. CALIFORNIA AVENUE, SUITE 200
 PERRIS, CALIFORNIA 92370
 (951) 861-1100 • FAX: (951) 861-1101
 www.nadel.com

NADEL

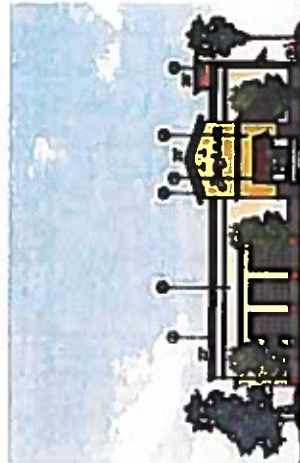
Lewis Retail Centers
 a member of the Lewis group of companies



A] NORTH ELEVATION - PAD A



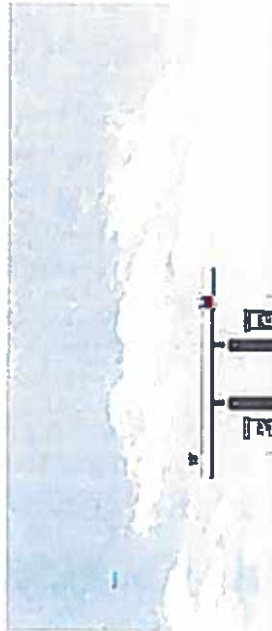
B] EAST ELEVATION - PAD A



C] SOUTH ELEVATION - PAD A



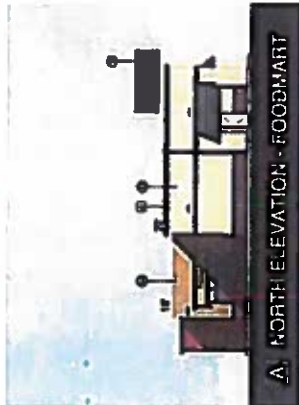
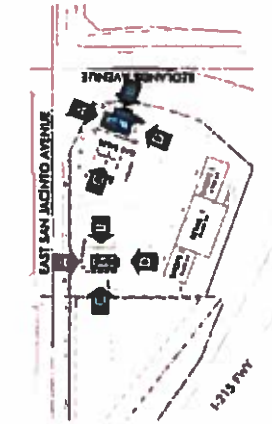
D] WEST ELEVATION - PAD A



SIDE ELEVATION - GAS SALES



FRONT/ REAR ELEVATION - GAS SALES



A] NORTH ELEVATION - FOODMART



B] EAST ELEVATION - FOODMART



C] WEST ELEVATION - FOODMART

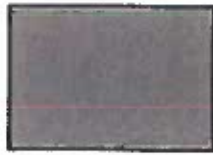


D] SOUTH ELEVATION - FOODMART

EXTERIOR ELEVATIONS - PAD A, FOODMART/ CARWASH

THE COMMONS AT PERRIS
PERRIS, CALIFORNIA

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1A



1B



2



3



5



6



10



14



7



11



15



8



12



16



9



13

COLORS & MATERIALS

ROOFING

- 1A. ASP FLAN COOL METALLIC CHAMPAGNE
- 1B. EAGLE ROOFING BEL AIR - VILLAGE BLEND

STONE VENEER

- 2. CORONADO STONE TRUSCAN VILLA - ROMANO

FABRIC AWNINGS

- 3. PREESIST HUY BURGUNDY
- 4. PREESIST HUY ADMIRAL NAVY
- 5. PREESIST HUY FOREST GREEN

PAINTS

- 6. SHERWIN WILLIAMS SW 7029 VIRTUAL TAUPE
- 7. SHERWIN WILLIAMS SW 7703 EARTHEN RUG
- 8. SHERWIN WILLIAMS SW 0009 EASTLAKE GOLD
- 9. SHERWIN WILLIAMS SW 7315 SANDERING
- 10. SHERWIN WILLIAMS SW 7502 DRY DOCK
- 11. SHERWIN WILLIAMS SW 684 BAGEL
- 12. SHERWIN WILLIAMS SW 7731 CHESEBENT CREAM
- 13. SHERWIN WILLIAMS SW 612 BISCUIT
- 14. SHERWIN WILLIAMS SW 2833 NEW COLONIAL YELLOW
- 15. SHERWIN WILLIAMS SW 778 DAK CREEK
- 16. SHERWIN WILLIAMS SW 7770 DEER VALLEY

COLOR & MATERIAL BOARD

REDLANDS @ I-215
 PERRIS, CALIFORNIA

Lewis Retail Centers
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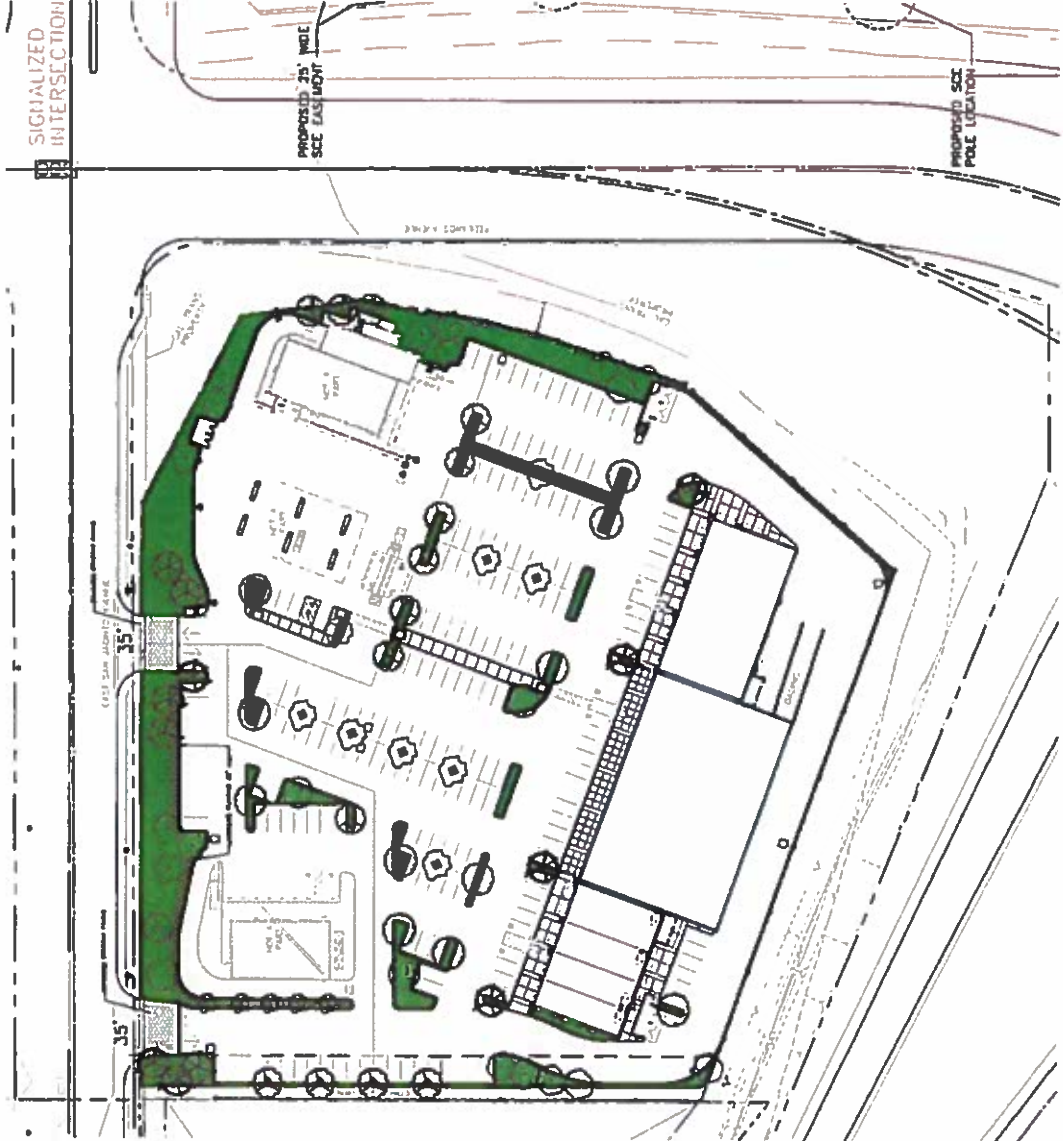


DATE: FEBRUARY 16, 2018
 NAME: JERRY

LEWIS RETAIL CENTERS, LP
 1790 S. BLAND ST. PERRIS PLAZA
 PERRIS, CA 92570
 (951) 224-3128 FAX (951) 224-4122
 WWW.LEWISLINC.COM

PLANTING LEGEND

1. 10' x 10' x 10' (10' H) - 10' x 10' x 10' (10' H)	1. 10' x 10' x 10' (10' H) - 10' x 10' x 10' (10' H)
2. 12' x 12' x 12' (12' H) - 12' x 12' x 12' (12' H)	2. 12' x 12' x 12' (12' H) - 12' x 12' x 12' (12' H)
3. 14' x 14' x 14' (14' H) - 14' x 14' x 14' (14' H)	3. 14' x 14' x 14' (14' H) - 14' x 14' x 14' (14' H)
4. 16' x 16' x 16' (16' H) - 16' x 16' x 16' (16' H)	4. 16' x 16' x 16' (16' H) - 16' x 16' x 16' (16' H)
5. 18' x 18' x 18' (18' H) - 18' x 18' x 18' (18' H)	5. 18' x 18' x 18' (18' H) - 18' x 18' x 18' (18' H)
6. 20' x 20' x 20' (20' H) - 20' x 20' x 20' (20' H)	6. 20' x 20' x 20' (20' H) - 20' x 20' x 20' (20' H)
7. 22' x 22' x 22' (22' H) - 22' x 22' x 22' (22' H)	7. 22' x 22' x 22' (22' H) - 22' x 22' x 22' (22' H)
8. 24' x 24' x 24' (24' H) - 24' x 24' x 24' (24' H)	8. 24' x 24' x 24' (24' H) - 24' x 24' x 24' (24' H)
9. 26' x 26' x 26' (26' H) - 26' x 26' x 26' (26' H)	9. 26' x 26' x 26' (26' H) - 26' x 26' x 26' (26' H)
10. 28' x 28' x 28' (28' H) - 28' x 28' x 28' (28' H)	10. 28' x 28' x 28' (28' H) - 28' x 28' x 28' (28' H)
11. 30' x 30' x 30' (30' H) - 30' x 30' x 30' (30' H)	11. 30' x 30' x 30' (30' H) - 30' x 30' x 30' (30' H)
12. 32' x 32' x 32' (32' H) - 32' x 32' x 32' (32' H)	12. 32' x 32' x 32' (32' H) - 32' x 32' x 32' (32' H)
13. 34' x 34' x 34' (34' H) - 34' x 34' x 34' (34' H)	13. 34' x 34' x 34' (34' H) - 34' x 34' x 34' (34' H)
14. 36' x 36' x 36' (36' H) - 36' x 36' x 36' (36' H)	14. 36' x 36' x 36' (36' H) - 36' x 36' x 36' (36' H)
15. 38' x 38' x 38' (38' H) - 38' x 38' x 38' (38' H)	15. 38' x 38' x 38' (38' H) - 38' x 38' x 38' (38' H)
16. 40' x 40' x 40' (40' H) - 40' x 40' x 40' (40' H)	16. 40' x 40' x 40' (40' H) - 40' x 40' x 40' (40' H)
17. 42' x 42' x 42' (42' H) - 42' x 42' x 42' (42' H)	17. 42' x 42' x 42' (42' H) - 42' x 42' x 42' (42' H)
18. 44' x 44' x 44' (44' H) - 44' x 44' x 44' (44' H)	18. 44' x 44' x 44' (44' H) - 44' x 44' x 44' (44' H)
19. 46' x 46' x 46' (46' H) - 46' x 46' x 46' (46' H)	19. 46' x 46' x 46' (46' H) - 46' x 46' x 46' (46' H)
20. 48' x 48' x 48' (48' H) - 48' x 48' x 48' (48' H)	20. 48' x 48' x 48' (48' H) - 48' x 48' x 48' (48' H)
21. 50' x 50' x 50' (50' H) - 50' x 50' x 50' (50' H)	21. 50' x 50' x 50' (50' H) - 50' x 50' x 50' (50' H)
22. 52' x 52' x 52' (52' H) - 52' x 52' x 52' (52' H)	22. 52' x 52' x 52' (52' H) - 52' x 52' x 52' (52' H)
23. 54' x 54' x 54' (54' H) - 54' x 54' x 54' (54' H)	23. 54' x 54' x 54' (54' H) - 54' x 54' x 54' (54' H)
24. 56' x 56' x 56' (56' H) - 56' x 56' x 56' (56' H)	24. 56' x 56' x 56' (56' H) - 56' x 56' x 56' (56' H)
25. 58' x 58' x 58' (58' H) - 58' x 58' x 58' (58' H)	25. 58' x 58' x 58' (58' H) - 58' x 58' x 58' (58' H)
26. 60' x 60' x 60' (60' H) - 60' x 60' x 60' (60' H)	26. 60' x 60' x 60' (60' H) - 60' x 60' x 60' (60' H)
27. 62' x 62' x 62' (62' H) - 62' x 62' x 62' (62' H)	27. 62' x 62' x 62' (62' H) - 62' x 62' x 62' (62' H)
28. 64' x 64' x 64' (64' H) - 64' x 64' x 64' (64' H)	28. 64' x 64' x 64' (64' H) - 64' x 64' x 64' (64' H)
29. 66' x 66' x 66' (66' H) - 66' x 66' x 66' (66' H)	29. 66' x 66' x 66' (66' H) - 66' x 66' x 66' (66' H)
30. 68' x 68' x 68' (68' H) - 68' x 68' x 68' (68' H)	30. 68' x 68' x 68' (68' H) - 68' x 68' x 68' (68' H)
31. 70' x 70' x 70' (70' H) - 70' x 70' x 70' (70' H)	31. 70' x 70' x 70' (70' H) - 70' x 70' x 70' (70' H)
32. 72' x 72' x 72' (72' H) - 72' x 72' x 72' (72' H)	32. 72' x 72' x 72' (72' H) - 72' x 72' x 72' (72' H)
33. 74' x 74' x 74' (74' H) - 74' x 74' x 74' (74' H)	33. 74' x 74' x 74' (74' H) - 74' x 74' x 74' (74' H)
34. 76' x 76' x 76' (76' H) - 76' x 76' x 76' (76' H)	34. 76' x 76' x 76' (76' H) - 76' x 76' x 76' (76' H)
35. 78' x 78' x 78' (78' H) - 78' x 78' x 78' (78' H)	35. 78' x 78' x 78' (78' H) - 78' x 78' x 78' (78' H)
36. 80' x 80' x 80' (80' H) - 80' x 80' x 80' (80' H)	36. 80' x 80' x 80' (80' H) - 80' x 80' x 80' (80' H)
37. 82' x 82' x 82' (82' H) - 82' x 82' x 82' (82' H)	37. 82' x 82' x 82' (82' H) - 82' x 82' x 82' (82' H)
38. 84' x 84' x 84' (84' H) - 84' x 84' x 84' (84' H)	38. 84' x 84' x 84' (84' H) - 84' x 84' x 84' (84' H)
39. 86' x 86' x 86' (86' H) - 86' x 86' x 86' (86' H)	39. 86' x 86' x 86' (86' H) - 86' x 86' x 86' (86' H)
40. 88' x 88' x 88' (88' H) - 88' x 88' x 88' (88' H)	40. 88' x 88' x 88' (88' H) - 88' x 88' x 88' (88' H)
41. 90' x 90' x 90' (90' H) - 90' x 90' x 90' (90' H)	41. 90' x 90' x 90' (90' H) - 90' x 90' x 90' (90' H)
42. 92' x 92' x 92' (92' H) - 92' x 92' x 92' (92' H)	42. 92' x 92' x 92' (92' H) - 92' x 92' x 92' (92' H)
43. 94' x 94' x 94' (94' H) - 94' x 94' x 94' (94' H)	43. 94' x 94' x 94' (94' H) - 94' x 94' x 94' (94' H)
44. 96' x 96' x 96' (96' H) - 96' x 96' x 96' (96' H)	44. 96' x 96' x 96' (96' H) - 96' x 96' x 96' (96' H)
45. 98' x 98' x 98' (98' H) - 98' x 98' x 98' (98' H)	45. 98' x 98' x 98' (98' H) - 98' x 98' x 98' (98' H)
46. 100' x 100' x 100' (100' H) - 100' x 100' x 100' (100' H)	46. 100' x 100' x 100' (100' H) - 100' x 100' x 100' (100' H)



Landmark Civil Services
 1000 S. Bay Street, Suite 100
 Perris, CA 92570
 Phone: (951) 231-1111
 Fax: (951) 231-1112
 Project No. 0001 - 0001 (see plan sheet 01)



DATE: OCTOBER 20, 2007
 DRAWN BY: JLD

NADEL ARCHITECTS, LLP
 1500 S. BAY STREET, SUITE 100
 PERRIS, CA 92570
 PHONE: (951) 231-1111
 WWW.NADELARCHITECTS.COM

Lewis Retail Centers
 A Member of the Lend Lease Group of Companies

PERRIS VALLEY COMMONS
 1500 S. BAY STREET AND EAST SIDE JACKSON AVENUE, CA 92570

CONCEPTUAL LAYOUT
 9/15/2006

L1
 CLP-1





CPP-1

L2

CONCEPTUAL PLANTING EXHIBIT

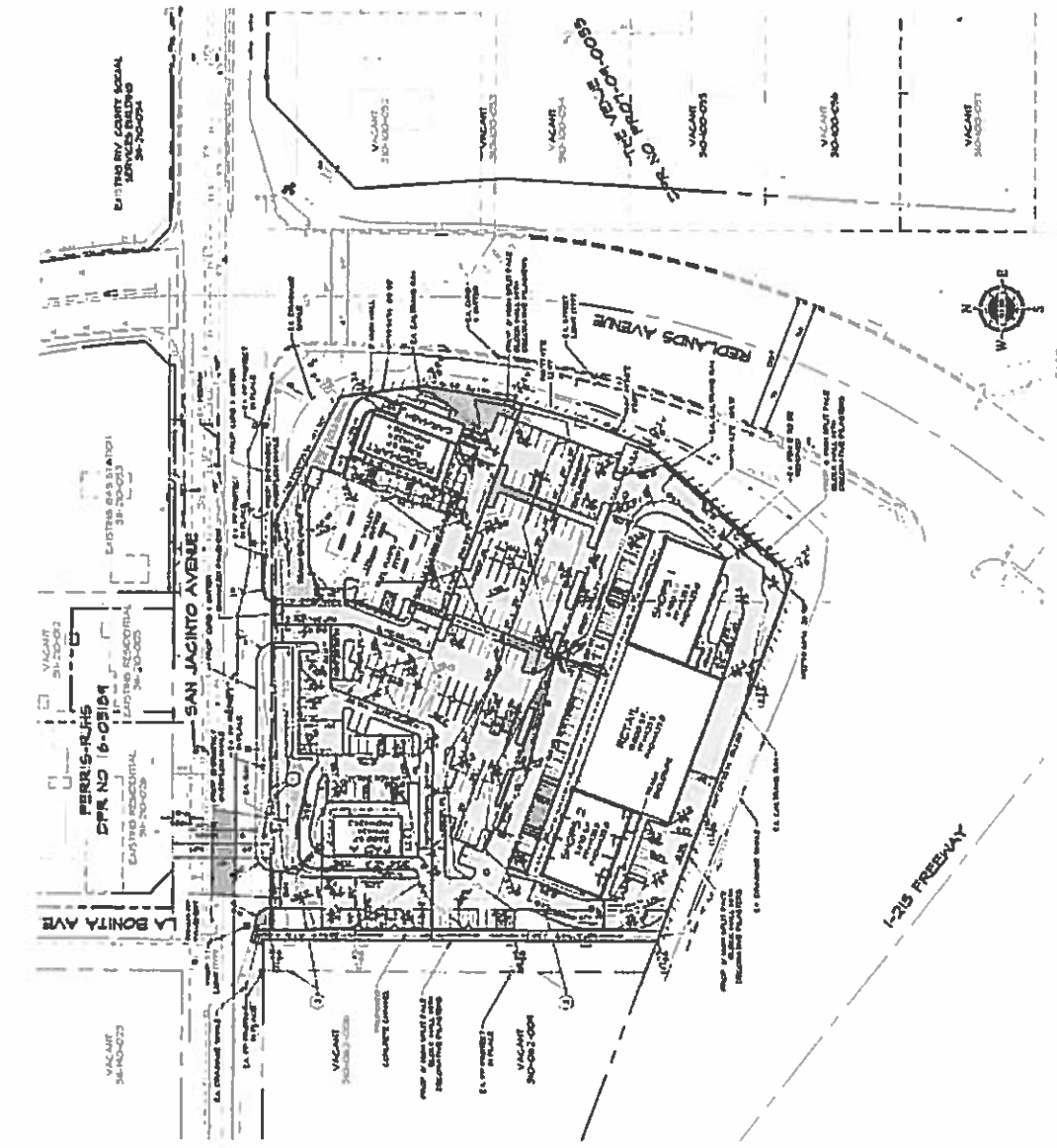
PERRIS VALLEY COMMONS
 2000 S. BERRY AVE. AND EAST SAN ANTONIO AVENUE, CA 92508
 PERRIS, CA, 92508

Lewis Retail Centers
 A Member of the Lewis Group of Companies

DALE, GREGORY M. 2017
 NADEL, JEFF
 NADEL RETAIL ARCHITECTS, LP
 1000 S. BERRY AVE., 10TH FLOOR
 PERRIS, CA 92508
 TEL: 951.231.3300 FAX: 951.231.3303
 WWW.NARETAILCENTERS.COM

NADEL





OWNER
 CITY OF PERRIS, TRAVELER'S RESTAURANT
 1800 W. 9TH STREET
 PERRIS, CALIF. 92570

ARCHITECT
 HALL AND PARTNERS
 1800 W. 9TH STREET
 PERRIS, CALIF. 92570

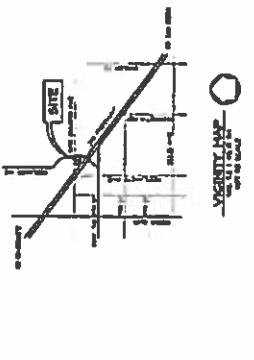
ENGINEER
 JAMES W. GIBSON
 1800 W. 9TH STREET
 PERRIS, CALIF. 92570

DATE
 FEBRUARY 1978

PROJECT
 TRAVELER'S RESTAURANT
 1800 W. 9TH STREET
 PERRIS, CALIF. 92570

DESCRIPTION
 TRAVELER'S RESTAURANT
 1800 W. 9TH STREET
 PERRIS, CALIF. 92570

SCALE
 1" = 40'



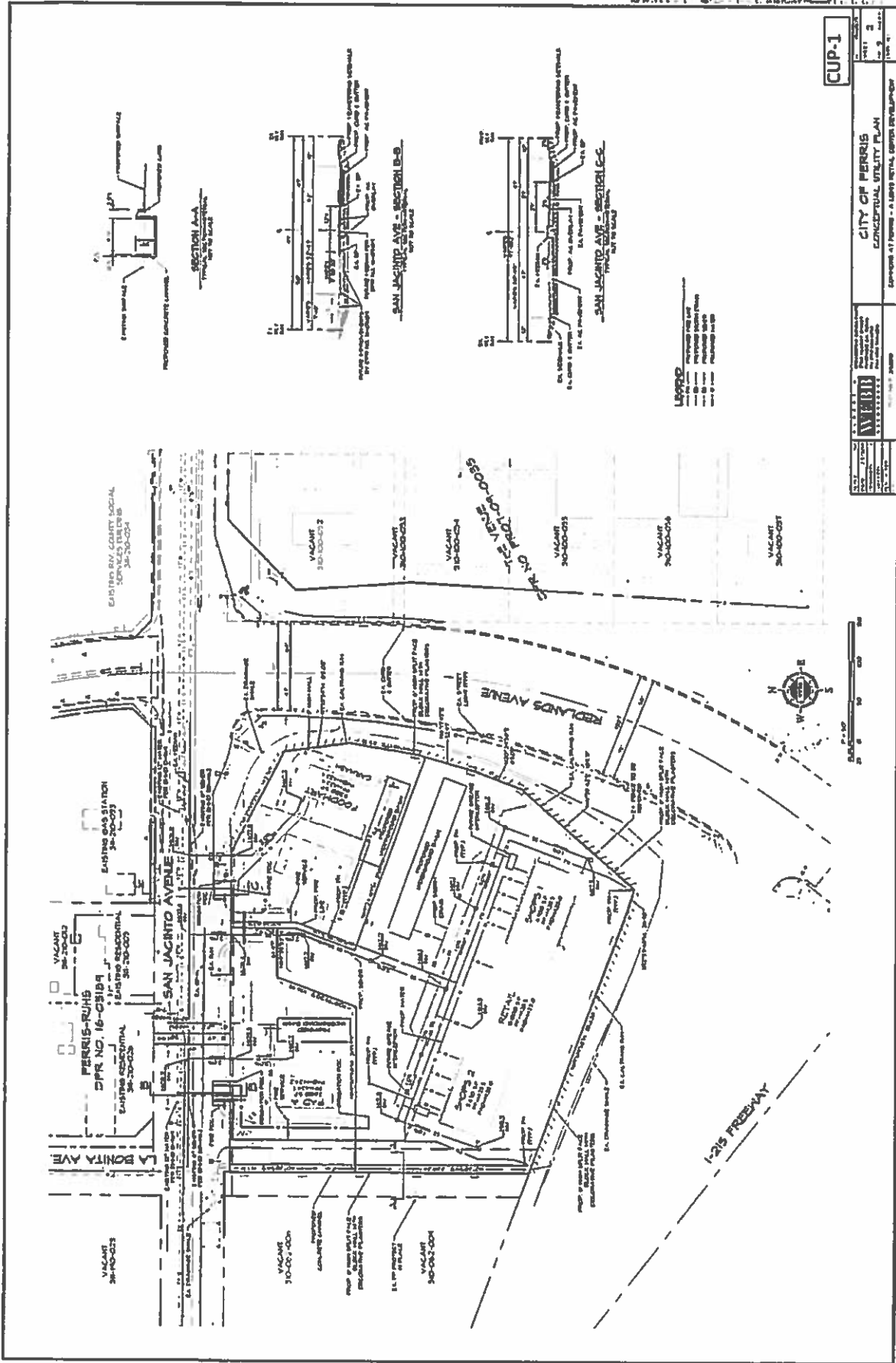
- LAND USE/ZONE:**
 R-1 (Residential Single-Family)
- NOTES:**
1. ALL DISTRICTS ARE SUBJECT TO THE CITY OF PERRIS ZONING ORDINANCES AND THE CITY OF PERRIS SUBDIVISION MAP ACT.
 2. ALL DISTRICTS ARE SUBJECT TO THE CITY OF PERRIS DEVELOPMENT PLAN.
 3. ALL DISTRICTS ARE SUBJECT TO THE CITY OF PERRIS SUBDIVISION MAP ACT.
 4. ALL DISTRICTS ARE SUBJECT TO THE CITY OF PERRIS DEVELOPMENT PLAN.
 5. ALL DISTRICTS ARE SUBJECT TO THE CITY OF PERRIS SUBDIVISION MAP ACT.
 6. ALL DISTRICTS ARE SUBJECT TO THE CITY OF PERRIS DEVELOPMENT PLAN.
 7. ALL DISTRICTS ARE SUBJECT TO THE CITY OF PERRIS SUBDIVISION MAP ACT.
 8. ALL DISTRICTS ARE SUBJECT TO THE CITY OF PERRIS DEVELOPMENT PLAN.
 9. ALL DISTRICTS ARE SUBJECT TO THE CITY OF PERRIS SUBDIVISION MAP ACT.
 10. ALL DISTRICTS ARE SUBJECT TO THE CITY OF PERRIS DEVELOPMENT PLAN.
- PERMITS:**
- PLANNING
 - ZONING
 - SUBDIVISION
 - UTILITIES
 - FIRE
 - HEALTH
 - ENVIRONMENTAL
 - TRANSPORTATION
 - HISTORIC
- ASSUMPTIONS:**
- 1. ALL DISTRICTS ARE SUBJECT TO THE CITY OF PERRIS ZONING ORDINANCES AND THE CITY OF PERRIS SUBDIVISION MAP ACT.
 - 2. ALL DISTRICTS ARE SUBJECT TO THE CITY OF PERRIS DEVELOPMENT PLAN.
 - 3. ALL DISTRICTS ARE SUBJECT TO THE CITY OF PERRIS SUBDIVISION MAP ACT.
 - 4. ALL DISTRICTS ARE SUBJECT TO THE CITY OF PERRIS DEVELOPMENT PLAN.
 - 5. ALL DISTRICTS ARE SUBJECT TO THE CITY OF PERRIS SUBDIVISION MAP ACT.
 - 6. ALL DISTRICTS ARE SUBJECT TO THE CITY OF PERRIS DEVELOPMENT PLAN.
 - 7. ALL DISTRICTS ARE SUBJECT TO THE CITY OF PERRIS SUBDIVISION MAP ACT.
 - 8. ALL DISTRICTS ARE SUBJECT TO THE CITY OF PERRIS DEVELOPMENT PLAN.
 - 9. ALL DISTRICTS ARE SUBJECT TO THE CITY OF PERRIS SUBDIVISION MAP ACT.
 - 10. ALL DISTRICTS ARE SUBJECT TO THE CITY OF PERRIS DEVELOPMENT PLAN.
- LEGEND:**
- VACANT
 - PLANNING
 - ZONING
 - SUBDIVISION
 - UTILITIES
 - FIRE
 - HEALTH
 - ENVIRONMENTAL
 - TRANSPORTATION
 - HISTORIC
- PROJECT DATA:**
- ADDRESS:** 1800 W. 9TH STREET, PERRIS, CALIF. 92570
- OWNER:** CITY OF PERRIS, TRAVELER'S RESTAURANT
- ARCHITECT:** HALL AND PARTNERS
- ENGINEER:** JAMES W. GIBSON
- DATE:** FEBRUARY 1978
- SCALE:** 1" = 40'

DPR-1

CITY OF PERRIS
 DEVELOPMENT PLAN REVIEWING

Submittal at Perris - A Local Retail Center Development

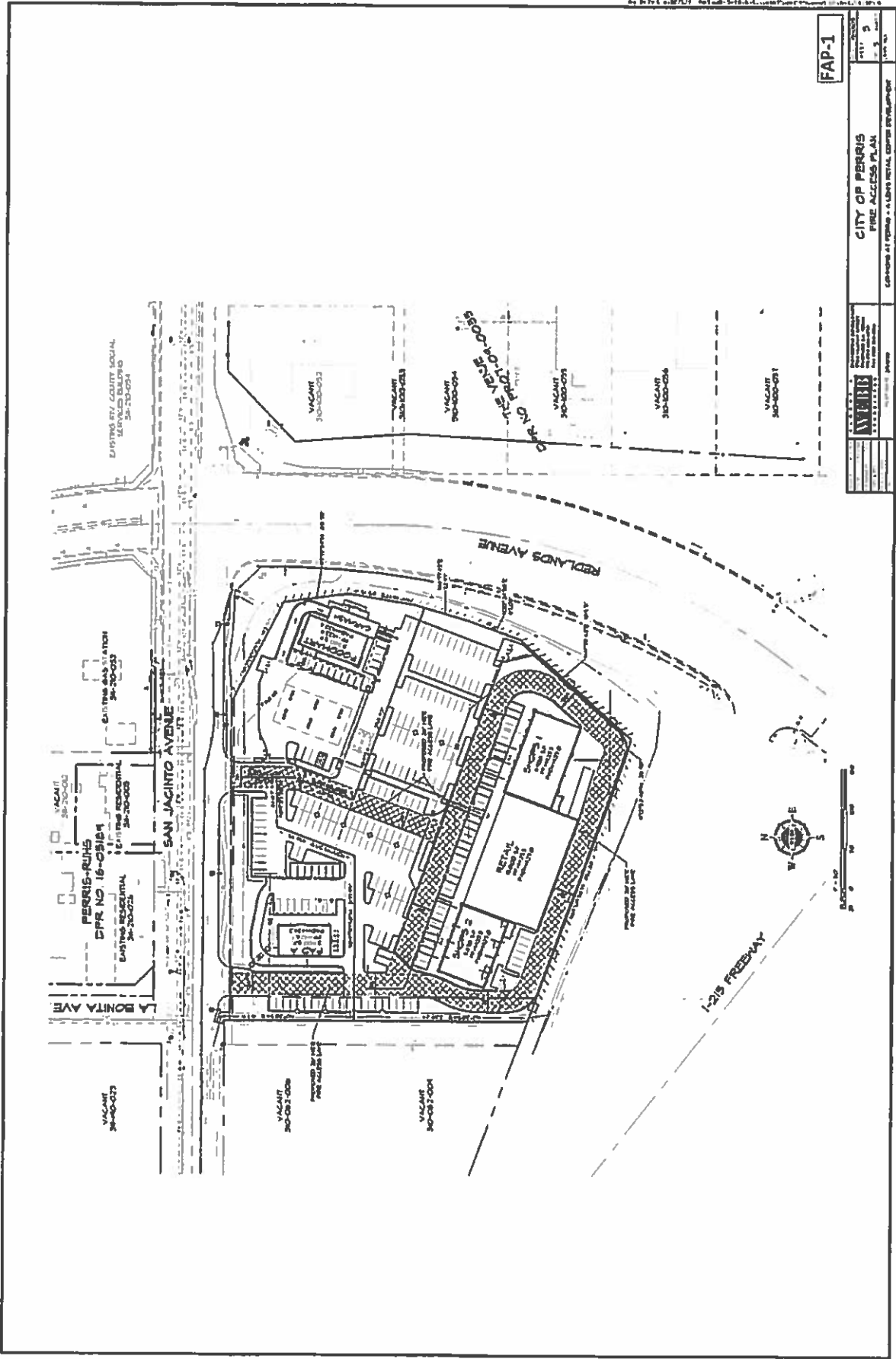
APR 1978



CUP-1

NO.	DATE	DESCRIPTION
1	1/15/10	ISSUED FOR PUBLIC COMMENT
2	1/25/10	REVISIONS INCORPORATED
3	2/15/10	FINAL DESIGN

NO.	DATE	DESCRIPTION
1	1/15/10	ISSUED FOR PUBLIC COMMENT
2	1/25/10	REVISIONS INCORPORATED
3	2/15/10	FINAL DESIGN



FAP-1

CITY OF FERRIS	
FIRE ACCESS PLAN	
DATE: 11/15/2011	BY: [Signature]
PROJECT: 1208 FREEMAN	SCALE: AS SHOWN
CITY ENGINEER: [Signature]	
CITY CLERK: [Signature]	

1208 FREEMAN

REDLANDS AVENUE

SAN JACINTO AVENUE

BONITA AVE

VACANT 30-00-003

VACANT 30-00-004

VACANT 30-00-005

VACANT 30-00-006

VACANT 30-00-007

VACANT 30-00-008

VACANT 30-00-009

VACANT 30-00-010

VACANT 30-00-011

VACANT 30-00-012

VACANT 30-00-013

VACANT 30-00-014

VACANT 30-00-015

VACANT 30-00-016

VACANT 30-00-017

VACANT 30-00-018

VACANT 30-00-019

VACANT 30-00-020

PERMITTED BY [Signature]

DATE: 11/15/2011

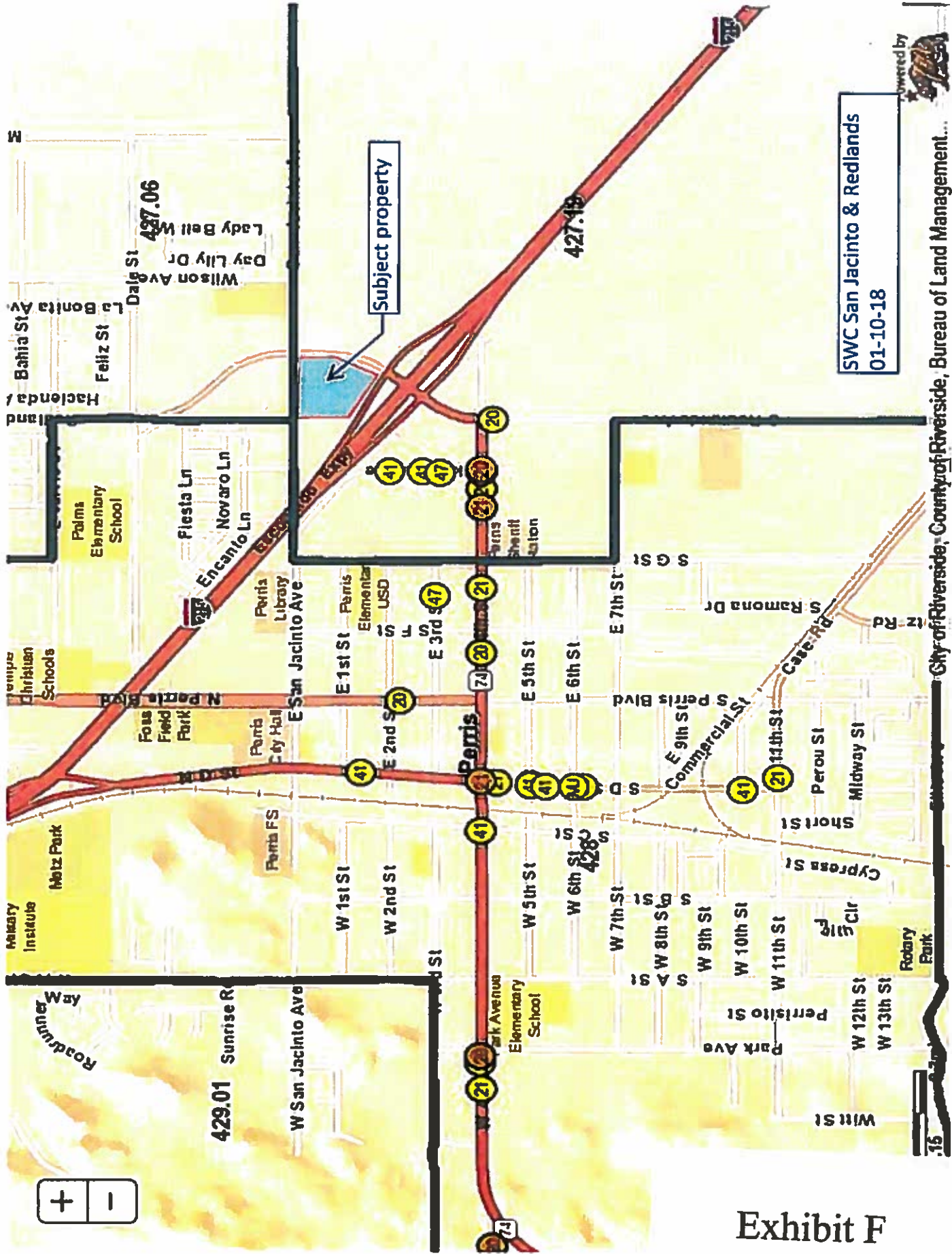
BY: [Signature]

PROJECT: 1208 FREEMAN

SCALE: AS SHOWN

CITY ENGINEER: [Signature]

CITY CLERK: [Signature]



SWC San Jacinto & Redlands
01-10-18

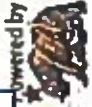
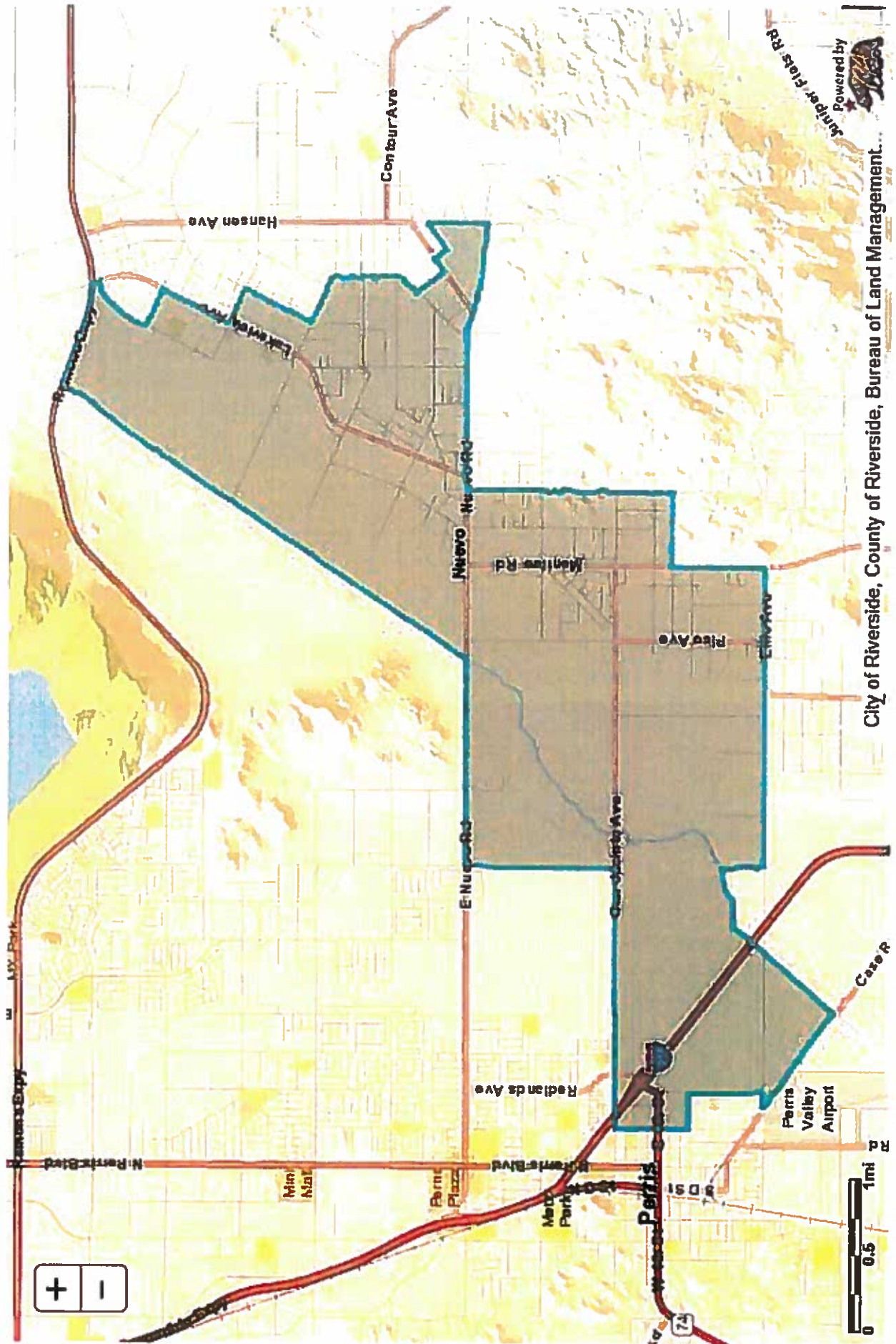


Exhibit F

City of Riverside, County of Riverside, Bureau of Land Management...



City of Riverside, County of Riverside, Bureau of Land Management...



California Department of Alcoholic Beverage Control
Active Off-Sale Retail Licenses

Save As CSV

For the Census Tract of 0427.19

Report as of: 02/26/2018

Rows Per Page: 25

Total Licenses: 6

Page 1 of 1

Click on column header to sort

License Number	Status	License Type	Orig. Iss. Date	Expir. Date	Primary Owner	Business Name	Premises Addr.	Mailing Address	Lea Code
1	ACTIVE	20	01/23/1991	08/30/2018	CHEVRON STATIONS INC		428 S REDLANDS AVE PERRIS, CA 92570 Census Tract: 0427.19	PO BOX 2292, BUSINESS LICENSE & PERMIT BREA, CA 92822-2292	3311
2	ACTIVE	20	07/27/1999	08/30/2018	MEPHORS, CECILIA	CALIFORNIA MINI MART	511 E 4TH ST PERRIS, CA 92570-2278 Census Tract: 0427.19	PO BOX 1338 MORENO VALLEY, CA 92556	3311
3	ACTIVE	21	02/09/2004	01/31/2019	VUY ENTERPRISE INC	S & K LIQUOR	360 E 4TH ST PERRIS, CA 92570 Census Tract: 0427.19		3311
4	ACTIVE	21	02/02/2009	01/31/2019	TAN & H INC	NUJEVO MARKET	28818 NUJEVO RD, # A NUJEVO, CA 92567-8201 Census Tract: 0427.19	28724 GOLDEN CLIP CT MURRIETA, CA 92562	3300
5	ACTIVE	21	08/15/2016	05/31/2018	YUCAIPA TRADING CO INC	RIO RANCH MARKETS	460 E 4TH ST PERRIS, CA 92570-2201 Census Tract: 0427.19	11847 CHERRY AVE FONTANA, CA 92337-0141	3311
6	ACTIVE	20	11/22/2017	08/30/2018	7 ELEVEN INC	7-ELEVEN	525 E 4TH ST PERRIS, CA 92570-2009 Census Tract: 0427.19	PO BOX 219088, ATT: 7 ELEVEN LICENSING DALLAS, TX 75221-9088	3311

5 MARK

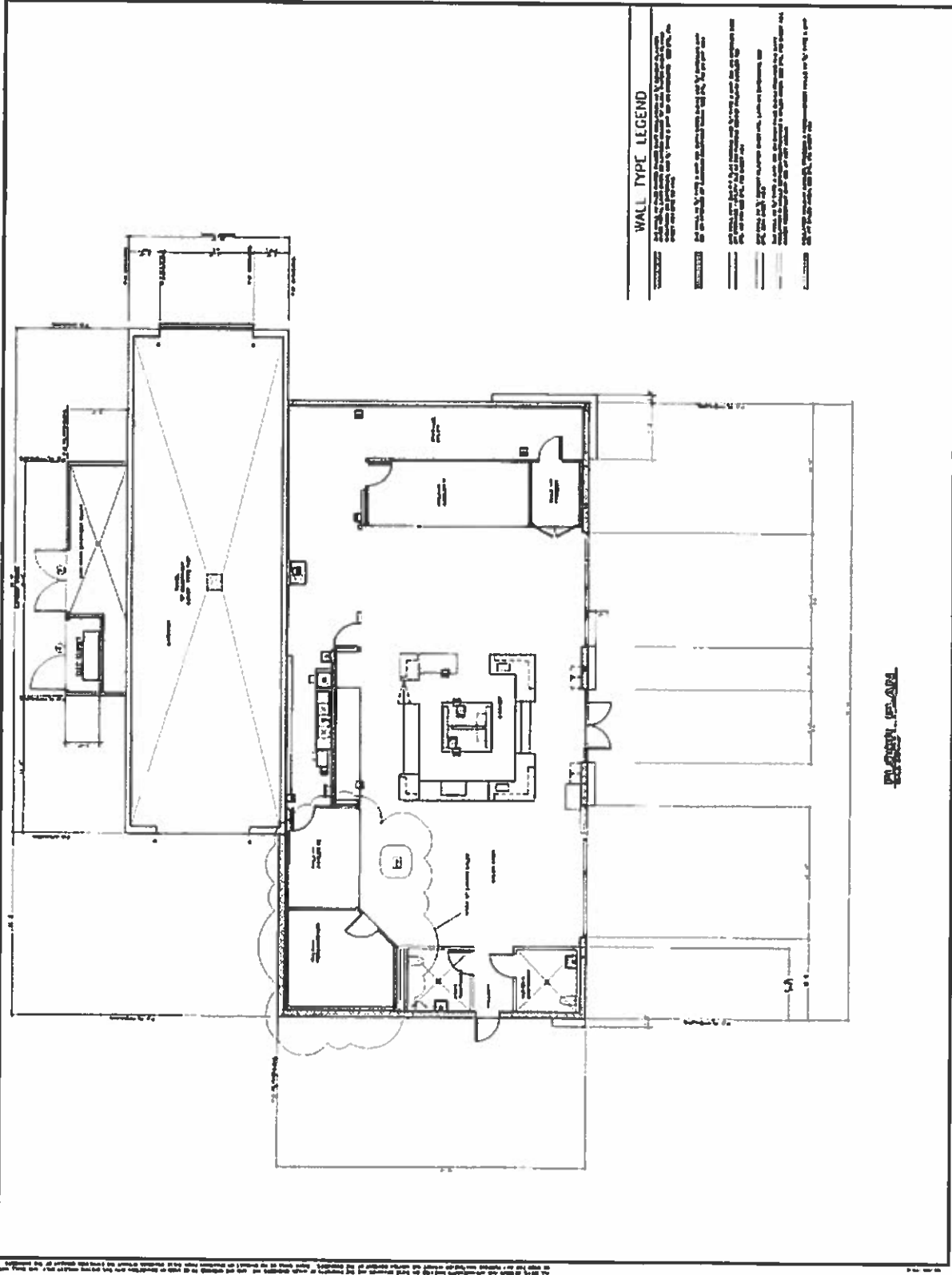
VINTNERS DISTRIBUTORS, INC.
 PERRIS CHEVRON STATION
 EAST SAN JACINTO & REDLAI
 PERRIS, CA

10/11

DATE: 10/11/11
 PROJECT: 111111
 SHEET: 111111

A1.1

FLOOR PLAN



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RESOLUTION NUMBER 18-09

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL FIND NO FURTHER CEQA ACTION IS REQUIRED PURSUANT TO SECTION 15162 OF THE CEQA GUIDELINES, AND APPROVE MAJOR MODIFICATION 18-05004 TO DEVELOPMENT PLAN REVIEW 10-01-0008, AND CONDITIONAL USE PERMIT 18-05005, TO CONSTRUCT A 34,940 SQUARE FOOT RETAIL SHOPPING CENTER; ISSUE A LETTER OF PUBLIC CONVENIENCE OR NECESSITY FOR THE SALE OF ALCOHOLIC BEVERAGES (TYPE 20 BEER AND WINE) FOR OFF-SITE CONSUMPTION LOCATED AT THE SOUTHWEST CORNER OF REDLANDS AVENUE AND SAN JACINTO AVENUE, SUBJECT TO CONDITIONS OF APPROVAL AND THE FINDINGS NOTED HEREIN.

WHEREAS, on January 3, 2018 a Conditional Use Permit 18-05005, Major Modification 18-05004 applications was submitted for a 34,940 square foot retail shopping center located at the southwest corner of Redlands Avenue and San Jacinto Road; and

WHEREAS, On January 3, 2018, the applicant requested a letter of Public Convenience or Necessity (PCN) for the Food mart to sell beer and wine (type 20 ABC license); and

WHEREAS, the original Conditional Use Permit 10-04-0001 is rescinded by Conditional Use Permit 18-05005; and

WHEREAS, on January 28, 2009, a Development Plan Review (DPR 10-01-0008) and Conditional Use Permit (CUP 10-04-0001) applications were submitted for a 48,778 square foot retail shopping center located at the southwest corner of Redlands Avenue and San Jacinto Road; and

WHEREAS, a Planning Commission public hearing was held on May 19, 2010 for Development Plan Review 10-01-0008 and Conditional Use Permit 10-04-0001, at which time all interested persons were given full opportunity to be heard and to present evidence and recommended approval to the City Council; and

WHEREAS, a City Council public hearing was held on June 29, 2010 for Development Plan Review 10-01-0008 and Conditional Use Permit 10-04-0001, at which time all interested persons were given full opportunity to be heard and was unanimously approved; and

WHEREAS, the City Council on June 29, 2010 adopted Mitigated Negative Declaration 2284 to comply with the California Environmental Quality Act (CEQA); and

Exhibit I

WHEREAS, Section 19.54.30(3) of the City of Perris Municipal Code (*Zoning Code, Authority and Review Procedures*) provides that where multiple applications related to a project are concurrently processed and the project contains an application which requires review and determination by the City Council, all applications and associated environmental review shall be reviewed by the Planning Commission and referred to the City Council for a determination; and

WHEREAS, the proposed location is in accordance with the objectives of the Zoning Ordinance and the purpose of the CC (Commercial Community) zoning district; and

WHEREAS, the proposed project is consistent with the City's General Plan and conforms to all zoning standards and other Ordinances and Resolutions of the City; and

WHEREAS, a public hearing was held on March 21, 2018, at which time all interested persons were given full opportunity to be heard and to present evidence; and

WHEREAS, the proposed project has been duly noticed; and

NOW, THEREFORE, BE IT RESOLVED, after due deliberation, study and public hearing that the Planning Commission of the City of Perris hereby recommends that the City of Perris City Council find as follows:

Section 1. The above recitals are all true and correct.

Section 2. On June 29, 2010, the City Council adopted Mitigated Negative Declaration 2284 for Development Plan Review 10-01-0008, Tentative Tract Map 36266 (10-01-0009), Conditional Use Permit 10-04-0001. Pursuant to guideline 15162 (previously adopted MND) of the California Environmental Quality Act (CEQA), when a MND has been adopted for a Project, no subsequent negative declaration shall be prepared for that Project unless the lead agency determines, on the basis of substantial evidence in light of the whole record, one or more of the following: (1) Substantial changes are proposed in the Project which will require major revisions of the previous adopted MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (2) Substantial changes occur with respect to the circumstances under which the Project was undertaken that will require major revisions of the previous MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous MND as certified as complete show that: (A) the Project will have one or more significant effects not discussed in the previous adopted MND; (B) significant effects previously examined will be substantially more severe than shown in the adopted MND; (C) mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, the Project proponents decline to adopt the mitigation measure or alternative; or (D) mitigation measures or alternatives which are considerably different from those analyzed in the previous MND would substantially reduce one or more significant effects on the environment, but the Project proponents decline to adopt the

mitigation measure or alternative. Staff has determined that the proposal is consistent with the original approved Project and would not require further CEQA analyses pursuant to Section 15162.

Section 3. Based on the information contained in the supporting exhibits for this Conditional Use Permit and Public Convenience or Necessity (PCN), this City Council finds:

Findings for Conditional Use Permit

- 1. The proposed location of the conditional use is in accord with the objectives of this Title and the purposes of the zone in which the site is located.**

The zoning and General Plan designation of the site is Community Commercial (CC) zone. The Commercial Community zone permits retail uses such as: supermarkets, food marts, convenience stores, drive-thru restaurants, retail business, and fueling stations through a Conditional Use Permit. Also, as conditioned, the Project meets the objectives of the commercial community zone by promoting service-oriented and retail business activities which will serve the entire City. Overall, the proposed buildings and future business are applicable and correlate with the General Plan Land Use designation of commercial community (CC). Therefore, through site design and as conditioned, the site location is in accordance with the objectives of Chapter 19.61 Conditional Use Permits and meets the purposes of the zone in which the site is located.

- 2. The proposed plan is consistent with the City's General Plan and conforms to all Specific Plans, zoning standards, applicable subdivision requirements, and other ordinances and resolutions of the City.**

The proposed use has been verified to be in compliance with the site design, setbacks, and fencing requirements of the Commercial Community zone. The Commercial Community zone permits retail based uses, which provide retail and shopping opportunities within the City. Through a conditional use permit, staff reviewed the Project in detail to ensure that the site design and future land uses coincide with the intent and the purpose of these requirements. As conditioned, the proposed plan is consistent with the City's General Plan, zoning standards, and ordinances, and resolutions of the City. Concerning applicable General Plan land use policies, the Project is consistent with General Plan Policy III.A by providing new commercial shopping and employment opportunities within the City.

- 3. The proposed location of the Conditional Use Permit and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.**

As conditioned, the proposed fueling station, drive-thru restaurant, drive-thru automated carwash, and sale of alcohol (beer and wine) will not be detrimental to the public health, safety or welfare, or injurious to property and improvements in the vicinity or to the general welfare of the City. The Food Mart provides mandatory state-of-the art training

for employees for security measures, and controls for the sale of alcohol and cigarettes, which are above and beyond the City's requirements. Also, development of the site at the southwest corner of San Jacinto Avenue and Redlands Avenue will include full outstanding street improvements along San Jacinto Avenue, on-site security lighting to improve the general welfare of the City.

- 4. The architecture proposed is compatible with community standards and protects the character of adjacent development.**

The proposed architecture is compatible with community standards and protects the character of adjacent development. The Project is surrounded by vacant land to the west and east, the I-215 to the south. Currently, an existing gas station (Shell) located north across San Jacinto Avenue. The proposed shopping center surpasses the architecture in the vicinity in design, detail, color, material and aesthetics. This modification includes upgrading the existing roof material by replacing the metal seam roof with concrete shake tile. As conditioned, the proposed architecture meets and exceeds the commercial community design standards by providing architecturally enhanced building to include a variety of roof types ranging from parapets, hips, gables, decorative tile. Stone veneer provides architectural articulation, which enhances the entitled elevations and provides a clearly defined building with base, body, and cap. The site will also have decorative pavers and decorative lighting to enhance the aesthetics and character of the adjacent development.

- 5. The landscaping plan ensures visual relief and provides an attractive environment for the public's enjoyment.**

Good quality landscaping is extensively provided throughout the site, including street trees along both San Jacinto Avenue and Redlands Avenue. Also, multi-layered landscaping including trees, shrubs and groundcover, which are proposed to be concentrated in proximity to both entrances. Also, approximately about 13% of the site will be landscaped. Moreover, the right-of-way along San Jacinto Avenue and Redlands Avenue shall be annexed into a landscape maintenance district (LMD) prior to final Certificate of Occupancy.

Additional Findings Required per PMC Section 19.65.040 Conditional Use Permit for the Sale of Alcoholic Beverages:

- 1. The location or the use shall not result in adverse impacts on park facilities, school facilities, existing religious land uses and/or existing residential land uses.**

The proposed use as a Food Mart and fueling station conforms to the intent of the district, and a CUP is required for the fueling station use and sales of alcohol. The nearest school (*Palms Elementary*) is 1,500 feet away, located on Jarvis Street. Moreover, the proposed convenience store is more than 1,000 feet away from any church and school, which coincidentally meets the distance standard for these uses as required by the Zoning Code. Overall, the proposal will not result in adverse impacts to school and religious institutions.

- 2. The traffic increases associated with the use will not result in potential hazards to existing pedestrian and/or vehicular traffic.**

The project will not increase traffic associated with the Project which would result in potential hazards to existing pedestrian and/or vehicular traffic. The proposed land use as a Food Mart in this location along San Jacinto and Redlands Avenue was anticipated and analyzed by the EIR prepared for the City of Perris General Plan (2030) Land Use and Circulation Element. The Project site is located along San Jacinto Avenue which provides a signalized intersection to prevent hazards to existing pedestrian and vehicular traffic. Moreover, the City Engineer has conditioned the shopping center Project to construct right-of-way improvements such as: curb, gutter, and sidewalk to provide additional pedestrian safety.

- 3. The establishment shall not constitute an enforcement problem to the City Police Department.**

The proposal was presented to the Perris Sheriff Department (Deputy Crawford) for comment by planning staff via telephone (January 24, 2018) which stated that no service calls were made within that area of Perris. The sheriff was also supportive of this alcohol license, since the applicant was a national gas station chain versus a dedicated liquor store establishment focused in selling alcohol.

- 4. The development conforms to all applicable provisions of this Code.**

The proposed project conforms to or exceeds all applicable provisions of this Code and the necessary Letter of Public Convenience or Necessity (PCN) for an ABC Type 20 License for Off-Site Consumption. See the Findings below regarding the PCN.

Findings for a Letter of Public Convenience or Necessity (PCN):

- 1. The sale of alcohol at this Convenience Store will be a public convenience.**
Five (5) of the licenses in the census tract are within a quarter of a mile from the proposed Food Mart. However, all five (5) are located south across the I-215 freeway within the Perris Downtown Specific Plan 4th Street gateway area. The other establishment with a license called Nuevo Market in the unincorporated area town of Nuevo is a significant distance from the site, which is approximately 5 miles northeast of the site. The Chevron Food Mart proposes to sell beer and wine for the convenience of its patrons that will already be in the store for groceries and general merchandise, and making purchases of gasoline. Also, the Food Mart will provide an additional source of fresh foods within that area that the other similar gas stations and liquor stores do not provide. For quick trips and when a gasoline purchase is necessary, the public will find the Food Mart more convenient due to the occasional incidental purchase of alcohol in relation to the sale of general merchandise, fuel, and groceries.
- 2. The approval of a new license for the off-sale of beer and wine is an ancillary use to a general merchandise store and will not have a disproportionate impact on adjacent residential neighborhoods or sensitive uses.**

Less than 4% of Food Mart store area is devoted exclusively for the sale of beer and wine. The sale of beer and wine is ancillary and patrons will incidentally purchase beer and wine in association with the sale of general merchandise such as fuel and groceries. Based on the small floor area of alcohol display, no disproportionate impact is anticipated to adjacent residential properties, schools, or churches.

3. **The approval of the sale of beer and wine at the Chevron at San Jacinto Avenue and Redlands Avenue will not result in an adverse impact on public health, safety, or welfare.**

The location or the use will not result in adverse impacts on public health, safety or welfare in that the subject business is a grocery/retail store within minimal area allocated to beer and wine sales. This proposal was routed to the Perris Sheriff Department (Deputy Crawford) for review and comment and a public hearing notice was mailed to adjacent property owners within 300 feet of the subject site. To date, staff has not received any comments from the public, and the Perris Sheriff Department has stated it has no objection to this proposal with implementation of conditions of approval for the sale of alcohol.

Section 4. The Planning Commission hereby recommends that the City Council find the Major Modification to Development Plan Review 10-01-0008 and Conditional Use Permit 18-05005 does not trigger changes to the previously adopted Mitigated Negative Declaration (2284) pursuant to Section 15162, no further CEQA action is required and approve Specific Plan Amendment 17-05242, based on the findings presented herein.

Section 5. The Planning Commission declares that should any provision, section, paragraph, sentence, or word of this Resolution 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 Resolution shall remain in full force and effect.

Section 6. The Chairperson shall sign this Resolution and the Secretary shall certify to the adoption of this Resolution.

ADOPTED, SIGNED and APPROVED this 21st day of March 2018.

Jack Shively
Chairperson, Planning Commission

ATTEST:

Kenneth Phung, Secretary, Planning Commission

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

I, **KENNETH PHUNG**, Secretary of the Planning Commission of the City of Perris, do hereby certify that the foregoing Resolution Number 18-09 was duly adopted by the Planning Commission of the City of Perris at a regular meeting thereof held on the 21st day of March 2018, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Kenneth Phung
Secretary of the Planning Commission

Attachment: Revised Planning, Engineering Conditions of Approval

Verbal Presentation

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: April 10, 2018

SUBJECT: Receive, Discuss, and File a Report providing a status update on the enforcement efforts relating to the City's Medical Marijuana Dispensary Regulatory Program.

REQUESTED ACTION: That the City Council receive, discuss, and file a report providing a status update on the enforcement efforts relating to the City's Medical Marijuana Dispensary Regulatory Program.

CONTACT: Eric L. Dunn, City Attorney

BACKGROUND:

On November 8, 2016, the City's voters approved Ordinance No. 1330, which established the City's Medical Marijuana Dispensary Regulatory Program ("Program"). While the Program permitted the establishment of medical marijuana dispensaries, subject to certain regulations, within the City, dispensaries which operate in violation of the Program are subject to both criminal and civil enforcement. City staff has been working in conjunction with the City Attorney's Office to engage in civil enforcement against dispensaries which operate in violation of the Program. As it will be detailed below, the purpose of civil enforcement is to ultimately shut an illegal dispensary down.

DISCUSSION:

Overview of the Enforcement Process for Illegal Dispensaries

For informational purposes, the enforcement team (composed of both City staff and the City Attorney's Office) utilizes the following general procedures:

1. Identify the dispensary and the property owner(s) via public resources and/or complaints.
2. Determine whether the dispensary is operating legally or illegally.
3. Seek an inspection of dispensary location for potential violations of law. If applicable, communicate any illegal nature of operation, and pursue voluntary closure/remediation prior to filing court papers.
4. If voluntary closure/remediation is unsuccessful, then initiate a court action:

- 4.1 File a court action seeking to: (a) temporarily and immediately halt an illegal dispensary operation for an initial time period (“TRO”); (b) seek a preliminary injunction to halt illegal operations until the court action concludes (“PI”); and (c) permanently close the illegal dispensary operation.
 - 4.2 After issuance of a TRO, pursue settlement making the TRO permanent and secure reimbursement of City’s fees and costs. If settlement is not possible, pursue a PI.
 - 4.3 After securing a PI, enforce injunction, if necessary via the terms of the PI (e.g., seizure of contraband) and enforce injunction via contempt proceedings (with possible jail time for violators of the PI).
 - 4.4 Throughout this process, seek a negotiated resolution of case. However, if process is unsuccessful, then proceed to trial.
5. If successful at trial, then, if necessary, seek enforcement of court judgment.

Current Statistics

The current status on enforcement efforts in support of the Program is as follows:

Fully Permitted & Licensed: 4 (Green America, Holistic Collective (Westside), IE Gardens, Firehouse 64).

Permitted, License Pending: 2 (Perris Pharm, PF John’s Collective).

Applications Under Review: 10 (Dynamic Meds, Southern California Cannabis, The Fire Station, Green Kong, Perris Regional Compassionate Center, Canna Cloud, Abdulla Waheed, Ibrahim Rahman, San Jacinto Ln LLC, Holistic, Inc.)

Illegal Dispensaries Closed: 8 (Stellar Cellar, CCI Medical, K.O. Labs, Med Logic, Green Buddha, 4th Street Meds, Mega Danks, Fuzzy).

Settlement Reached: 5.

Evictions/Closures Pending: 2.

Current Injunctions & Actions: 2.

New Illegal Dispensaries Identified: 1 (Pinky’s).

Additionally, the City Attorney’s Office successfully negotiated repayment of the City’s costs (attorneys’ fees) on several cases in the approximate amount of **\$36,000**.

It is recommended that the City Council receive, discuss, and file a report providing a status update on the enforcement efforts relating to the City’s Medical Marijuana Dispensary Regulatory Program, and provide direction to staff.

BUDGET (or FISCAL) IMPACT:

Cost for staff preparation of this item has been budgeted in the 2017-2018 budget.

Prepared by: Eric L. Dunn, City Attorney

Director of Finance: Jennifer Erwin
Assistant City Manager: Clara Miramontes
Assistant City Manager: Darren Madkin

Business Item: April 10, 2018

Attachments: N/A.

Verbal Presentation