

*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, March 14, 2017**

**6:30 P.M.**

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

***ROLL CALL:***

Burke, Corona, Rabb, Rogers, Vargas

***CLOSED SESSION: 5:30 P.M.***

- A. Conference with Real Property Negotiators – Government Code  
Section 54956.8  
Property: APN#'s 326-062-017; 326-071-001; 326-072-005  
City Negotiator: Richard Belmudez, City Manager  
Negotiating Parties: The Metz Road Trust;  
Summer Creek Homes as Trustee  
Under Negotiation: Price and terms of payment
- B. Conference with Legal Counsel - Potential Litigation - Government  
Code Section 54956.9 (d)(2) - 1 case
- C. Conference with Legal Counsel – Existing Litigation –  
Government Code Section 54956.9(d)(2); 1 case:  
1. Vincent Scarpino, et al. v. City of Perris, et al. Case Number RIC 1510034
- 1. CALL TO ORDER: 6:30 P.M.***

2. **ROLL CALL:**

Burke, Corona, Rabb, Rogers, Vargas

3. **INVOCATION:**

4. **PLEDGE OF ALLEGIANCE:**

Councilwoman Burke 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. League of California Cities Update by Erin Sasse.
- B. Team Mental Health Awareness Event presented by YAC.
- C. Proclamation proclaiming the week of March 27-31, 2017 as National Boys and Girls Club Week.

7. **APPROVAL OF MINUTES:**

- A. Approve the Minutes of the Regular Joint Meeting 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 held February 28, 2017.

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) requiring food establishments in the City of Perris to provide a healthy beverage as the default beverage in children's meals.

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, ADDING CHAPTER 7.46 TO TITLE 7 OF THE PERRIS

MUNICIPAL CODE ESTABLISHING DEFAULT BEVERAGES OFFERED IN CHILDREN'S MEALS

- B. Adopt the Second Reading of Ordinance Number (next in order) repealing and replacing Chapter 3.32 of the Perris Municipal Code, Purchasing System and Informal Bid Procedures.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, REPEALING AND REPLACING CHAPTER 3.32 OF TITLE 3 OF THE CITY OF PERRIS MUNICIPAL CODE REGARDING THE PURCHASING SYSTEM

- C. Approve the Boys and Girls Club of Perris request for a fee waiver to use the Senior Center for an Imagination Playground held on March 3, 2017, hosted by the Boys and Girls Club of Perris.
- D. Adopt Resolution Number (next in order) instituting foreclosure proceedings in regards to its Community Facilities Districts.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS AUTHORIZING AND ORDERING JUDICIAL FORECLOSURE OF CURRENT AND FUTURE DELINQUENT SPECIAL TAXES RELATED TO ITS COMMUNITY FACILITIES DISTRICTS OF THE CITY OF PERRIS, PURSUANT TO THE MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982, AND TAKING CERTAIN ACTIONS IN CONNECTION THEREWITH

- E. Approval of a Contract Services Agreement between the City of Perris and MHM Associates for Resource Development Services.
- F. Approve Extension of Time No. 17-05026 for Tentative Tract Map 33973, located north of San Jacinto River, west of McPherson Road, south of Ethanac Road and east of Sophie Street. (Applicant: Mitzman Land Development).
- G. SB1 and AB1 Transportation Funding Bills.
- H. SB 540 and SB2 and SB 3 Housing Bills.
- I. Award of Contract for design services to Hirsch and Associates, Inc. for site grading and drainage plans for the Enchanted Hills Park project and that the City Council approve a change order to Al Abbasi Construction and Engineering's existing contract for the Nuevo

Interchange Project to include sidewalk improvements at the Enchanted Hills Park Project not to exceed \$200,000.

**9. PUBLIC HEARINGS: NO PUBLIC HEARINGS**

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

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

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

- A. Presentation by Cindy Espinoza, Chief Executive Officer, Perris Chamber of Commerce.

Introduced by: Michael McDermott, Interim Deputy City Manager

PUBLIC COMMENT:

- B. Overview of drainage infrastructure.

Introduced by: Habib Motlagh, City Engineer

PUBLIC COMMENT:

- C. Paul Jones, General Manager, Eastern Municipal Water District will give an update on the California drought and an overview of the California Waterfix.

Introduced by: Richard Belmudez, City Manager

PUBLIC COMMENT:

- D. Consideration to introduce the First Reading of Ordinance Number (next in order) Repealing Mandatory Water Conservation Regulations.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, REPEALING ORDINANCE NO. 1318 AND MUNICIPAL CODE CHAPTER 14.06 REGARDING MANDATORY WATER CONSERVATION REGULATIONS

Introduced by: Eric Dunn, City Attorney

PUBLIC COMMENT:

- E. Consideration of District-Based City Council Elections under the California Voting Rights Act.

Introduced by: Eric Dunn, City Attorney

PUBLIC COMMENT:

- F. Consideration to approve the 2016-2017 Mid-Year Budget Review and amend the Capital Improvement Program as presented.

Introduced by: Jennifer Erwin, Assistant Director of Finance

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: March 14, 2017  
SUBJECT: *Approval of Minutes*

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**BACKGROUND:** None.

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**FISCAL IMPACT:** None.

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- **RECOMMENDATION:** Motion to approve the Minutes of the Regular Joint Meeting held on February 28, 2017 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, Records Clerk   
Approved by: Nancy Salazar, City Clerk

**Attachments:**

- Minutes of the Regular Joint Meeting held on February 28, 2017 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: February 28, 2017

06:30 PM

Place of Meeting: City Council Chambers

### CLOSED SESSION

**Mayor Vargas called the Closed Session to order at 6:00 p.m.**

#### ROLL CALL

**Present: Rogers, Burke, Corona, Rabb, Vargas**

**Staff Present: City Manager Belmudez, Assistant City Attorney Khuu and City Clerk Salazar**

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

**The City Council adjourned to Closed Session at 6:01 p.m.**

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

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

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

Present: Rogers, Burke, Corona, Rabb, Vargas

Staff Members Present: City Manager Belmudez, Assistant City Attorney Khuu, City Engineer Motlagh, Interim Assistant City Manager Madkin, Interim Deputy City Manager McDermott, Police Captain Ford, Fire Chief Barnett, Director of Development Services Miramontes, Capital Improvement Project Manager Morales, Assistant Director of Administrative Services Carlos, Assistant Director of Community Services and Housing Chavez, Assistant Finance Director Erwin, Assistant Director of Public Works Hartwill, Public Information Officer Vargo and City Clerk Salazar.

3. INVOCATION: Pastor Ted Norton New Life Fellowship of Perris  
1041 Davis Street Perris, CA 92571

4. PLEDGE OF ALLEGIANCE:

**Councilwoman Rogers led the Pledge of Allegiance.**

5. REPORT ON CLOSED SESSION ITEMS:

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

6. PRESENTATIONS/ANNOUNCEMENTS:

- A. Joseph Perez, winner of the Panini America "Super Bowl Kid Reporter."
- B. Presentation to recognize AmeriCorps, the National Civilian Community Corps for their contributions to the Perris Green City Farm Program, introduced by Isabel Carlos, Assistant Director of Administrative Services and Dr. Darleana McHenry, Executive Director for St. Carries Center SMART Academy.
- C. Presentation to Dave Stuart, Planning Commissioner.

7. APPROVAL OF MINUTES:

- A. Approved the Minutes of the Regular Joint Meeting 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 held February 14, 2017.

The Mayor called for a motion.

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

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

NOES:

ABSENT:

ABSTAIN:

8. CONSENT CALENDAR:

Mayor Pro Tem Rabb requested that Item 8.A. be pulled for a separate vote.

The Mayor called for Public Comment.

The following person spoke regarding item 8.D.:

**Tim Janca- TJ Janca Construction**

- A. Adopted the Second Reading of Ordinance Number 1339 regarding Ordinance Amendment OA 17-0508 to amend Chapter 5.54.140(A) of the Perris Municipal Code to revise the "location restrictions" for medical marijuana dispensaries by expanding the minimum distance requirement from 600 feet to 1,000 feet from a school, park, place of worship, youth-



oriented facility and community center.

The Second Reading of Ordinance Number 1339 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING SECTIONS 5.54.140(A) OF THE PERRIS MUNICIPAL CODE TO INCREASE LOCATION RESTRICTIONS FROM 600 FEET TO 1000 FEET, FOR MEDICAL MARIJUANA DISPENSARIES FROM SCHOOLS, PARKS, PLACES OF WORSHIP, YOUTH-ORIENTATED FACILITIES AND COMMUNITY CENTERS

**This item was voted on separately.**

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Tonya Burke to Approve item 8.A. as presented.

AYES: Rita Rogers, Tonya Burke, Michael Vargas

NOES: Malcolm Corona, David Starr Rabb

ABSENT:

ABSTAIN:

- B. Adopted Resolution Numbers 5084, 5085 and 5086 regarding initiation of Annual Proceedings for City's Maintenance Districts (FY 2017/2018). The Districts include residential tracts and commercial developments throughout the City.

Resolution Number 5084 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2017/2018 IN THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; APPOINTING THE ENGINEER OF WORK, AND ORDERING PREPARATION OF AN ENGINEER'S REPORT

Resolution Number 5085 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2017/2018 IN THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; APPOINTING THE ENGINEER OF WORK, AND ORDERING PREPARATION OF AN ENGINEER'S REPORT

Resolution Number 5086 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2017/2018 IN THE CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1 PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; APPOINTING THE

ENGINEER OF WORK, AND ORDERING PREPARATION OF AN  
ENGINEER'S REPORT

- C. Approved the demolition of dilapidated structures at 101, 118 and 195 South "D" Street.
- D. Approved the rejection of all bids received for the Foss Field Improvements (Spec. No. #LMDGF 1-2016-17-03 and authorize staff to re-advertise the project.
- E. Approved the award of bid to Bill and Dave's Landscape, Inc. and Adame Landscape, Inc. and reject all other bids received regarding Landscape Benefit Zone Maintenance Services (Specification No. #LMD 1-2016-17-02).
- F. Approved the award of Contract to LOR Geotechnical Group, Inc. for the compaction, materials testing services and pavement subgrade structural section design verification of the Perris Valley Storm Drain Channel Trail Project Construction.
- G. Adopted Resolution Number 5087 regarding the amendment to reallocate and appropriate unexpended Community Development Block Grant (CDBG) funds from the FY 2015-2016 Action Plan to the FY 2016-2017 Action Plan to provide additional funding to eligible improvement projects.

Resolution Number 5087 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 2016-2017 ANNUAL ACTION PLAN BY REALLOCATING \$74,160.42 IN UNEXPENDED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM THE FISCAL YEAR 2013-2014 AND 2015-2016 ANNUAL ACTION PLAN TO THE FISCAL YEAR 2016-2017 ANNUAL ACTION PLAN

- H. Approved Rotary Club of Perris request for a fee waiver for use of the Bob Glass Gym and Community Room for the Perris Honors Gala to be held on May 4, 2017.
- I. Received and Filed the Perris Community Economic Development Corporation (CEDC) State and Federal Tax Returns for 2015-2016.
- J. Approved Check Register for January 2017.

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by Tonya Burke to Approve the Consent Calendar, with the exception of Item 8.A., as presented.

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

NOES:

ABSENT:  
ABSTAIN:

9. PUBLIC HEARINGS:

- A. Adopted Resolution Numbers 5088, 5089 and 5090 regarding the Annexation of Parcel Map 36726 to the City's Maintenance Districts. The distribution warehouse is a 43.15 acre project bordered on the north by Nance Street and on the south by Markham Street, and is located between Webster and Indian Avenue. (Ownership of: Integra Pacific LLC.).

Resolution Number 5088 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PARCEL MAP 36726 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2016-2017

Resolution Number 5089 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PARCEL MAP 36726 TO BENEFIT ZONE 122, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2016-2017

Resolution Number 5090 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PARCEL MAP 36726 TO BENEFIT ZONE 91, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2016-2017

**This item was presented by Roxanne Shepherd, Shepherd & Staats, Inc.**

**The Mayor opened the Public Hearing at 7:05 p.m. There was no Public Comment.**

**The Mayor closed the Public Hearing at 7:05 p.m.**

**The Mayor requested that City Clerk Salazar open the 3 ballots. City Clerk Salazar opened the 3 ballots and reported that all 3 were marked "Yes".**

**The Mayor called for a motion.**

M/S/C: Moved by Rita Rogers, seconded by Malcolm Corona to Approve Resolution Numbers 5088, 5089 and 5090 as presented.

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

NOES:

ABSENT:

ABSTAIN:

- B. Introduced the First Reading of Ordinance Number 1340 requiring food establishments in the City of Perris to provide a healthy beverage as the default beverage in children's meals.

The First Reading of Ordinance Number 1340 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADDING CHAPTER 7.46 TO TITLE 7 OF THE PERRIS MUNICIPAL CODE ESTABLISHING DEFAULT BEVERAGES OFFERED IN CHILDREN'S MEALS

**The Mayor opened the Public Hearing at 7:14 p.m.**

**The Mayor called for Public Comment. The following people spoke at Public Comment:**

**Mary Vega Nichols**

**Eric Lopez Morales**

**Maya Davis**

**Kanat Tibet**

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

**The following Councilmember's spoke:**

**Rogers**

**Corona**

**Rabb**

**Vargas**

The Mayor called for a motion.

M/S/C: Moved by Tonya Burke, seconded by Rita Rogers to Approve the First Reading of Ordinance Number 1340 as presented.

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

NOES:

ABSENT:

ABSTAIN:

- C. Adopted Resolution Number 5091 regarding Plan Development Overlay (PDO) 14-00093 and Tentative Tract Map 14-00091 (TTM 37038), a proposal to subdivide 14.5 acres of vacant land into a 111 unit planned

residential development with common open-space amenities and to apply a Planned Development Overlay (PDO) Zone located at the southwest corner of Orange Avenue and Dunlap Road. (Applicant: Robert Furey, Groundwork, Inc.).

Resolution Number 5091 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADOPTING MITIGATED NEGATIVE DECLARATION 2327 AND APPROVING PLAN DEVELOPMENT OVERLAY (PDO)14-00093 AND TENTATIVE TRACT MAP 14-00091 (TTM 37038) TO SUBDIVIDE 14.5 ACRES OF VACANT LAND INTO A 111 UNIT PLANNED RESIDENTIAL DEVELOPMENT WITH COMMON OPEN SPACE AMENITIES AND TO APPLY A PLAN DEVELOPMENT OVERLAY ZONE LOCATED AT THE SOUTHWEST CORNER OF ORANGE AVENUE AND DUNLAP ROAD; AND MAKING FINDINGS IN SUPPORT THEREOF

**This item was presented by Contract Planner Phung.**

**The Mayor opened the Public Hearing at 7:39 p.m.  
The following person spoke at Public Comment:**

**Robert Furey- Groundwork Incorporated**

**The Mayor closed the Public Hearing at 7:40 p.m.**

**The following Councilmember's spoke:**

**Corona**

**Rabb**

**Rogers**

**Vargas**

The Mayor called for a motion.

M/S/C: Moved by Tonya Burke, seconded by Malcolm Corona to Approve Resolution Number 5091 as presented.

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

NOES:

ABSENT:

ABSTAIN:

- D. Introduced the First Reading of Ordinance Number 1341 repealing and replacing Chapter 3.32 of the Perris Municipal Code, Purchasing System and Informal Bid Procedures.

The First Reading of Ordinance Number 1341 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, REPEALING AND REPLACING CHAPTER 3.32 OF TITLE 3 OF THE CITY OF PERRIS MUNICIPAL CODE REGARDING THE PURCHASING SYSTEM

**This item was presented by Assistant Director of Finance Erwin.**

**Councilmember Rogers left the City Council Chambers at 7:43 p.m. and returned at 7:44 p.m.**

**The Mayor opened the Public Hearing at 7:45 p.m.  
There was no Public Comment.  
The Mayor Closed the Public Hearing at 7:46 p.m.**

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

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Malcolm Corona to Approve the First Reading of Ordinance Number 1341 as presented.

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

NOES:

ABSENT:

ABSTAIN:

**10. BUSINESS ITEMS:**

**A. Presentation of a Resource Development Plan by MHM and Associates.**

**This item was introduced by Interim Assistant City Manager Madkin and turned over for presentation by Luvina Beckley of MHM and Associates.**

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

**The following Councilmember's spoke:  
Corona  
Vargas  
Rogers  
Burke**

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

**The following people spoke at Public Comment:**

- Courtney Hamilton-Teen Perris**
- Christina Laverne- Teen Perris**
- Christine Lavone- County of Riverside**
- Juanito Lamille- City of Perris**
- Anille Mill- Pre Teen Perris**
- Zariah Mill- Union Pre Teen Perris**
- LaWanna Crawford**

**12. COUNCIL COMMUNICATIONS:**

**The following Councilmember's spoke:**

**Corona  
Rogers  
Burke  
Rabb  
Vargas**

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.

**There being no further business Mayor Vargas adjourned the Regular City Council meeting at 8:48 p.m.**

**Respectfully Submitted,**

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**Nancy Salazar, City Clerk**

**CITY COUNCIL  
AGENDA SUBMITTAL**

**Meeting Date: March 14, 2017**

**SUBJECT:** Consideration of an Ordinance Requiring Food Establishments in the City of Perris to Provide a Healthy Beverage as the "Default" Beverage in Children's Meals.

**REQUESTED ACTION:** To Adopt the Second Reading of Ordinance Number (next in order) Requiring Food Service Establishments that Sell Children Meals to Provide Water, Milk or 100% Juice, as the "Default" Beverages in Children's Meals.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADDING CHAPTER 7.46 TO TITLE 7 OF THE PERRIS MUNICIPAL CODE ESTABLISHING DEFAULT BEVERAGES OFFERED IN CHILDREN'S MEALS

**CONTACT:** Isabel Carlos, Assistant Director of Administrative Services 

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**BACKGROUND/DISCUSSION:**

On February 28, 2017, the City Council approved the First Reading of Ordinance Number (next in order) requiring food establishments in the City of Perris to provide a healthy beverage as the "default" beverage in children's meals.

The proposed Ordinance supports children's health by requiring healthy beverages to be offered as the default beverage offered with a combination children's meal inclusive of a drink, sold together at a single price. The proposed ordinance does not prohibit a restaurant's ability to sell, or a consumer's ability to purchase a substitute or alternative beverage if requested by the consumer.

The City of Perris has invested considerable resources to combat childhood obesity and to promote and facilitate healthier lifestyles in our community. The proposed Ordinance supports children's health and intends to support parent's efforts in providing healthier choices and improving the nutritional quality of children's meals.

Staff respectfully recommends that the City Council approve the Second Reading of Ordinance Number (next in order).

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**BUDGET (or FISCAL) IMPACT:**

The proposed ordinance will be implemented using existing staff resources. If the ordinance is adopted, implementation of the ordinance will redirect existing staff time.


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Prepared by: Crystal Lopez

Reviewed by:

City Attorney \_\_\_\_\_

Interim Assistant City Manager 

Assistant Director of Finance 

Attachments: Ordinance

Consent: March 14, 2017



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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADDING CHAPTER 7.46 TO TITLE 7 OF THE PERRIS MUNICIPAL CODE ESTABLISHING DEFAULT BEVERAGES OFFERED IN CHILDREN'S MEALS**

**WHEREAS**, the City Council desires to promote healthy meal options for children and families and contribute to building a healthier community;

**WHEREAS**, an important goal of the City of Perris is to foster an active and healthy lifestyle and implement innovative approaches to social problems, as supported by the Healthy Community Element in the General Plan.

**WHEREAS**, over the past 30 years, according to a journal published in 2014 by the American Medical Association, obesity rates in the United States has more than doubled and approximately a third of children nationwide are overweight or obese.

**WHEREAS**, in the City of Perris, according to a study performed by the California Center for Public Health Advocacy in 2010, 44.2 percent of children are overweight or obese. According to a review in literature conducted by the School of Medicine and Public Health of Emory University in 1993, studies found that obese children are at least twice as likely as non-obese children to become obese adults.

**WHEREAS**, in 2001, the U.S. Department of Health and Human Services published an excerpt from the Office of the Surgeon General of how obese children and adults are at greater risk for numerous adverse health consequences, including type 2 diabetes, heart disease, stroke, high blood pressure, high cholesterol, certain cancers, asthma, low self-esteem, depression, and other debilitating diseases.

**WHEREAS**, in 2012, the Obesity Society conducted a study to determine the casuality of obesity-related health conditions on on economic costs. They determined that annual health care costs from obesity are at least 190 billion dollars -- or 21 percent of total health care spending -- and are expected to rise substantially. Roughly 40 percent of these costs are paid through Medicare and Medicaid, which means that taxpayers foot much of the bill. According to a study performed by the California Center for Public Health Advocacy in 2006, overweight and obesity-related annual healthcare costs in Riverside County are estimated at 443 million dollars.

**WHEREAS**, the City of Perris has invested considerable resources to combat childhood obesity. The City adopted Resolution No. 4590, Healthy Eating Active Living (HEAL) campaign to promote healthier lifestyles and communities. Through Live Well Perris, the citywide public health initiative, the City inspires and promotes healthy diet and nutrition and sponsors free physical fitness programs for the general population. As part of the services under the City's Nutrition Education Obesity Prevention program, a federally funded program, the City employs 3 full-time staff members and contracts with a local Chef, who deliver nutrition education in school classroom and community settings with educational messages and curriculum that promote healthy eating and active living. Rethink Your Drink, a campaign promoting increased consumption of water and less consumption of sugar-sweetened beverages is part of the curriculum.

**WHEREAS**, sugary drinks play a critical role in the obesity epidemic. Sugary drinks, including soda, energy and sports drinks, sweetened water and fruit drinks, provide the largest source of daily calories in the diets of American children ages two to 18. Each extra serving of a sugar-sweetened beverage consumed a day increases a child’s chance of becoming obese by 60 percent. Sugary drinks are also linked to other health problems, including a greater risk of cardiovascular disease in adolescents, higher blood pressure in adolescents, dental caries (cavities) (as shown in a study conducted by the School of Dentistry of the University of Michigan in 2009), and as assessed by the Centers for Disease Control and Prevention in 2000, sugary drinks equate to inadequate intake of nutrients, including calcium, iron, folate, magnesium, and vitamin A.

**WHEREAS**, families in the City of Perris have limited time to obtain and prepare healthy food, making dining out an appealing and often necessary option. According to a study conducted by the U.S. Department of Agriculture, Economic Research in 2012, nationwide, American children eat 19 percent of their calories at fast food and other restaurants.

**WHEREAS**, requiring restaurants to provide a healthy beverage as the “default” beverage automatically included in children’s meals is an effective way to improve the nutritional quality of children’s meals.

**WHEREAS**, by passing this ordinance, the City Council intends to support parents’ efforts to feed their children healthfully by ensuring that healthy beverages are available to children in restaurants.

**WHEREAS**, the City Council believes that offering healthy beverages like water or milk as the default options in children’s meals will contribute to the overall health and well being of children and families in the City.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1.** The City Council hereby adopts the recitals of this Ordinance as true and correct and such recitals are hereby incorporated by reference as though fully set forth in the text of this Ordinance.

**SECTION 2.** Chapter 7.46 (Default Beverages Offered in Children’s Meals) is hereby added to Title 7 (Health and Welfare) of the Perris Municipal Code as follows:

**“CHAPTER 7.46. DEFAULT BEVERAGES OFFERED IN CHILDREN’S MEALS**

**7.46.010 - Findings and Purpose.**

**7.46.020 - Definitions.**

**7.46.030 - Default Beverages in Children’s Meals.**

**7.46.040 - Enforcement.**

The purpose of this Chapter is to support children's health by requiring healthy beverages to be offered as the default beverage included with restaurant children's meals.

**7.46.020 Definitions.**

For purposes of this Chapter, the following words and phrases shall have the following meanings:

- A. **Children's Meal.** A combination of food, or food item(s) and a beverage, sold together at a single price, primarily intended for consumption by children.
- B. **Restaurant.** A food establishment that serves food to customers for consumption on or off premises, including fast-food and full-service dining establishments. It includes, but is not limited to, drive-through or walk-up counters, coffee shops, cafes, pizza parlors, and dine-in establishments. A restaurant, for purposes of this Chapter, may provide alcoholic beverage sales for drinking on premises provided that such sales are ancillary to food service.
- C. **Default beverage.** The beverage automatically included or offered as part of a children's meal, absent a specific request by the purchaser of the children's meal for an alternative beverage.

**7.46.030 Default Beverages in Children's Meals.**

- A. A restaurant that sells a children's meal that includes a beverage shall make the default beverage offered with the children's meal one of the following:
  - 1. Water, sparkling water, or flavored water, with no added natural or artificial sweeteners;
  - 2. Milk or non-dairy milk alternatives; or
  - 3. One hundred percent (100%) juice, with no added sweeteners, in a serving size of no more than eight (8) ounces.
- B. Nothing in this Section prohibits a restaurant's ability to sell, or a customer's ability to purchase, a substitute or alternative beverage instead of the default beverage offered with a children's meal, if requested by the purchaser of the children's meal.

**7.46.040 Enforcement.**

In addition to all other available remedies at law, this Chapter shall be enforceable through the use of the administrative citation procedures set forth in Perris Municipal Code Chapter 1.18, Section 1.18.010."

**SECTION 3. Effective Date.** This Ordinance shall take effect 30 days after its adoption.

**SECTION 4. Severability.** If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision  
01006.0001/315400.6 01006.0001/315400.4

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

**SECTION 5. Certification.** The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Perris.

ADOPTED: \_\_\_\_\_

EFFECTIVE: \_\_\_\_\_

\_\_\_\_\_  
MAYOR OF THE CITY OF PERRIS

ATTEST:

\_\_\_\_\_  
CITY CLERK

CITY COUNCIL  
AGENDA SUBMITTAL

Meeting Date: March 14, 2017

SUBJECT: Second reading of the following Ordinance to Repeal and Replace Chapter 3.32 of the Perris Municipal Code, Purchasing System and Informal Bid Procedures

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, REPEALING AND REPLACING CHAPTER 3.32 OF TITLE 3 OF THE CITY OF PERRIS MUNICIPAL CODE REGARDING THE PURCHASING SYSTEM**

REQUESTED ACTION: Approve second reading of Ordinance No. \_\_\_\_ to repeal and replace Chapter 3.32 of the Municipal Code of the City of Perris established by Ordinance No. 796 in 1989

CONTACT: Jennifer Erwin, Assistant Director of Finance *JE*

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**BACKGROUND/DISCUSSION:**

On February 28, 2017, the City Council held a public hearing and approved the first reading of an Ordinance to repeal and replace Chapter 3.32 of the Perris Municipal Code, Purchasing System and Informal Bid Procedures. In support of the Chapter replacement, the staff report given at the public hearing stated the following:

- *In 1989, Ordinance No. 796 was adopted and created Chapter 3.32 of the City of Perris Municipal Code. Amendments to this ordinance were approved by Ordinance Nos. 923, 967, 1227, and 1307 between 1992 and 2014. All ordinances were reviewed and policies still useful and applicable to the City's operations have been incorporated in the re-written ordinance. The entire Chapter 3.32 will be replaced with the attached ordinance.*

Staff recommends the City Council approve the repeal and replacement of Chapter 3.32 of the Perris Municipal Code.

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BUDGET (or FISCAL) IMPACT: None

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Reviewed by:

City Attorney  
Interim Assistant City Manager *pm*  
Assistant Director of Finance *JE*

**Attachments:**

1. **City of Perris Ordinance Repealing and Replacing Chapter 3.32 of the Municipal Code**

**Consent**

# **Exhibit “A”**

## **City of Perris, California**

### **Chapter 3.32 – Purchasing System**

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## **Sections**

### **3.32.000 – Purchasing System Adopted**

A purchasing system is adopted by the City Council in order to:

- A. establish efficient procedures for the purchase of supplies, services and equipment,
- B. secure for the City supplies, services and equipment at the lowest possible cost commensurate with quality needed,
- C. exercise positive financial control over purchases,
- D. clearly define authority for the purchasing function, and
- E. assure the quality of purchases.

### **3.32.005 – Purchasing System Objectives**

The purpose of this Chapter is to guide City staff members in purchasing goods and services on behalf of the City by establishing responsibilities and authorization levels, outlining statutory requirements, and setting forth the policies and procedures that govern purchasing activities.

These guidelines are not intended to address every issue, exception or contingency that may arise in the course of purchasing activities. Accordingly, the basic standard that should always prevail is to exercise good judgment in the use and stewardship of City resources.

The objectives of the purchasing system are the following:

- A. Achieve the purposes for which it was adopted as set forth in Section 3.32.000 of this Chapter.
- B. Establish authority, responsibility and accountability for purchasing activities conducted on behalf of the City.
- C. Ensure competition and impartiality in all purchasing transactions to the maximum extent possible.
- D. Standardize procedures where appropriate to ensure that City-wide policies and goals are achieved.
- E. Maintain department responsibility, initiative and flexibility in evaluating, selecting and purchasing goods and services.
- F. Implement simple yet effective internal control procedures that appropriately support planning, maximize productive use of public funds and protect City assets from unauthorized use.
- G. Communicate City-wide purchasing goals, policies and procedures to departmental staff involved in purchasing activities.

- H. Decentralize decision-making to the maximum extent possible consistent with prudent review and internal control procedures.

### **3.32.010 – Purchasing Officer**

A. Unless the City Council directs otherwise, the City Manager and any other representative designated by the City Manager shall be the Purchasing Officer. The Purchasing Officer shall have the authority and responsibility to:

1. Prescribe and maintain such forms as are reasonably necessary to the operation of this Chapter and other rules and regulations.
2. Purchase and contract for all supplies, equipment and services as required by any using agency in accordance with purchasing procedures prescribed by this Chapter, such administrative regulations as the Purchasing Officer shall adopt, and such other rules and regulations as shall be prescribed by the City Council.
3. Negotiate and recommend execution of purchasing contracts.
4. Act to procure the needed quality in supplies, equipment and services at least expense to the City.
5. Discourage collusive bidding and endeavor to obtain as full and open competition as possible on all purchases.
6. Consolidate department purchase orders for similar items, where appropriate, to ensure quantity discount pricing whenever possible.
7. Keep informed of current developments in the fields of purchasing, prices, market conditions and new products.
8. Be responsible for the inspection of all supplies and equipment delivered, and services performed, to ensure conformance with specifications set forth in purchase orders and contracts; and, in this connection, have the authority to require chemical, physical or other tests of samples submitted with quotations or bids, or of delivery samplings, which may be necessary to determine quality and conformance with specifications.
9. Establish procedures for, and assign duties to, staff engaged in receiving, storing and issuing purchased supplies, ensure that supply levels are consistent with usage requirements.
10. Facilitate the transfer of surplus or unused supplies and equipment between departments as needed.
11. Recommend the sale or exchange of surplus or unused supplies and equipment which cannot be used by any department or which have become unsuitable for City use.
12. Perform such other duties and functions as may be necessary to carry out the policies set forth in this Chapter.

B. The City Manager, or a representative designated by the City Manager, serves as Purchasing Officer unless the City Council otherwise directs. The Purchasing Officer has the authority and responsibility to:

1. Purchase and contract for goods and non-specialized services in accordance with the policy and procedures delineated in this Chapter.
2. Review and approve purchases requested by their staff and ensure purchases are in compliance within the guidelines in this Chapter.
3. Obtain for the City the needed quality and quantity of goods and non-specialized services, at the least expense to the City.
4. Keep informed of current developments in purchasing, prices, market conditions and new products.
5. Prescribe and maintain forms necessary to the efficient purchase of goods and non-specialized services.
6. Supervise the inspection of all goods, which are surplus to the needs of the City, and direct the disposal of the same, in a manner acceptable to the City Council.

### **3.32.015 – Purchasing System Organization**

Unless the City Manager, with approval of the City Council, directs otherwise, a Department Head or other department staff members designated by the Department Head may act as Purchasing Officer. A Department Head or the designee thereof acting as Purchasing Officer shall do so in conformity with the procedures established by this Chapter.

### **3.32.020 – Purchasing System Overview**

- A. Subject to the provisions of subsection “B” of this Section, all purchases must be performed according to the following steps:
1. Assessing and determining resource needs.
  2. Developing specifications.
  3. Soliciting and evaluating quotations, bids or proposals.
  4. Selecting the quotation, proposal or bid that best meets the specifications.
  5. Awarding the contract or purchase order and authorizing work to proceed.
  6. Receiving and inspecting goods or services and approving those goods and servicing that conform with agreed-upon specifications.
  7. Paying the vendor according to the contract terms.

- B. Subject to Sections 3.32.200 to 3.32.280 of this Chapter, the type of purchase and projected cost determine the particular manner each step in subsection A of this Section shall be performed. All purchases fall within one of the following three categories:
1. **General Purchases of Goods or Services.** Contracts for services (except professional and maintenance services) and purchases of supplies, equipment, products, or materials fall under this category of purchases.
  2. **Professional Services.** Includes professional work provided to the City by specially trained and experienced individuals or entities in the areas of economic, financial, engineering, planning, architectural, environmental, legal or administrative matters.
  3. **Public Projects.** This category covers contracts for any public project that falls within the definition set forth in Section 3.32.240 of this Chapter.

### **3.32.025 – Ethical Standards of Conduct in Purchasing**

The purpose of policy Sections 3.32.025 to 3.32.040 is to set forth the ethical standards of professional behavior expected of all officials and employees conducting purchasing activities on behalf of the City.

### **3.32.030 – Standards of Conduct in Purchasing**

All Purchasing Officer and a designees thereof shall adhere to the following standards of conduct when performing purchasing activities on behalf of the City:

- A. Consider, first, the interests of the City in all transactions.
- B. Carry-out the City's purchasing policy as adopted in this Chapter.
- C. Do not engage in prejudicial or discriminatory behavior when making purchasing decisions.
- D. Subscribe to and work in honesty and truth in buying and selling, and denounce all forms and manifestations of commercial bribery.
- E. Respect obligations to others, and require the same respect from others for their obligations.

### **3.32.035 – Prohibited Practices**

Purchasing Officers and their designees are specifically prohibited from:

- A. Having a financial or personal beneficial interest (directly or indirectly) in any contract or purchase order for supplies, equipment, services, or projects furnished to the City.
- B. Accepting or receiving (directly or indirectly) from any person, firm, or corporation to whom any contract or purchase order may be awarded (by rebate, gift or otherwise) any money or anything of material value, or any promise, obligation or contract for future reward or compensation. Inexpensive advertising items bearing the name of the firm—such as pens, pencils, paper weights or calendars—are not considered articles of value or gifts in relation to this policy.

- C. Using information available to officials and employees, solely because of their City position, for personal profit, gain or advantage.
- D. Furnishing services or information not available to all prospective bidders or to the public, or causing such services or information to be furnished, to any person or entity bidding on reasonably expected to bid on a contract with the City.
- E. Providing confidential information to persons to whom issuance of such information has not been authorized.
- F. Using a position or status in the City to solicit (directly or indirectly) business of any kind; or to purchase products at special discounts or upon special concessions for personal private use from any person or firm who sells or solicits sales to the City.
- G. Serving the interests of any organization (either as an officer, employee, member of the board of directors, or in any capacity for consideration) which transacts or attempts to transact business with the City for profit when such employee holds a City position of review or control—even though remote—over such business transactions.

**3.32.040 – Responsibility to follow Ethical Standards in Purchasing**

- A. Employees. Each employee engaged in purchasing activities on behalf of the City is responsible for following standards prescribed herein. Violation of these standards may result in disciplinary action, termination of employment or criminal prosecution against the employee.
- B. Department Heads. Department Heads must ensure all employees within their respective department who conduct purchasing activities are aware of and thoroughly understand the Ethical Standards of Conduct in Purchasing and the Prohibited Practices prescribed in this Chapter.
- C. City Manager. The City Manager must ensure all Department Heads who conduct purchasing activities are aware of and thoroughly understand the Ethical Standards of Conduct in Purchasing and the Prohibited Practices prescribed in this Chapter.

**3.32.045 – Exemptions**

The City Manager or his/her designee, with the written authorization and direction of the City Manager, may bid at a public or private auction for supplies and equipment to the extent such purchases are in the best interest of the City. The authorization herein shall be limited to a maximum of one hundred thousand dollars (\$100,000). The City Manager shall establish such policies and procedures as may be necessary to accomplish efficient, cost effective and quality purchases for the City at auction.

**3.32.050 – Surplus Supplies and Equipment**

The City Manager or his/her designee, shall have the authority to sell all supplies and equipment which cannot be used or have become unsuitable for use by the City or to exchange the same or to trade in the same on new supplies and equipment. The City Manager or his her designee shall sell, dispose of, exchange, or trade-in the property described under this Section for the common

**benefit. The City Manager shall establish such policies and procedures as may be necessary to accomplish the sale, disposal, exchange or trade-in of such property for the common benefit.**

### **3.32.100 – General Purchasing Policy and Requirements**

The following sections describe the general purchasing policy and requirements applicable to all procurements made by the City. If any section of this policy is determined to conflict with State and/or Federal procurement requirements, the procurement may be exempt from this policy to ensure compliance with aforementioned requirements.

### **3.32.110 – Delegation of Responsibility**

Unless the City Council directs otherwise, City Department Heads are authorized under this Chapter to act as Purchasing Officers for their respective departments and as Project Managers for their respective public projects defined in Section 3.32.020.

### **3.32.115 – Delegation of Contracting Authority**

- A. [MGM1]The provisions of this Chapter shall supersede all ordinances, resolutions and policies related to the City's procurement system adopted prior to the adoption of this Chapter. In the event of an inconsistency between the provisions in this Chapter and those outlined in any prior ordinances, resolutions or policies, the provisions of this Chapter shall control.
- B. Any delegation of contracting authority contained in this Chapter shall be exercised in accordance with state law, and all applicable City ordinances and adopted City policies, and shall be valid if adequate funds have been included in the approved City Budget for the applicable fiscal year or otherwise appropriated by City Council.

### **3.32.120 – City Attorney Contract Review**

The City Attorney shall approve all contracts as to form, including any amendments to the contracts, prior to the execution of the contract by the authorized City official. The City Attorney's approval shall be evidenced by his or her signature on the contract. All change orders to public works projects are subject to the City Attorney's approval.

### **3.32.125 – Decentralized Purchasing System**

The City's purchasing system is a decentralized purchasing system, under which the authority and responsibility for the implementation of the provisions of this Chapter is delegated to any Purchasing Officer and respective designees. Each Purchasing Officer or designee thereof has the authority to purchase or contract for goods and non-specialized services, provided that said contracts and purchases are consistent with the provisions in this Chapter, including the requisite that sufficient funds have been appropriated prior to entering into such purchase contracts.

### **3.32.130 – Exemptions from Decentralized Purchasing**

The City Manager may authorize, in writing, a single designee to purchase goods or services City-wide in order to reduce administrative costs as well as to achieve "best pricing" through volume purchases. This exemption from the City's generally decentralized purchasing system applies in the following circumstances:

Item	Sole Department Authorized to Purchase Item
Photocopying machines and fax machines	Information Technology
Desktop and laptop computers and related hardware equipment, data storage and processing servers, and computer software	Information Technology
Telephones	Information Technology
Cell phones and portable electronic devices	Information Technology

In selected circumstances, a Department Head may, with City Manager's written approval, delegate the authority and responsibility to another Department Head to act as the sole Purchasing Officer for specialized purchases.

**3.32.135 – Bidders and Vendors Lists**

The City Clerk shall maintain a bidders' list, vendors catalog file and records needed for the efficient operation of purchasing activities. Each Purchasing Officer shall be responsible for soliciting vendors for purchase of goods and non-specialized services in accordance with the guidelines set forth in this Chapter.

**3.32.140 – Local preference**

Notwithstanding any provision in this Chapter to the contrary, except for public works projects and those contracts funded through program or partners, including but not limited to, federal or state agencies, which prohibit the use of a local preference, the Purchasing Officer shall extend a preference to local businesses for contracts for supplies, equipment and services as provided in this Section.

- A. Where factors such as quality, previous performance, and availability are equal among vendors being considered, a vendor whose business is located within the City limits shall be awarded a contract if their quote, proposal or bid is within 5% of the lowest quote, proposal or bid, subject to the provisions in this Section, as long as the total difference in quote, proposal or bid amount between the local business and the lowest quote, proposal or bid does not exceed \$5,000.
- B. The local vendor must have a valid City business license and employ at least one full-time employee located at a City business address.
- C. The five percent (5%) local preference shall apply to purchases of goods or services in an amount less than Five Thousand Dollars (\$5,000).
- D. When determining the lowest responsible bidder, consideration may be given to each bidder for the sales tax which would be returned to the City as a result of the purchase transaction.



- E. Local preference may, but does not necessarily have to be applied to contracts involving professional services.
- F. Local bidders must bid with the same specifications as non-local bidders.
- G. The following language shall be included in each invitation for bids or RFP where the local preference applies:

“Local Vendor Preference: By City Council action, a five percent (5%) preference shall be granted to local bidders. A local bidder is defined as a business entity with a fixed place of business located within the City limits of the City of Perris, and employ at least one full-time employee located at the City business address. To qualify for the preference, local bidders must submit proof of the address of this fixed place of business, proof of one full-time employee, and a copy of their current City business license. This information must be submitted with each bid for which a local preference is claimed. The total amount of preference granted in a single bid shall not exceed \$5,000.

Local Preference Claimed: \_\_\_\_\_ YES \_\_\_\_\_ NO

### **3.32.145 – Multi-year contracts**

Subject to City Council’s approval, a contract for goods, services or professional services may be entered into for any period of time deemed in the best interest of the City, up to an initial term of five (5) years, with additional renewable periods beyond this initial term, provided that the initial term of the contract and any renewal provisions are included in the original solicitation process. The Purchasing Officer shall review the performance of the service provider and substantiate that the City is still receiving the best value for such contract prior to renewing any contract for goods or services under this Chapter and shall ensure that funds have been adequately appropriated in the City’s budget for the applicable fiscal year.

### **3.32.150 – Encumbrance of Funds**

- A. Except in cases of emergency, or by order of the City Council, purchase orders shall not be issued unless there exists an unencumbered appropriation in the department budget against which the purchase order is to be charged.
- B. Unused purchase orders shall not roll over from one fiscal year to the next, except for contract and professional services procured by an approved contract with terms that cross fiscal years. All other purchase orders shall be used in the fiscal year they were issued. In the event a planned purchase is delayed and will not occur until the next fiscal year, a new purchase order must be requested by the Purchasing Officer in the new fiscal year. Expenditures for goods or services shall be realized based upon the date the order/service is received.
- C. Invoices shall not be coded based upon budget lines that have unused or available funds. Invoices shall be coded to the correct budget line item according to the nature of the goods

or services provided. The Purchasing Officer shall be responsible for requesting budget adjustments as needed to allow for the correct coding of invoices.

### **3.32.155 – Budget Adjustments**

Each Purchasing Officer is responsible for monitoring his/her budgetary limits on a regular basis and may request adjustments to a budget by electronically creating a budget transfer journal in the City's financial management system. The request shall be routed electronically to the authorized approvers. No invoice shall be processed by \_\_\_\_\_ without sufficient budget appropriations available for the applicable budget line item. In the event a budget adjustment is necessary to allow for an invoice to be re-coded to the proper specific line item, all applicable approvals for the budget adjustment must be reflected in the City's financial management system prior to a payment being issued by the City.

### **3.32.160 – Unlawful Purchases or Contracts**

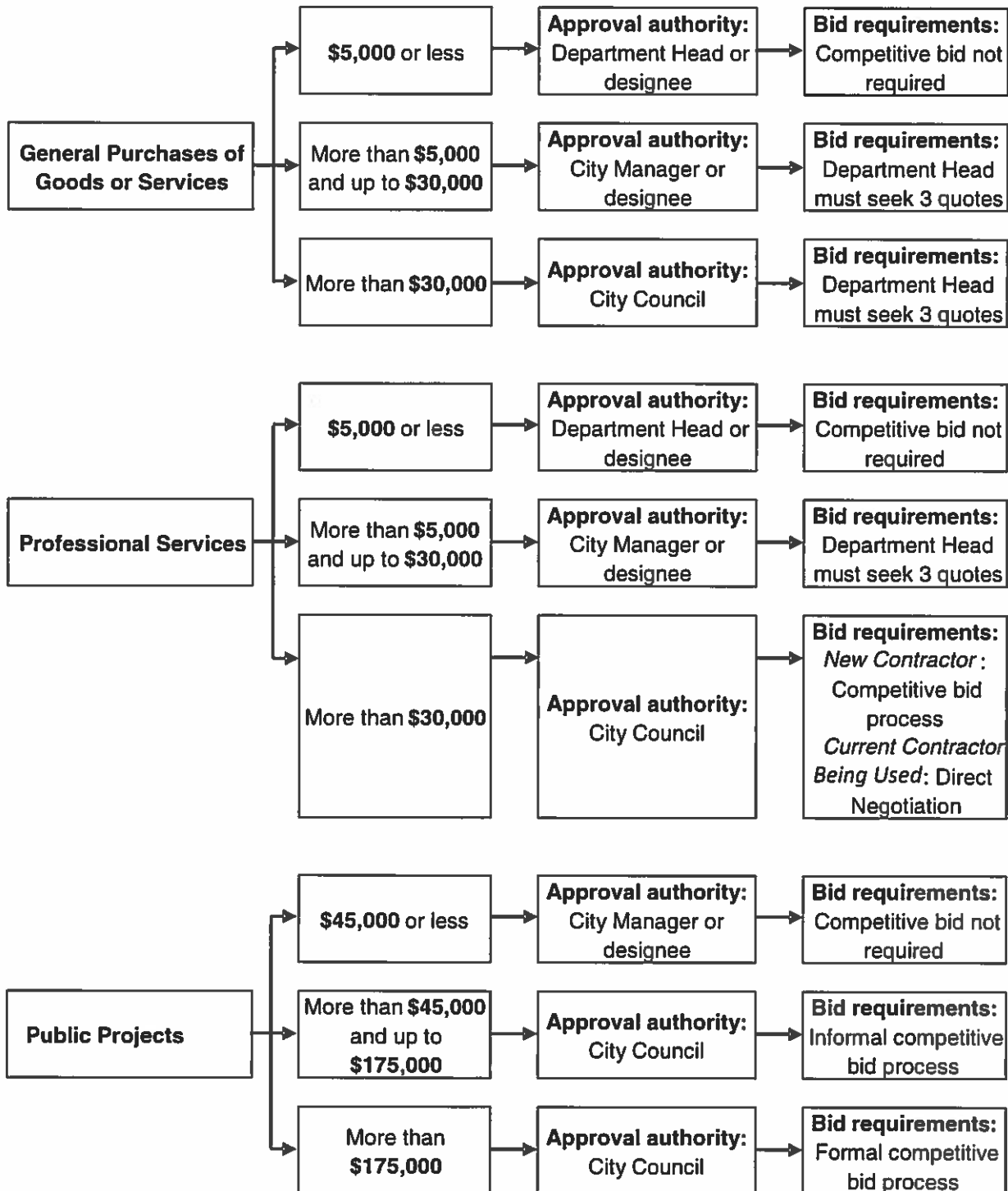
If any officer or employee purchases or contracts for any goods or services contrary to the provisions of these Procedures, such purchase order or contract may be void and of no effect. The staging or splitting of the purchase of goods or procurement of services, without proper justification or to avoid the authorization limit requirements, is strictly prohibited. The commission of any such acts by an officer or employee may subject the officer or employee to personal liability in the amount of such purchase or contract. Disciplinary action may be taken against an employee who willfully does not follow the procedures set forth in this Chapter.

### **3.32.165 – Record keeping**

In situations where formal Council action is not required, each Purchasing Officer shall be responsible for maintaining accurate records of purchasing and contracting activities for their respective departments. THE PURCHASING OFFICER SHALL PROVIDE THE CITY CLERK WITH ALL ORIGINAL, EXECUTED CONTRACTS TO BE FILED AS A PERMANENT PUBLIC RECORD AS REQUIRED BY GOVERNMENT CODE SECTIONS 6250 et seq. (THE CALIFORNIA PUBLIC RECORDS ACT) REGARDLESS OF THE APPROVAL LEVEL REQUIRED FOR THE CONTRACT. All bid documents, specifications, and other pertinent documents related to the contract shall be retained by the purchasing department in accordance with the City's adopted document retention guidelines, following the completion of performance under the contract and acceptance by the Purchasing Officer.

### 3.32.200 – Purchasing Guidelines

A. All non-real property purchases, including contracts for non-real property rentals and leases, shall be made in accordance with the guidelines set forth in this Section 3.32.200 through Section 3.32.280, inclusive. Applicable competitive bidding categories, authorization limits and contract award procedures shall be based on unit cost, lump sum cost for consolidated bid items or fiscal year aggregates in the case of blanket purchase orders and ongoing purchase agreements. Staging or splitting of purchases for the purpose of avoiding these guidelines or to avoid required approvals is strictly prohibited by Section 3.32.160.



### **3.32.210 – Contracting Procedures and Authorization Limits**

Contracting procedures and authorization limits set forth in Sections 3.32.200 through 3.32.280, inclusive, shall apply to: (1) the purchase of equipment, supplies, products, or materials (“goods”), (2) the procurement of services, including professional services (except for the services of physicians), and (3) the construction of public projects as defined by the Uniform Public Construction Cost Accounting Act. Authorized limits shall include freight and delivery, and taxes.

### **3.32.220 – General Purchases of Goods or Services**

The following guidelines apply to the procurement of goods, as defined in Section 3.32.210, and to the furnishing of labor, time or effort to perform or complete a designated task (“services”), including but not limited to janitorial, landscaping, pest control, information technology and refuse disposal services, and excluding services specifically defined in Section 3.32.230.

- A. For purchases in the amount of Five Thousand Dollars (\$5,000) or Less
  - 1. Purchase of goods or procurement of services (except professional services as defined in Section 3.32.230) for an amount of up to Five Thousand Dollars (\$5,000), is subject to the approval of the appropriate Department Head and to the adequate appropriation of funds by the City Council
  - 2. No competitive process is required, but the Purchasing Officer shall exercise his/her best efforts to purchase goods or procure services at the lowest cost commensurate with the quality needed.
- B. For purchases in an amount higher than Five Thousand Dollars (\$5,000) and up to Thirty Thousand Dollars (\$30,000)
  - 1. Purchases of goods or procurement of services (except professional services as defined in Section 3.32.230) in an amount of more than Five Thousand Dollars (\$5,000) and up to Thirty Thousand Dollars (\$30,000), is subject to the City Manager’s written approval and issuance of a purchase order and to the adequate appropriation of funds by the City Council
  - 2. The Purchasing Officer or his/her designee must first seek and obtain three (3) quotes for purchases of goods or services within this Section, unless fewer than three (3) known vendors exist, and document the receipt of the quotes. The vendor offering the best value, after accounting for local preference if any, shall be selected. For the purchase of goods and services, if the lowest quote is not selected, the Purchasing Officer or his/her designee shall document in writing the basis for such election.
  - 3. Purchase of goods within this Section shall be made by purchase order or contract, except for special or unique goods which purchase shall require a contract. Acquisition of services must be made by contract. All contracts are subject to City Attorney’s approval as to form. When in doubt regarding whether a contract or purchase order is required or advisable, the Purchasing Officer or his/her designee shall consult with the City Attorney.
  - 4. A provider of services shall be required to provide insurance certificates and endorsements. The type and amount of insurance coverage and policy endorsements

- shall be consistent with the Contract Insurance Requirements Checklist prepared by the City's Human Resources and Risk Management Departments. The Human Resources and Risk Management Departments may waive or reduce the insurance requirements. In the event of a waiver or reduction of insurance requirements, the basis for such waiver or reduction shall be documented.
5. Staging or splitting of any purchase of goods or procurement of services, without proper justification or for the purpose of avoiding the authorization limits, is strictly prohibited under Section 3.32.160.
  6. Amendments to a purchase order and/or contract which result in the aggregate purchase contract amount exceeding \$30,000 shall require City Council approval.
- C. For purchases in an amount exceeding Thirty Thousand Dollars (\$30,000)
1. All purchases of goods or procurement of services (except professional services as defined in Section 3.32.230) in an amount that exceeds Thirty Thousand Dollars (\$30,000) is subject to City Council approval. City Council appropriation of funds is required prior to or concurrently with the approval of such purchase or procurement.
  2. The Purchasing Officer or the designee thereof must first seek and obtain three (3) oral or written quotes, unless fewer than three (3) known vendors exist, and document the receipt of the quotes. The vendor offering the best value, after accounting for local preference if any, shall be selected. For the purchase of goods, if the lowest price quote is not selected, the Purchasing Officer shall document the basis for the selection of the vendor.
  3. Purchase of goods under this Section shall be made by purchase order or contract, except for special or unique goods which purchase shall require a contract. Acquisition of services must be made by contract. All contracts are subject to City Attorney's approval as to form. When in doubt regarding whether a contract or purchase order is required or advisable, the Purchasing Officer shall consult with the City Attorney.
  4. A provider of services shall be required to provide insurance certificates and endorsements. The type and amount of insurance coverage, and policy endorsements shall be consistent with the Contract Insurance Requirements Checklist prepared by the City's Human Resources and Risk Management Departments. The Human Resources and Risk Management Departments may waive or reduce the insurance requirements. In the event of a waiver or reduction of insurance requirements, the basis for such waiver or reduction shall be documented.
  7. Staging or splitting of the purchase of goods or procurement of services, without proper justification or for the purpose of avoiding the authorization limits, is strictly prohibited under Section 3.32.160.
  8. If it is reasonably anticipated by the Purchasing Officer that the annual total cost of a particular good or service would exceed \$30,000 (excluding public projects), then incremental purchases of that good or service shall be pursuant to a contract and subject to City Council approval. The contract can be for a per service hour or per item rate, but must be renewed according to the procedures set forth in this Chapter. The contract shall be valid for a minimum of one (1) year and it is the responsibility of the

Purchasing Officer to ensure each invoice received from the consultant is calculated at the approved rate. The purpose of this provision is to achieve uniformity and savings in the costs associated with goods or services provided by the same contractor/vendor.

5. The Finance Director or his/her designee, shall create, at the direction of City Council, a purchase order to encumber budget appropriations equal to the total contract amount upon the City Council's approval of the contract and the receipt of an executed copy thereof.

#### D. Change Orders

Except for contracts for public projects, all change orders (inclusive of task change orders) for services are subject to the written approval of the appropriate Department Head prior to commencement of the work described in the change order. The City Manager or a Department Head may approve individual change orders that fall within their authorized procurement amount limits as defined in this Chapter. Any change order which causes the aggregate amount of the contract change orders to exceed the contingency amount authorized by the City Council shall be subject to City Council approval. All change orders approved by the City Council shall be recorded by the Finance Director or his/her designee, as a change order to the original purchase order.

### **3.32.230 – Professional Services**

The following provisions apply to procurement of professional services defined as work performed by private accounting, architectural, financial, landscape architectural, engineering, and environmental, land surveying, legal, construction project management, lobbying firms, and by other specially trained persons.

#### A. Five Thousand Dollars (\$5,000) or Less

1. A Department Head, or his/her designee, is authorized to approve the procurement of professional services for an amount of up to Five Thousand Dollars (\$5,000), and only if adequate funds have been appropriated by the City Council in the budget.
2. No competitive process is required, but the Department Head shall endeavor to procure services at the lowest cost commensurate with the quality needed.

#### B. More than Five Thousand Dollars (\$5,000) and up to Thirty Thousand Dollars (\$30,000)

1. The City Manager, or his/her designee, is authorized to contracts and the issuance of purchase orders for the procurement of professional services for an amount exceeding Five Thousand Dollars (\$5,000) and up to Thirty Thousand Dollars (\$30,000), and only if adequate funds have been appropriated by the City Council in the budget.
2. The Purchasing Officer or the designee thereof must first seek and obtain three (3) written quotes, unless fewer than three (3) known vendors exist, and document the receipt of the quotes. The procurement process may include direct negotiation with a provider of professional services. The selection of a contractor to provide professional services shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. Selection based upon price alone is prohibited; however price may be considered as

- a factor. Contractor proposals shall be evaluated based on a combination of factors that result in the best value to the City, including but not limited to:
- a. Understanding of the work required by the City
  - b. Quality and responsiveness of the proposal
  - c. Demonstrated competence and professional qualifications necessary for satisfactory performance of the work required by the City
  - d. Recent experience in successfully performing similar services
  - e. Proposed methodology for completing the work
  - f. References
  - g. Background and related experience of the specific individuals to be assigned to the project
  - h. Proposed compensation
3. If the Purchasing Officer or the designee thereof determines that it is in the best interest of the City that a professional service under this Section be provided by a specific consultant, with contract terms, work scope and compensation to be determined based on direct negotiations, such recommendation shall be made by the Purchasing Officer or the designee thereof to the City Council and a contract award shall be subject to the City Council approval by a majority vote.
  4. Procurement of professional services under this Section shall be made by contract and a purchase order must be issued and approved by the City Manager. The contract shall be subject to City Attorney approval as to form.
  5. A provider of professional services is required to provide insurance certificates and endorsements. The type and amount of insurance coverage, and policy endorsements shall be consistent with the Contract Insurance Requirements Checklist prepared by the City's Human Resources and Risk Management Departments. The Human Resources and Risk Management Departments may waive or reduce the insurance requirements and shall document the basis for such a waiver or reduction.
  6. Staging or splitting of the procurement of professional services, without proper justification or to avoid the authorization limits, is prohibited. Additionally, if the Department Head reasonably anticipates the annual total cost of a particular service to require a competitive sealed proposal process, then incremental procurement of that service shall be pursuant to a competitive sealed proposal process.
  7. Amendments to a purchase order and/or contract which result in an aggregate contract amount that exceeds the authority of the City Manager shall be subject to City Council approval.
- C. More than Thirty Thousand Dollars (\$30,000) – Competitive Sealed Proposal Process for Professional Services

1. The procurement of professional services in an amount that exceeds Thirty Thousand Dollars (\$30,000) shall be subject to the City Council approval. City Council appropriation of funds is required prior to or concurrently with the approval of such procurement.
2. The procurement process may include direct negotiation with a contractor or consultant currently providing the professional services.
3. In the event a new contractor is selected, the Competitive Sealed Proposal Process for Professional Services under Section 3.32.270 shall apply.
4. The Purchasing Officer or the designee thereof must prepare a request for proposals (RFP) for the procurement of professional services in an amount more than Thirty Thousand Dollars (\$30,000), in the manner set forth under Section 3.32.270. The selection of a professional services contractor shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. Selection based upon price alone is prohibited; however price may be considered as a factor. Contractor proposals will be evaluated based on a combination of factors that result in the best value to the City, including but not limited to:
  - a. Understanding of the work required by the City
  - b. Quality and responsiveness of the proposal
  - c. Demonstrated competence and professional qualifications necessary for satisfactory performance of the work required by the City
  - d. Recent experience in successfully performing similar services
  - e. Proposed methodology for completing the work
  - f. References
  - g. Background and related experience of the specific individuals to be assigned to the project
  - h. Proposed compensation
5. If the Purchasing Officer or the designee thereof determines that it is in the best interest of the City that a professional service under this Section be provided by a specific consultant, with contract terms, work scope and compensation to be determined based on direct negotiations, such recommendation shall be made by the Purchasing Officer or the designee thereof to the City Council and a contract award shall be subject to the City Council approval by a majority vote.
6. Procurement of professional services under this Section shall be made by contract. The contract shall be subject to City Attorney approval as to form.
7. The Finance Director, or his/her designee, will create a purchase order to encumber budget appropriations upon the approval of a lump-sum contract by the City Council



and receipt of an executed copy of the contract.

8. A provider of professional services is required to provide insurance certificates and endorsements. The types of insurance, amount of coverage, and policy endorsements shall be consistent with the Contract Insurance Requirements Checklist prepared by the City's Human Resources and Risk Management Departments. The Human Resources and Risk Management Departments may waive or reduce the insurance requirements, and must document the basis for such a waiver or reduction.
9. Staging or splitting of the procurement of professional services, without proper justification or to avoid the authorization limits, is prohibited. Additionally, if the Department Head reasonably anticipates the annual total cost of a particular service to require a RFP process, then incremental procurement of that service shall be pursuant to a RFP process.
10. Amendments to a purchase order and/or contract which result in an aggregate amount exceeding the approval authority of the City Manager shall require City Council approval.
11. Notwithstanding the above limits, the City Manager, or his/her designee, is authorized to execute a contract for professional services without City Council approval if the contractor has deposited funds sufficient to cover the full amount of the contract with the City (as verified by the Finance Director), and such funds are held in a trust account that restricts the use of the funds to pay for City-managed professional services contracts, such as the preparation of an environmental impact report. Any contract entered into pursuant to this paragraph shall be entered into in accordance with all applicable state and federal law, City ordinances and adopted City policies, including the same competitive process required for a City-funded contract for professional services. The selection of a professional services contractor shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. Selection based upon price alone is prohibited; however price may be considered as a factor.

#### D. Change Orders

Except for contracts for public projects, all change orders (inclusive of task change orders) for professional services are subject to the written approval of the appropriate Department Head prior to commencement of the work described in the change order. The City Manager or a Department Head may approve individual change orders that fall within their authorized procurement amount limits as defined in this Chapter. Any change order which causes the aggregate amount of the contract change orders to exceed the contingency amount authorized by the City Council shall be subject to City Council approval. All change orders approved by the City Council shall be recorded by the Finance Director or his/her designee, as a change order to the original purchase order.

#### **3.32.240 – Public Projects**

The City has elected by Resolution No. 1568 to become subject to the uniform construction cost accounting procedures set forth in Article 2 (commencing with Section 22010) of the Uniform Public Construction Cost Accounting Act. For purposes of this Chapter, "public project" is defined as (1) construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility; or (2)

painting or repainting of any publicly owned, leased, or operated facility; or (3) in the case of a publicly owned utility system, "public project" shall include only the construction, erection, improvement, or repair of dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher. For purposes of this Chapter, "public projects" also includes [MGM2]"maintenance work" and any capital improvement projects undertaken by the Perris Community Economic Development Corporation (CEDC). Maintenance work is defined as: (1) routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes; (2) minor repainting; (3) resurfacing of streets and highways at less than one inch; (4) landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems; or (5) work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher. Facility means any plant, building, structure, ground facility, utility system, or real property, streets and highways, or other public work improvement.[MGM3]

- A. Public project in the amount of Forty-Five Thousand Dollars (\$45,000) or Less or as set forth in Section 22032 subsection (a) of the Uniform Public Construction Cost Accounting Act and any amendments thereto by the California Legislature
  1. As provided by Section 22032, subsection (a), of the Uniform Public Construction Cost Accounting Act, and subject to City Manager's approval, projects under this Section may be performed by the employees of the City or by a negotiated written contracts or by the issuance of a purchase order. City Council appropriation of funds is required prior to the execution of the contract. The contract is subject to the City Attorney's approval as to form.
  2. A contractor is required to provide insurance certificates and endorsements. The type and amount of insurance coverage, and policy endorsements shall be consistent with the Contract Insurance Requirements Checklist prepared by the City's Human Resources and Risk Management Departments. The Human Resources and Risk Management Departments may waive or reduce the insurance requirements, and shall document the basis for such a waiver or reduction.
  3. Staging or splitting of contracts for public projects, without proper justification or to avoid the authorization limits, is prohibited.
  4. Change orders or amendments to a purchase order and/or contract which result in an aggregate contract amount exceeding the authority of the City Manager shall be subject to City Council approval.
- B. Projects more than Forty-Five Thousand Dollars (\$45,000) and up to One Hundred and Seventy Five Thousand Dollars (\$175,000) or as provided under Section 22032 subsection (b) of the Uniform Public Construction Cost Accounting Act and any amendments thereto by the California Legislature
  1. As provided in Section 22032, subsection (b) of the Uniform Public Construction Cost Accounting Act, public projects within the limits set forth herein may be let to contract by informal procedures as set forth in the Public Contract Code and adopted herein.
  2. For purpose of this section, contracts are subject to City Council approval and may be

- executed by the City Manager after said approval. City Council appropriation of funds is required prior to the execution of the contract.
3. The Purchasing Officer shall seek and obtain informal bids using the Informal Bid Process set forth under Section 3.32.250 of this Chapter. In the event of a conflict between the provisions of this process, and the Public Contract Code or the State Controller procedures, the Public Contract Code and State Controller procedures shall govern.
  4. A written contract is required for public projects under this section. The contract shall be subject to the City Attorney approval as to form.
  5. The Finance Director, or his/her designee, will create a purchase order to encumber budget appropriations upon the approval of a lump-sum contract by the City Council and receipt of an executed copy of the contract.
  6. A contractor is required to provide insurance certificates and endorsements. The type and amount of insurance coverage, and policy endorsements shall be consistent with the Contract Insurance Requirements Checklist prepared by the City's Human Resources and Risk Management Departments. The Human Resources and Risk Management Departments may waive or reduce the insurance requirements, and shall document the basis for such a waiver or reduction.
  7. Staging or splitting of contracts for public projects, without proper justification or to avoid the authorization limits, is strictly prohibited under Section 3.32.160 of this Chapter.
  8. Change orders or amendments to a purchase order and/or a contract which result in an aggregate project amount exceeding the approval authority of the City Manager shall be subject to City Council approval. All contract change orders approved by the City Council will be recorded by the Finance Director, or his/her designee, as a change order to the original purchase order.
- C. More than One Hundred Seventy Five Thousand (\$175,000) or as provided under Section 22032 subsection (c) of the Uniform Public Construction Cost Accounting Act and any amendments thereto by the California Legislature
1. Public projects under this section shall be let to contract by formal bidding procedures as set forth in the Public Contract Code and adopted herein. Contracts shall be subject to the City Council approval, and subsequent to such approval, may be executed by the City Manager. City Council appropriation of funds is required prior to or concurrently with the approval of the contract.
  2. The City Council shall adopt all plans, specifications, and working details for all public projects of more than one hundred seventy-five thousand dollars (\$175,000).
  3. A written contract is required for all public projects within this section. The contract shall be subject to the City Attorney's approval as to form.
  4. The Finance Director, or his/her designee, will create a purchase order to encumber budget appropriations upon the approval of a lump-sum contract by the City Council

and receipt of an executed copy of the contract.

5. The Purchasing Officer must seek and obtain formal competitive sealed bids in the manner set forth under Section 3.32.260.
6. A contractor is required to provide insurance certificates and endorsements. The type and amount of insurance coverage, and policy endorsements shall be consistent with the Contract Insurance Requirements Checklist prepared by the City's Human Resources and Risk Management Departments. The Human Resources and Risk Management Departments may waive or reduce the insurance requirements, and shall document the basis for such a waiver or reduction.
7. Staging or splitting of contracts for public projects, without proper justification or to avoid the authorization limits, is strictly prohibited under Section 3.32.160 of this Chapter.
8. Change orders or amendments to a purchase order and/or contract shall be subject to City Council approval. All change orders approved by the City Council will be recorded by the Finance Director, or his/her designee, as a change order to the original purchase order.

#### D. Contingency Amount for Public Projects

1. Any contingency amount needed to adequately appropriate funds for any public project must be included in the total project cost at the time a request for approval is submitted to the City Manager or City Council as provided by this Chapter.
2. When determining the authorization limit for a public project contract, the contingency amount shall be included.

#### E. Change Orders

All change orders for public projects shall comply with the City's standard construction specifications and shall be subject to the City Attorney's approval and subject to the City Manager or appropriate Department Head's written approval prior to commencement of the work. The City Manager or a Department Head may approve individual change orders that fall within their authorized procurement amount limits as defined in this Chapter. Any change order which causes the aggregate amount of the contract change orders to exceed the contingency amount authorized by the City Council shall be subject to City Council approval.

1. A change order is defined as a formal document that alters some condition of a contract term after the contract has been executed. A change order may alter the contract price, unit quantity, schedule of payments, completion date, or the plans and specifications. The description of the work to be performed under a change order and any justification thereof, must relate to the original project and must describe work necessary to achieve the original objective of project that is the subject of the original contract. A change order may or may not result in a change in the original contract price. All change orders must be processed according to the City's established procedures, including deductive and zero cost change orders.

2. All change orders shall be issued in written form and, once executed, sent to the City Clerk for inclusion in the City's records pertaining to the related contract. A change order shall be used to modify the original contract's price, schedule of payments, completion date, plans and specifications, scope of work due to change in conditions, and unit price overruns and under runs. Change orders shall be in writing and shall be subject to approval by the appropriate authority prior to the commencement of the changed work and shall be negotiated for a fixed or unit cost (i.e. not subject to change due to inflation and/or other factors). Any requests for unit quantity adjustments must be submitted as change orders. Change orders for unit quantity adjustments shall not require City Council approval unless the adjustments cause a change in scope, or are not within the initially approved contingency amount, or increase the aggregate contract amount to more than \$45,000.
3. Subject to the appropriation of sufficient budget amount by City Council, the Project Manager is authorized to approve change orders to public contracts without renewed City Council approval only if the resulting increase does not exceed five percent (5%) of the contract sum or \$25,000, whichever is less.
4. The provisions of this section shall not apply to City Council approved contracts that specifically set forth a "scope of services" and/or schedule of fees for those services, and if a supplemental rate of pay is specified for additional work to be performed outside of the original scope of work.
5. Subject to the limitations set forth herein, the City Manager or a designee thereof, is authorized to approve change orders he or she deems merited, up to the contract contingency amount approved by the City Council as follows:
  - a. Change orders to contracts in an original amount of under \$45,000:
    - i. The City Manager, or his/her designee, may approve any change order as long as the aggregate amount of change orders including the original contract amount does not exceed \$45,000.
    - ii. Any change order that results in an aggregate project cost that exceeds \$45,000 shall be subject to City Council approval.
    - iii. In case of an emergency, the City Manager may make a written finding that the original project cost estimate was reasonable and that it is in the best interest of the City to waive the bidding requirement and approve a change order that causes the aggregate project cost to exceed \$45,000. Any additional change orders or budget appropriations related to the project to which the emergency change order was approved are subject to the City Council approval.
  - b. Change orders to contracts in an original amount greater than \$45,000:
    - i. Subject to the other provisions in this section, the City Manager, or his/her designee, may approve change orders of an aggregate amount within the contingency limit approved by City Council for the individual contract to which the change orders apply.

- ii. Subject to the appropriation of sufficient budget amount by City Council, the Project Manager is authorized to approve change orders to public contracts without renewed City Council approval only if the resulting increase does not exceed five percent (5%) of the contract sum or \$25,000, whichever is less.
- iii. If there exists an immediate, substantial and verifiable threat to public health, welfare, or safety, or when a local emergency has been declared or proclaimed in accordance with the provision of Chapter 2.44 of the Perris Municipal Code, the City Manager may approve a change order subject to ratification at the next regular City Council meeting.

#### 6. Field Work Directives

- a. In case of a public health or local emergency, the Project Manager may approve field work directives in an amount not to exceed \$10,000 per directive, subject to ratification by the appropriate authority as set forth in this Chapter and within the following time limit: for directives within the approval authority of the City Manager, ratification must occur within two business days of the emergency field work directive; for directives that are subject to the City Council approval, request for ratification must be presented for approval at the regularly scheduled City Council meeting immediately following the emergency field work directive.

#### 7. Budget Requirements

- a. Subject to the appropriation of sufficient budget amount by City Council, the Project Manager is authorized to approve change orders to public contracts without renewed City Council approval only if the resulting increase does not exceed five percent (5%) of the contract sum or \$25,000, whichever is less.
- b. City Council may award a contingency for each contract as appropriate. In the absence of a contingency, each change order is subject to the City Council for approval.
- c. The likelihood and estimated amount of field work directives and change orders must be addressed, and a corresponding contingency established, in the initial staff report presented to the City Council related to the public project. At no time shall the amount of work directives and/or change orders exceed the budgeted contingency amount without additional City Council approval.

#### 8. Oversight/Project Review

- a. Final Acceptance Reports:

Final acceptance reports for all capital improvement projects must be submitted to the City Manager for approval. Acceptance by the City Manager shall be acknowledged in writing and attested by the City Clerk. The executed final acceptance report shall then be filed with the office of the Assessor-County Clerk-Recorder of the County of Riverside.

- i. The term "completed" shall mean after all work has been performed by the contractor according to the terms of the contract and all payments have been made by the City to the contractor (excluding retention).
- ii. The City Engineer shall present the City Council with periodic reports cataloging accepted public projects and capital improvements.
- iii. All Department Heads are required to file a budget-to-actual report with the City Council for each completed public project.

#### F. Bonds

1. **Bid Security Bond.** The Bid Security Bond may be referred to from time to time as the "Bid Bond," "Security Bond," and "10% Bond." No term is more correct than another, and any of these terms may be used interchangeably. The City may, in the call for bid documents, require all bidders to deposit with the City a Bid Security Bond in an amount equal to ten percent (10%) of the bid contract amount or any other amount the City specifies, and in a form payment of the City's choosing. Should the successful bidder refuse to execute the contract as awarded and within the required deadline, the bidder shall be deemed to have forfeited the Bid Security Bond amount to the City. The City may retain as damages an amount out of the Bid Security Bond equal to the difference between the lowest/successful bid and the second lowest bid and return the excess Bid Security Bond amount, if any, to the lowest/successful bidder.
2. **Payment Bond.** The City may, in the call for bid documents, require bidders to submit with the City a Payment Bond for the purpose of providing sub-contractors and suppliers, if any, with a surety backing in the event the general contractor does not pay amounts due to sub-contractors and suppliers under the public project contract.
3. **Performance Bond.** The City may, in the call for bid documents, require bidders to deposit with the City a Performance Bond for the purpose of compensating the City for any damages resulting from the successful bidder's failure to complete the public project in accordance with the bid specifications, including the cost of contracting with a different contractor to complete the project. Performance bonds are required for all contracts over \$45,000.

#### G. Utility Relocation

The City Council hereby authorizes and delegates authority to the City Manager and the City Engineer to negotiate and execute contracts for the relocation of utilities necessitated by a public project with utility companies. Such authority shall only be exercised (a) in accordance with state law, City ordinances and adopted City policies, as applicable (b) only if adequate funds for the contract have been included in the approved City Budget for the applicable year, or otherwise appropriated by the City Council, and (c) subject to City Attorney approval as to form and legality.

#### **3.32.250– Informal Bid Process**

The informal bid process is as follows:

- A. The City Clerk shall maintain a list of contractors in accordance with the provisions of Section 22034 of the Uniform Public Construction Cost Accounting Act.
- B. A notice inviting informal bids shall be emailed to contractors and construction trade journals with circulation within the County of Riverside. Additional contractors and/or construction trade journals may be notified subject to the following:
  - 1. If there is no list of qualified contractors maintained by the City for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals.
  - 2. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.
  - 3. All notices to contractors and construction trade journals shall be emailed not less than ten (10) calendar days before bids are due.
  - 4. The notice inviting informal bids shall describe the project in general terms, how to obtain more detailed information about the project, and shall state the time and place for the submission of bids.
- C. Bid Award. The City shall award the purchase to the lowest and most “responsible bidder.” “Responsible bidder” is defined in Section 3.32.260, subsection “F”. Only successful bidders shall be notified of the award.
  - a. Bids not received via the City’s electronic bidding system shall be submitted to the City Clerk and shall be identified as bids on the envelope. A written record and tabulation shall be made at the time all bids are received. The tabulation of all bids received shall be open to public inspection after the bid opening during regular business hours for a period of not less than 30 days after the bid opening, but shall not preclude the City Council from awarding the contract after the five (5) day protest period. Other information relating to the bids shall be available to the public in accordance with the Public Records Act.
  - b. Bids received on the City’s electronic bid system shall be opened by the Purchasing Officer after the stated deadline for bids to be received. A written record and tabulation shall be made and retained by each Department Head. The tabulation of all bids received shall be open to public inspection after the bid opening during regular business hours for a period of not less than 30 days after the bid opening, but shall not preclude the City Council from awarding the contract after the five (5) day protest period. Other information relating to the bids shall be available to the public in accordance with the Public Records Act.



### **3.32.260– Formal Competitive Sealed Bid Process for Other than Professional Services**

#### **A. Preparation of Formal Bid Specifications.**

1. The Project Manager or his/her designee shall prepare or cause to be prepared Bid Specifications, and obtain all appropriate approvals to the Bid Specifications prior to soliciting any bids. Bid Specifications shall:
  - a. Identify numerical requirements in a simple, specific manner.
  - b. Be capable of being met by several bidders to allow for competitive bidding.
  - c. Be capable of being accurately evaluated by the Project Manager.
2. In limited circumstances, and unless the City Council directs otherwise, specific brand names may be used in Bid Specifications. Any such use of brand names shall not be construed as an endorsement by the City of a particular product and shall only be used to illustrate the quality level and performance desired. Bids with items of demonstrated equal or better quality level as the brand name mentioned in the Bid Specification are deemed acceptable.
3. If the use of brand names is required, other comparable brand names may be listed in the bid specifications to facilitate the vendor's understanding of the specifications and to promote objectivity. Bidders may submit substitute items in their bid document as having an equal or better quality specification. Acceptance of such substitute items is at the City's sole discretion.

#### **B. Invitation and Notice**

1. **General Notice.** A notice inviting sealed bids shall be issued and shall include a general description of the articles to be purchased, shall state where bid forms and specifications may be obtained, and the time and place for opening bids. Public notice of the invitation for bids shall be given at least fourteen (14) calendar days prior to the date set for the opening of bids. The notice shall be published at least once in a newspaper of general circulation in the City and on the City's purchasing/bidding website. If there is no newspaper of general circulation the notice shall be published in at least three (3) public places in the City that have been designated by ordinance as the places for posting public notices. The Project Manager, or his/her designee, may also choose to publish the notice in another newspaper, trade newspaper, trade journal, and/or on an electronic procurement solicitation system in order to provide notice to the largest number of prospective bidders.
2. **Public Projects Notice.** Notices inviting bids for public projects shall be consistent with Public Contract Code Section 20164 which states: "The Notice Inviting Bids shall set a date for the opening of bids. The first publication or posting of the notice shall be at least 10 days before the date of opening the bids. Notice shall be published at least twice, not less than five days apart, in a newspaper of general circulation printed and published in the City or, if there is none, it shall be posted in at least three public places in the City that have been designated by ordinance as the places for posting public notices." The City Clerk shall administer the posting of legally required notices in the

three public places designated by ordinance. All other postings shall be administered by each Project Manager.

3. **Bidders List.** – The City Manager, or his/her designee shall maintain a list of prospective vendors and trade journals, and bids shall be solicited from all prospective vendors and trade journals whose names are on the bidder's list or who have requested that their names be added to the list.
  - a. A notice inviting formal sealed bids shall be emailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with this section.
  - b. If there is no list of qualified contractors maintained by the City for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the California Uniform Construction Cost Accounting Commission at least fifteen (15) calendar days prior to the date of the bid opening.
4. **Advertising.** The bid initiating Project Manager shall advertise in accordance with the above-stated requirement, and to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22036 of the Public Contract Code. Additional contractors and/or construction trade journals may be notified.
5. **Security.** The City may require bidders to deposit with the City security equal to ten (10%) of the bid amount (or less as determined by the Project Manager), and/or a performance bond, and/or a payment bond in such amount as it shall find reasonably necessary to protect the public interest. If the City requires either or both such security and bond, the form and amount of the security and bond shall be described in the notice inviting bids.
6. **Pre-Bid Conference.** If the nature of the bid is particularly complex, the City may conduct a Pre-Bid Conference with a group of prospective bidders to provide additional bid information and to answer any questions concerning the Bid Package. If a Pre-Bid Conference is to be scheduled, it shall be indicated in the Notice Inviting Bids, with time and place of the conference provided. In order to minimize potential inequities in the distribution of information related to the bid, City could mandate prospective bidders attend this conference as a prerequisite to eligibility to bid

#### C. Bid Opening

Sealed bids properly received by the City shall be opened publicly by the City Clerk or a designee in the presence of one or more witnesses at the place, date, and time designated in the invitation for bids. A written record and tabulation shall be made at the time all bids are received. The tabulation of all bids received shall be open to public inspection after the bid opening during regular business hours for a period of not less than thirty (30) days after the bid opening, but shall not preclude the City Council from awarding the contract after the five (5) day protest period. Other information relating to the bids shall be available to the public in accordance with the Public Records Act.

- D. **Bid Evaluation and Acceptance.** Sealed bids received at or prior to the time set for bid opening shall be unconditionally accepted without alteration or correction, except as specified herein. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluations that are not set forth in the invitation for bids.
- E. **Correction or Withdrawal of Bids.** Subject to any federal or state law mandating authorities to the contrary, correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, shall be made in accordance with this section. Mistakes discovered before bid opening may be modified or withdrawn by written notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, no corrections to bid or provisions shall be permitted but, in lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if: (a) the mistake is clearly evident on the face of the bid document, or (b) the bidder submits evidence that clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, with or without penalty, shall be supported by a written determination made by the Purchasing Officer.
- F. **Determinations**
1. **Determination of Non-responsibility.** In addition to price, the lowest bidder must be a responsible bidder, meaning that the bidder must have the ability, capacity, skill, character, integrity, reputation, judgment, experience, facilities and financial resources necessary to perform the contract. The bidder must also have a record of satisfactory performance of prior contracts and a record of compliance with laws and ordinances applicable to the contract. If a bidder who otherwise would have been awarded a contract is found non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the City Manager or his/her designee. The unreasonable failure of a bidder to supply promptly information in connection with an inquiry with respect to responsibility may be ground for a determination of non-responsibility with respect to such bidder. A copy of the determination shall be sent promptly to the non-responsible bidder. The final determination shall be made part of the contract file and be made a public record under the Public Records Act.
  2. **Determination of Non-responsiveness.** In addition to price and to being a responsible bidder, the lowest bidder must be a responsive bidder. A responsive bidder is one that conforms to the material terms of the bid package. A bid is responsive if it promises to do what the bidding instructions demanded. Conformance with the requirements of the invitation to bid may also include providing insurance requirements and bonds, completion of all forms, inclusion of references, and/or additional information as requested in the bid document. If a bid is found non-responsive, a written determination of non-responsiveness, setting forth the basis of the finding, shall be prepared by the City Manager or his/her designee. A copy of the determination shall be sent promptly to the non-responsive bidder. The final determination shall be made part of the contract file and be made a public record in accordance with the Public Records Act.

3. In determining the lowest “responsible” bidder, the following factors shall be considered in addition to price:
  - a. The ability of the product offered to provide the quality, fitness, and capacity for the required usage.
  - b. The ability, capacity, and skill of the bidder to perform the contract or provide the service required.
  - c. The character, integrity, reputation, judgment, experience and efficiency of the bidder, particularly with reference to past purchases by the City.
  - d. Whether the bidder can perform the contract or deliver the material within the time required.
  - e. The quality of performance and/or quality of products provided in previous contracts or services.
- G. Bid Award. The contract shall be awarded by appropriate written “Notice of Intended Award” to the lowest cost, responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids. The initiating Purchasing Officer shall prepare the staff report to the City Council requesting approval to award the contract to the lowest, most responsible bidder. Prior to the submittal of the item to the City Manager’s office for placement on the City Council Agenda, the initiating department shall obtain the appropriate purchasing, fiscal, and legal review of the report. The City Council may award a contract or reject all bids. Rejection may be in whole or in part of a bid, if permitted by the Bid Specifications. If two or more bids are received for the same total amount or unit price (quality and service being equal), and if the City Council finds that the public interest will be furthered, the City Council may accept the bid it chooses or proceed by negotiation, unless prohibited under state law. Upon City Council award of the bid, the Purchasing Officer shall complete the execution of the Agreement and provide the original, executed document to the City Clerk for record keeping.
- H. Appeals. Any interested party may file a protest regarding the procurement decisions authorized under this Chapter.
  1. Time to File Protest. All protests must be filed in writing and must be received by the City Clerk within five (5) business days of the date of the opening of the bids.
  2. Form of Protest. All protests shall be in writing, state the grounds for the protest, state the facts relevant to the protest, and all evidentiary support to rebut adverse evidence that it or another bidder was either non-responsive or not responsible. All protests must be filed in accordance with the instructions contained in the solicitation which is the subject of the protest.
  3. City Manager Review. The City Manager or his/her designee shall review the protest and shall issue a written decision on the protest. The City Manager or his/her designee may base the decision on the written protest alone or may informally gather evidence from the person(s) filing the protest or any other person having relevant information.

For procurements having a value of One Hundred Seventy-five Thousand (\$175,000) Dollars or less, the City Manager's or his/her designee's decision shall be final.

4. **Appeal of City Manager's Decision to City Council.** For procurements having a value exceeding One Hundred Seventy-five Thousand (\$175,000) Dollars, an appeal of the City Manager's decision may be filed with the City Clerk for consideration by the City Council. All such appeals must be in writing, and shall be filed within five (5) business days from the date of the City Manager's decision.
  - I. **Failure to Timely Appeal.** An interested party who fails to file a protest within the times set forth in this section waives any right to protest the issue at a later date.
  - J. **Cancellation of Invitations.** An invitation for bids may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation or in the City Council's discretion.
  - K. **Rejection of Bids.** The City Council may reject all bids or award the purchase contract to the lowest responsive and responsible bidder whose bid fulfills the intended purpose according to criteria designated in the solicitation, provided that an unencumbered appropriation exists for the purchase. The City Council may waive any minor bid irregularities. If bids are rejected, the City Council may authorize purchasing staff to negotiate a contract for the purchase, initiate a rebid, or abandon the purchase.
  - L. **Local Preference.** Quality and service being equal, a local preference of five percent (5%) shall be given to local vendors within the City as set forth in Section 3.32.140
  - M. **Bonds.** The City may require a bid bond with any bid, or a performance bond, labor and material bond or warranty bond before entering into a contract, in such amount as is reasonably necessary to protect the interests of the City. The form of payment and amount of any bond shall be described in the notice inviting bids.

### **3.32.270– Competitive Sealed Proposal Process for Professional Services**

A Purchasing Officer may solicit competitive sealed proposal process by way of a Request for Proposal (RFP) the procurement of services in an amount of more than Thirty Thousand Dollars (\$30,000). RFPs procedures are as follows:

- A. **Request for Proposals and Notice**
  1. The RFP should include a detailed scope of work, clearly state the City's needs and articulate the criteria for evaluating proposals submitted.
  2. **General Notice.** A notice requesting proposals ("RFP") shall be issued and shall include a general description of the services to be procured, shall state where proposal forms and specifications may be obtained, and the time and place for the delivery of proposals. Public notice of the invitation for bids shall be given at least fourteen (14) calendar days prior to the date set for the opening of bids. The notice shall be published at least once in a newspaper of general circulation in the City and on the City's purchasing/bidding website. If there is no newspaper of general circulation the notice shall be published in at least three (3) public places in the City that have been designated by ordinance as the places for posting public notices. The Purchasing

Officer, or his/her designee, may also choose to publish the notice in another newspaper, trade newspaper, trade journal, and/or on an electronic procurement solicitation system in order to provide notice to the largest number of prospective bidders. The City Clerk shall administer the posting of all legally required notices in the three (3) public places designated by ordinance. All other postings shall be handled by the respective Purchasing Officer.

3. Bidding List. – The City Manager, or his/her designee shall maintain a list of prospective vendors and trade journals. Bids shall be solicited from all prospective vendors and trade journals whose names are on the bidder's list or who have requested that their names be added to the list.
    - c. A notice inviting formal bids shall be emailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with this section.
    - d. If there is no list of qualified contractors maintained by the City for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the California Uniform Construction Cost Accounting Commission at least fourteen (14) calendar days before the date of the bid opening.
  4. Advertising. The initiating Purchasing Officer is required to advertise in accordance with the above-stated requirement.
  5. Bulletin Board. The initiating department may also advertise pending purchases by a notice posted on a public bulletin board in City Hall or the City's website.
  6. Pre-Bid Conference. If the nature of the bid is particularly complex, it may be desirable to conduct a Pre-Bid Conference with prospective bidders as a group to provide additional bid information and to answer any questions concerning the Bid Package. If a Pre-Bid Conference is to be scheduled, it shall be indicated in the Notice Inviting Bids, with time and place of the conference provided. In order to minimize potential inequities in the distribution of information related to the bid, departments could mandate attendance to this conference in order to be considered an eligible bidder. This mandate would have to be defined in the Bid Terms and Conditions.
- B. Evaluation Factors. The RFP shall identify all evaluation factors that will be used by the Purchasing Officer, and the relative importance of the evaluation factors, including price. Evaluation factors should include the following.
1. Mandatory elements
    - a. The person or entity is properly licensed to practice in California, has no conflict of interest, adheres to the proposal instructions and includes a Letter of Transmittal.
    - b. Expertise and experience
    - c. Response to the scope of work
    - d. Allocation of resources

2. Oral Presentations/Interviews with Responsible Offerors and Revisions to Proposals. The City may conduct interviews and negotiations with responsible vendors whose proposals are responsive to the RFP, for the purpose of gaining full understanding of the proposal contents. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing vendors or any information derived from proposals submitted by competing vendors.
3. Once firms are ranked based upon quality, the staff determines if the highest ranking firm's cost proposal is reasonable prior to making a recommendation for selection. If the cost proposal is found to be unreasonable, staff evaluates the next highest ranked firm's cost proposal. Determining a reasonable cost is based on a comparison of proposals, project budget, prior experience, comparative project costs in neighboring cities and professional judgment. More than one vendor may be chosen if it is determined to be more cost effective.

#### C. Award

1. Bids not received via the City's electronic bidding system shall be submitted to the City Clerk and shall be identified as bids on the envelope. A written record and tabulation shall be made at the time all bids are received. The tabulation of all bids received shall be open to public inspection after the bid opening during regular business hours for a period of not less than 30 days after the bid opening, but shall not preclude the City Council from awarding the contract after the five (5) day protest period. Other information relating to the bids shall be available to the public in accordance with the Public Records Act.
2. Bids received on the City's electronic bid system shall be opened by the Purchasing after the stated deadline for bids to be received. A written record and tabulation shall be made and retained by each Department Head. The tabulation of all bids received shall be open to public inspection after the bid opening during regular business hours for a period of not less than 30 days after the bid opening, but shall not preclude the City Council from awarding the contract after the five (5) day protest period. Other information relating to the bids shall be available to the public in accordance with the Public Records Act.
3. Evaluation/Selection Committee. The initiating Purchasing Officer shall propose a selection committee. Any individual or entity that has an interest in one or more of the entities submitting a proposal shall recuse themselves from the selection process or from the selection committee. The committee will rank the candidates based on the evaluation criteria and come to a consensus of the top candidate. Details about one proposal cannot be revealed to the other proposers.
4. Award shall be made to the responsible vendor whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors, including price, set forth in the RFP. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.

5. The initiating Purchasing Officer shall submit the staff report to the City Council requesting approval to award the contract to the most qualified, responsible bidder. Prior to the submittal of the item to the City Manager's office for placement on the City Council Agenda, the initiating Purchasing Officer shall obtain the appropriate purchasing, fiscal, and legal review of the contract.
  6. The City Council may award a contract or reject all bids. Rejection may be in whole or in part of a bid, if permitted by the Bid Specifications. If two or more bids are received for the same total amount (quality and service being equal), and if the Council finds that the public interest will be furthered, the Council may accept the bid it chooses or proceed by negotiation, unless prohibited by law.
- D. Appeals. Any interested party may file a protest regarding the procurement decisions authorized under this chapter. The appeal process shall be pursuant to that set forth in Section 3.32.260 of this Chapter. An interested party who fails to file a protest within the times waives any right to protest the issue further.
- E. Determination of Non-responsibility; Non-responsiveness, Cancellation of Invitations; Bonds. The provisions set forth in Section 3.32.260 of this Chapter relating to Determination of Non-responsibility, Non-responsiveness, Cancellation of Invitations and Bonds, shall apply to the RFP process.
- F. Request for Qualifications. The Purchasing Officer may distribute a request for qualifications ("RFQ") before initiation of the RFP process. An RFQ may include a general description of the qualifications desired and the services to be procured, shall state where forms and further information may be obtained, and the time and place for the delivery of responses. Public notice of the RFQ shall be posted at least ten (10) calendar days prior to the date set for the delivery of responses. The notice shall be published at least once in a newspaper of general circulation in the City or in at least three (3) public places in the City.

### **3.32.280 – Exceptions to the Competitive Processes**

The competitive processes identified in Sections 3.32.260 and 3.32.270 shall not apply in the following circumstances.

- A. Emergency. A Purchasing Officer may make emergency purchases of goods, procurement of services, or undertake public construction, without following the competitive process in this Chapter when there exists an immediate, substantial and verifiable threat to public health, welfare, or safety, or when a local emergency has been declared or proclaimed in accordance with the provision of Chapter 2.44 of the Perris Municipal Code provided that such emergency purchases shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency purchase or procurement, and for the selection of the particular vendor or contractor shall be included in the contract file. For contracts other than for public projects in the amount of Thirty Thousand Dollars (\$30,000) or less, or for public project contracts in the amount of Forty-Five Thousand Dollars (\$45,000) or less, this determination shall be made by the City Manager. For contracts for other than public projects in the amount of more than Thirty Thousand Dollars (\$30,000), or for public projects contracts in the amount of Forty-Five Thousand Dollars (\$45,000), the City Manager shall provide a report to the City Council after the emergency condition has



passed or subsided of the basis for the emergency purchase or procurement, and for the selection of the particular vendor or contractor. The City Council may ratify the contract following a determination that the emergency purchase or procurement was warranted.

- B. Sole or limited source. Unique commodities and services which can be obtained from only one vendor or one distributor authorized to do business in the State of California, with singular characteristics or performance capabilities or which have specific compatibility components with existing City products are exempt from the competitive bidding requirements set forth in this Chapter and are deemed sole source purchases. Sole source purchases may include proprietary items sold direct from the manufacturer. All sole source purchases shall be supported by written documentation indicating the facts and nature supporting the determination of a sole source, signed by the appropriate Department Head and forwarded to the Finance Department. As with any other purchase, staff must establish facts indicating the anticipated cost is fair and reasonable. A contract may be awarded without competition when the Purchasing Officer determines in writing, after conducting a good faith review of available sources, that there is only one source for the required goods, service, or construction item. For contracts other than public projects in the amount of Thirty Thousand Dollars (\$30,000) or less, or for public projects in the amount of Forty-Five Thousand Dollars (\$45,000) or less, this determination shall be made by the City Manager. For contracts other than public projects in the amount of more than Thirty Thousand Dollars (\$30,000), or for public projects in the amount of Forty-Five Thousand Dollars (\$45,000), this determination shall be made by the City Council. The City Manager or his/her designee shall conduct negotiations, as appropriate, as to price, delivery, and terms. A statement of the basis for the sole source determination shall be placed in the contract file.
- C. Public interest. In limited and unique circumstances, competitive bidding is not required when it would be impossible, or when it would not be in the public interest. This exception may apply when the purchase is for: (1) a specialized technology product, (2) an addition to, or repair or maintenance of, existing equipment which can be more efficiently added to, repaired or maintained by a particular company or manufacturer, or (3) equipment which must be compatible with existing equipment, by reason of the training of the personnel or an inventory of existing replacement parts kept by the City. For non-public project contracts in the amount of Thirty Thousand Dollars (\$30,000) or less, or for public project contracts in the amount of Forty-Five Thousand Dollars (\$45,000) or less, this determination shall be made by the City Manager. For non-public project contracts in the amount of more than Thirty Thousand Dollars (\$30,000), or for public project contracts in the amount of Forty-Five Thousand Dollars (\$45,000), this determination shall be made by the City Council. A statement of the basis for the determination shall be placed in the contract file.
- D. Other exceptions. Contracting for trash and garbage services, and any services connected with elections is not required to follow the competitive bidding procedures.

### **3.32.290 – Electronic Bidding Alternative**

- A. Notwithstanding any contrary provision in this code, the use of electronic media is authorized for any formal and informal bidding process pursuant to this Chapter 3.32, including without limitation submission, identification, opening and reporting of bids electronically (“electronic bidding”; “E-Bid”), provided that it be in accordance with state law and the Perris Municipal Code. Electronic bidding shall include measures as the City

deems appropriate for security of the bidding, approval and award processes and accurate retrieval or conversion of electronic information into a medium which permits inspection and copying. All electronic bids shall be submitted in a manner set forth in the notice of inviting bids and/or the bid instructions.

- B. The City may, in its sole discretion, require electronic bidding for any informal and formal bids authorized under this Chapter 3.32. If the City elects to use electronic bidding, then all bids must be submitted electronically consistent with the notice of inviting bids and/or bid instructions. If electronic bidding is not selected, then no bids may be submitted electronically.
- C. The term "mail" as used in, and other forms of written communication required under, this Chapter 3.32 includes electronic mail and facsimile.

### **3.32.300 – City Credit Cards**

The following sections describe the purchasing policy and requirements applicable to all procurements made using credit cards issued the City. If any section of this policy is determined to conflict with state and/or federal procurement requirements, the procurement shall be deemed exempt from this policy.

### **3.32.305 – Introduction**

Guidelines set forth herein apply whenever a City employee uses a City-issued credit card to make certain supply and service purchases on behalf of the City and pay for travel expenses when on City business.

### **3.32.310 – Objectives**

The use of City credit cards in lieu of other payment options is intended to:

- A. Reduce procurement and payment processing costs.
- B. Improve vendor relations by making “doing business” with the City easier.
- C. Enhance internal control by better identifying specific employees making minor supply and service purchases on behalf of the City, and improving the accuracy of account distributions between programs and projects.
- D. Take advantage of cost-saving opportunities by purchasing on the Internet and through catalogs.

### **3.32.315 – Up-Front Authority**

The purchasing authority is designed to be “up front.” The City cardholder is delegated the authority to purchase certain supplies and equipment within specified dollar amounts for business related purposes for the City.

### **3.32.320 – Overview**

- A. Although it is not required, City employees are encouraged to make purchases from vendors who provide government discounts when using City credit cards.
- B. The City’s Credit Cards that are available for check-out are issued in the City’s name. The City Manager may approve a City Credit Card to be issued in an employee’s name.
- C. Authorization to check-out a City Credit Card must be obtained from the Department Head and presented to the Finance Department.
- D. Each employee issued a Credit Card or checks out a City Credit Card is responsible for the security of the card and all transactions associated with it.
- E. The City’s Credit Cards may be used for in-store purchases, mail, telephone, and internet or fax orders.
- F. Transaction limits are established and authorized by each Department Head and

approved by the Finance Director or Accounting Manager. At the time of check-out, Finance staff will electronically adjust the credit card limit according to the Department Head's approved amount.

- G. The City's competitive bidding standards apply to all types of payment methods, including credit card purchases. Unless otherwise authorized by the City Manager or a designee, individual credit card purchases shall not exceed \$5,000.
- H. All check-out cards must be returned to the Finance Department by 6:00 p.m. of the day of check-out, unless otherwise authorized by the Finance Director.

### **3.32.325 – Definitions**

- A. A Cardholder is defined as a City staff member approved by his/her Department Head to execute transactions on behalf of the City and/or whose name appears on the Credit Card.
- B. Supporting Documentation is defined as a merchant-produced original record of the relevant details for each item purchased including but not limited to quantity, amount, and vendor name and address.

### **3.32.330 – Authorized Cardholders (Non Check-Out Cards)**

- A. The Finance Director shall cause to be issued to the City Manager a credit card with a \$5,000 limit to be used for City business expenditures only.
- B. Subject to the City Manager's discretion, Department Heads and non-limited service employees may be issued a credit card with a limit designated by the City Manager to be used for City business expenditures only.

### **3.32.335 – Cardholder Responsibilities**

- A. Each cardholder must activate the City's Credit Card before use by following the instructions that come with the card.
- B. Each cardholder shall be responsible for obtaining receipts for all purchases.
- C. Credit card statements are mailed directly to the Finance Department and then distributed to each Department.
- D. Cardholders must compare each transaction to their receipts to ensure accuracy and report any discrepancies or erroneous charges to the Finance Director immediately.
- E. Proper documentation for all transactions is MANDATORY. Failure to comply with City Credit Card procedures shall result in the cancellation of the Credit Card by the Finance Director or a designee, and may result in disciplinary action against the card holder.
- F. All credit card statements and supporting documentation must be received by the Finance Department and signed by the cardholder before payment is issued.

### **3.32.340 – Transactions Requiring Special Documentation or Approval**

- A. Credit cards may be used in paying for travel expenses on City's business and to all such

credit card payments, including the budgetary limitations and requirements for adjustments prior to the payment of an applicable expenditure.

- B. **Membership Dues.** Use of City funds for organizational memberships and dues may be permitted for memberships in organizations that provide educational or professional service value to the City. City funds may not be used to pay personal membership dues that do not provide educational or professional service value to the City. When organizational membership and dues are in question, the City staff member must consult with their supervisor.
- C. **Fuel Expenditures.** Subject to the City Manager approval, fuel should be obtained from the City's fueling facility or by the use of a City issued fuel credit card.
- D. **Special Purchases.** Purchases which appear, on their face, to be of a personal nature, must be approved, in writing and in advance by the Department Head in a manner which establishes the public purpose.

### **3.32.345 – Prohibited Purchases**

- A. **The City Credit Card shall not be used for the following:**
  - 1. Cash advances.
  - 2. Personal services.
  - 3. Contracted services such as independent contractors, performers, consultants, speakers, attorney fees, printing services.
  - 4. Construction, renovation or installation services.
  - 5. Fuel for personal vehicles (except that it may be used for rental car gas while on official business). Personal vehicle mileage should be reimbursed by accounts payable check to those employees who do not receive a car allowance.
  - 6. Personal convenience items. This includes, but is not limited to commuting expenses, parking tickets, personal fines, gifts, entertainment, personal membership fees, personal clothing and footwear, decorative items, personal qualification expenses.
  - 7. Medical services.
  - 8. Services of sole proprietorships or individuals.
  - 9. Any purchases or transactions requiring a separate written agreement is subject to the City Manager's approval.
  - 10. Gift cards for use other than City event prize/giveaways are subject to the City Manager's approval.
- B. Credit cards shall not be used to circumvent established competitive purchasing procedures. No purchases for goods or services shall be made in excess of \$5,000.
- C. Purchases for non- official City business. Personal charges must not be applied to the

**City's Credit Card. Personal charges mistakenly applied to the City Credit Card must be reimbursed to the City immediately. Violation of City Credit Card procedures may result in disciplinary proceedings up to and including termination, as well as applicable civil and/or criminal action.**

### **3.32.400 – Petty Cash**

The following sections describe the policy and requirements applicable to all procurements made using petty cash by the City. If any section of this policy is determined to conflict with state and/or federal law, state or federal law shall prevail.

### **3.32.405 – Introduction**

A petty cash fund may be established in the Finance Department for the procurement or reimbursement of low-value supplies and services, when other methods of procurement are not readily available. Departments shall make deliberate efforts to use the normal procurement process through accounts payable, or to use City issued credit cards where possible in order to minimize petty cash disbursements.

### **3.32.410 – Authority**

- A. The Finance Director shall determine whether to authorize the petty cash fund and establish the maximum amount of the fund. Petty cash funds shall not exceed \$1,500 in the aggregate.
- B. Petty cash funds may be used only for incidental, non-recurring or emergency purchases. The Finance Director or his/her authorized designee may approve an exception for documented justifiable reasons submitted by the Department Head having delegated expenditure decision authority.
- C. All purchases must be for authorized purposes only.
- D. The Department Head or authorized designee must review and approve in writing all petty cash disbursements.

### **3.32.415 – Designating a Petty Cash Custodian**

- A. The Finance Director shall designate a minimum of two permanent City employees as primary and alternate petty cash custodians. The custodians should be available during working hours to issue disbursements for Department Head-approved petty cash purchases. The designation of specific responsibility for custody of petty cash funds shall be effectuated through delegations of authority and position descriptions.

The Finance Director shall ensure the designated employees are aware of City policies, and understand and receive training in internal controls and applicable rules and regulations governing the custody and control of petty cash funds.

### **3.32.420 – Proper Custody and Control**

- A. The custodian is responsible for the custody and control of the petty cash fund; however, accountability and responsibility for the proper use and care of the fund remain with the Finance Director or authorized designee.
- B. Petty cash shall be placed in a locking cash box and secured in a safe, vault, locking file cabinet or comparable secured storage area with access restricted to authorized employees.

### **3.32.425 – Restrictions**

- A. Change funds are established by the Finance Department for use by certain departments that have customers and must provide change. Change funds are not to be used for petty cash purchases.
- B. Under no circumstances shall petty cash funds be used to circumvent the City's purchasing policy. Petty cash disbursements will be charged to the appropriate departmental account, and must have budgeted funds available. Petty cash funds shall not be used for any unauthorized disbursement or transaction, including but not limited to:
  - 1. Payroll advances;
  - 2. Mileage reimbursements;
  - 3. Contract labor payments;
  - 4. Professional services, tutors, mentors or provider payments;
  - 5. Personal loans, IOUs or advancing cash to an employee, volunteer, personal services contractor, agent of the City, or other person;
  - 6. Cashing checks for anyone;
  - 7. Purchasing animals or paying for their care and upkeep;
  - 8. Donations;
  - 9. Personal services or personal items for an employee, volunteer, agent of the City or other person;
  - 10. Purchasing any item strictly prohibited by rule or law;
  - 11. Alcoholic beverages;
  - 12. Tobacco products;
  - 13. Controlled substances;
  - 14. Fines, penalties or other similar items.



### **3.32.430 – Disbursements**

- A. A petty cash reimbursement request form must be completed to support all disbursements of cash from the petty cash fund. The petty cash reimbursement request form must be completed in its entirety, signature-approved and dated by a Department Head or authorized designee with delegated expenditure decision authority, and signed and dated by the custodian processing the transaction. Approved disbursements must be for authorized expenditures and be supported by appropriate original documentation, including but not limited to:
  - 1. Completed petty cash reimbursement request form;
  - 2. Purpose of the expenditure;
  - 3. Description of the goods purchased or of the services provided (entered by the vendor if a handwritten receipt is obtained, or by the purchaser if a cash register tape is issued);
  - 4. Amount of the expenditure;
  - 5. Accounting code(s) to be charged;
  - 6. Original itemized cash register receipt or sales ticket (date must be not older than seven business days). Receipts should show the name of the business where the purchase occurred;
  - 7. Signed and dated by the petty cash custodian;
  - 8. Signed and dated by the individual receiving payment;
  - 9. Signed and dated by the Department Head or authorized designee with delegated expenditure decision authority.
- B. Petty cash disbursements will not be made without proof of purchase (sales receipt slip). The receipt must be an original. Copies are not acceptable. Receipts that show evidence of alteration are not acceptable.
- C. Individual expenditures from the petty cash fund shall not exceed \$150. Expenditures exceeding \$150 shall be handled through normal accounts payable or purchasing procedures.

### **3.32.435 – Petty Cash Advance Before a Purchase**

- A. The Department Head or authorized designee with delegated expenditure decision authority may approve petty cash advances for authorized expenditures. The custodian may not authorize petty cash advances nor be authorized as a designee with delegated expenditure decision authority.
- B. A Petty Cash Advance form must be completed and given to the custodian to place in the petty cash box. The petty cash advance request must include, but is not limited to:
  - 1. The amount of the cash advance;

2. The item(s) authorized for purchase;
  3. Dated signatures of the individual requesting the funds and the Department Head or authorized designee approving the advance;
  4. Dated signature of the petty cash custodian to indicate that the funds were advanced.
- C. Petty cash advances may not be held for more than two business days. Within one business day after the purchase is made, the original receipt and any unused funds must be returned to the petty cash custodian. The original advance form must be completed and include:
1. The actual amount of the authorized purchase;
  2. The cash amount returned, or zero if all funds were used;
  3. Dated signature of the employee who received the advance and date;
  4. Dated signature of the petty cash custodian receiving the unused cash and/or original sales receipts and date;
  5. Original itemized receipt attached to the petty cash advance form.

#### **3.32.440 – Reconciliation**

Petty cash funds are operated on an impress basis. This means receipts are obtained for all disbursements and kept with the petty cash monies. At all times, the total currency and receipts must equal the total authorized amount of the petty cash fund. A reconciliation of the petty cash fund shall be conducted on a bi-monthly basis at a minimum.

#### **3.32.445 – Replenishing Petty Cash**

- A. The petty cash fund shall be replenished in a timely basis to ensure that a sufficient amount of cash is kept on hand at all times. When the fund is reduced to a balance that requires replenishment, the custodian shall perform a reconciliation and complete the petty cash ledger. All required supporting documentation must be attached to the ledger and provided to the appropriate accounts payable personnel in the Finance Department to replenish the fund. The custodian shall submit the required documentation with a reasonable amount of lead time to allow for the normal processing of the amount to replenish the petty cash fund.
- B. Petty cash funds should be reimbursed on an as needed basis determined by the custodian.

#### **3.32.450 – Annual Review**

The Finance Director or his/her authorized designee shall conduct an annual review of all petty cash funds to assess the reasonableness of the cash balances maintained in relation to operating needs. The assessment will include a recommendation to increase, decrease, and close or retain the original amount of the petty cash fund.

### **3.32.455 – Cash Overage and Shortage**

The Finance Director shall ensure that cash overage and shortage amounts are handled in an appropriate manner in accordance with any applicable City policies.

### **3.32.460 – Audit**


Petty cash funds are subject to periodic audits by external auditors to ensure proper controls are maintained. The Finance Director, his/her authorized designee, and petty cash custodian shall ensure that the fund is balanced and available for audit at all times. Recurring audit findings may result in the petty cash fund being revoked.

**CITY COUNCIL  
AGENDA SUBMITTAL**

**Meeting Date: March 14, 2017**

**SUBJECT:** Boys & Girls Club of Perris request for a fee waiver to use Senior Center

**REQUESTED ACTION:** That the City Council consider a waiver of rental fees for an Imagination Playground held on March 3, 2017 hosted by the Boys & Girls Club of Perris

**CONTACT:** Darren Madkin, Interim Assistant City Manager 

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**BACKGROUND/DISCUSSION:**

The Boys & Girls Club of Perris is a non-profit agency which provides comprehensive services that strengthens and supports children's activities. They hosted an unveiling of their new Imagination Playground held on March 3, 2017 at the Senior Center. The purpose of the event was to show innovative play equipment.

The Boys & Girls Club of Perris is requesting the Perris City Council authorize the waiver of rental fees associated with the reservation of Senior Center for the unveiling its new Imagination Playground. A copy of the letter request is attached with this submittal. The total value of the requested fee waiver is \$190.00.

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**FISCAL IMPACT:** The fee for use of Senior Center is \$190.00. This amount includes the rental and deposit fee for the Senior Center.

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**Prepared by:** Spencer Campbell, Recreation Supervisor II 

**Reviewed By:** Sabrina Chavez, Assistant Director  
Community Services and Housing Division

**City Attorney:**

**Assistant Finance Director:** Jennifer Erwin 

**Attachments:** Waiver Request Letter from Boys & Girls Club of Perris



February 24, 2017

City of Perris  
City Councilmembers  
101 North D Street  
Perris, CA 92570

**Board of Directors**  
JOSE RAMOS  
Chairman

DENISE VILLAMIL,  
Treasurer

MARTIN FLORES  
Board Member

BRADY MC CARRON  
Board Member

**Honorary Board**  
Marion Ashley  
Supervisor –  
Riverside County

Jaime Hurtado  
Chief of Staff  
For Marion Ashley  
Supervisor –  
Riverside County

### **Boys & Girls Club of Perris Request to Waive Facility Usage Fee**

Dear City Councilmembers,

First and foremost, we want to express our gratitude for the support given the Boys & Girls Club of Perris.

The Boys & Girls Club of Perris will be unveiling its new Imagination Playground™ on Friday, March 3, 2017 at 4pm at the City of Perris Senior Center.

The innovative play equipment has been donated by The CarMax Foundation and national non-profit KaBOOM! Together, they will make it easier for kids in Perris to get the childhood they deserve filled with balanced and active play.

We would like to request to use the Senior Center for our event and have the fee waived.

We thank you for supporting this vision and allowing the Boys & Girls Club of Perris to bring joy to the children of Perris

You may contact me at [jramos@boysandgirlsclubofperris.org](mailto:jramos@boysandgirlsclubofperris.org) or call me at 951-339-6353 if you have any further questions.

Sincerely,

Jackie Ramos  
CEO Boys & Girls Club of Perris

**CITY COUNCIL  
AGENDA SUBMITTAL**

**Meeting Date: March 14, 2017**

**SUBJECT: Resolution Instituting Foreclosure Proceedings in regards to its Community Facilities Districts**

**REQUESTED ACTION: It is recommended that the City Council approve Resolution No. \_\_\_\_.**

Resolution No. \_\_\_\_      **“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS AUTHORIZING AND ORDERING JUDICIAL FORECLOSURE OF CURRENT AND FUTURE DELINQUENT SPECIAL TAXES RELATED TO ITS COMMUNITY FACILITIES DISTRICTS OF THE CITY OF PERRIS, PURSUANT TO THE MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982, AND TAKING CERTAIN ACTIONS IN CONNECTION THEREWITH”**

**CONTACT: Eric Dunn, City Attorney**

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**BACKGROUND/DISCUSSION:**

The City Council has formed community facilities districts (the “Districts”), for the purpose of paying for public facilities within the areas serviced by the Districts. The City Council (the “Council”) of the City of Perris, California (the “City”), on behalf of the Districts, has conducted proceedings, resulting in the issuance and sale of special tax bonds and/or refunding bonds for the Districts (the “District Bonds”) pursuant to the Mello-Roos Community Facilities Act of 1982, constituting California Government Code Sections 53311, *et seq.* (the “Act”).

The District Bonds are secured by special taxes levied within the Districts pursuant to election proceedings conducted under the Act, Ordinances adopted by the City Council, and a notices of Special Tax Lien recorded against all taxable property within the Districts. Under the bond documents, the City has covenanted for the security of the bondholders to commence and diligently foreclose on the lien of any special taxes not paid when due.



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## ISSUES/ANALYSIS:

Under the Act and the fiscal agent agreements provided for the issuance of the bonds, the City Council may adopt a resolution authorizing the foreclosure of properties which are delinquent in their payment of special taxes within the Districts. Currently, there are fourteen delinquent properties meeting the foreclosure criteria in the bond documents in the Districts. The attached resolution will order and authorize the city attorney, staff and appropriate consultants to commence and prosecute foreclosure proceedings on all properties delinquent in payment of their special tax payments within the Districts in accordance with the terms of the Act. The resolution will authorize and order future foreclosures on future delinquencies over the life of the bond issue, if any, without the need for further action by the City Council. The Resolution will also authorize the City Attorney to collect attorney fees and other costs as part of the foreclosure proceedings. The current delinquent properties are listed on Exhibit A to the Resolution.

As part of the collection proceedings, the City staff will provide an opportunity to the Property owners to become current in their payment of special taxes, interest and penalties associated therewith up until the foreclosure takes place.

Basically, the process will generally proceed to foreclosure as follows:

1. The City will review the delinquent taxes following each interest payment date and determine which properties are delinquent.
2. The special tax consultant will send out a notice informing the property owner of its delinquencies and stating that if it is not paid by a certain date, the property will be subject to foreclosure. The City will work with property owners and enter into payment plans to the extent the delinquencies are small amounts.
3. To the extent the delinquent taxes are not paid, the City will remove the taxes from the County Tax Roll, record appropriate notices, and begin the foreclosure process.
4. The City Attorney will file the complaint, and record appropriate notices with the Court and on the property and proceed with the foreclosure suit.
5. Following the foreclosure judgment which will give the City the right to take the property, the property will be sold at a tax sale.

The property owner will have the opportunity up until the property is sold at a tax sale to retrieve the property by paying the amount owing, including costs and attorneys' fees.

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**BUDGET (or FISCAL) IMPACT:**

All foreclosure and related costs are paid through the administrative levy within the Districts and through the foreclosure proceeding. The City should not incur any separate costs.

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Reviewed by:

City Attorney X

Assistant City Manager DM

Assistant Director of Finance JE

Attachments:

Consent:

Public Hearing:

Business Item:

Other:



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS AUTHORIZING AND ORDERING JUDICIAL FORECLOSURE OF CURRENT AND FUTURE DELINQUENT SPECIAL TAXES RELATED TO ITS COMMUNITY FACILITIES DISTRICTS OF THE CITY OF PERRIS, PURSUANT TO THE MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982, AND TAKING CERTAIN ACTIONS IN CONNECTION THEREWITH**

**WHEREAS**, the City Council (the "Council") of the City of Perris, California (the "City"), on behalf of its community facilities districts of the City of Perris (collectively referred to as the "Districts"), has conducted proceedings resulting in the issuance and sale of bonds (the "Bonds") pursuant to the Mello-Roos Community Facilities Act of 1982, constituting California Government Code Sections 53311, *et seq.* (the "Act"); and

**WHEREAS**, pursuant to the Act, the City has duly recorded Notices of Special Tax Lien on property within the Districts and duly and regularly levies special taxes, which special taxes and interest and penalties thereon constitute a lien against the parcels of the land on which it is levied (the "Property") until the same are paid, and which liens secure in whole or part the outstanding Bonds issued pursuant to the Act; and

**WHEREAS**, certain installments of the special taxes have not been paid when due, and certain special taxes may not be paid when due in the future; and

**WHEREAS**, pursuant to Section 53356.1(a) of the Act, the City Council is authorized to order that any delinquent special taxes levied in whole or in part for payment of the Bonds, together with any penalties, interest, and costs, be collected by an action brought in the superior court to foreclose the lien of special tax not later than four (4) years after the due date of the last installment of principal and is authorized, pursuant to Section 53356.2, to take such actions as may be necessary to relieve the County of Riverside tax collector of any further duty to collect the special taxes; and

**WHEREAS**, pursuant to Section 53356.1(b) of the Act and pursuant to the bond documents related to the Bonds, the City has covenanted for the benefit of owners of the Bonds to file such foreclosure actions in its own name on their behalf and is authorized to order the foreclosure pursuant to the terms and conditions of the Act; and

**WHEREAS**, the City wishes to direct the City Attorney and the City staff to prosecute such judicial foreclosure actions on all Districts within the City to the extent delinquent Property meets the foreclosure criteria with respect to the applicable Bonds.

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

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

**Section 2.** The City finds that the Act authorizes the filing of judicial foreclosure lawsuits to collect delinquent special taxes on the Property within the Districts, including but not limited to the ones listed on Exhibit A hereto, and hereby orders that the delinquent special taxes and all future delinquent special taxes as to the Property subject to the special taxes be collected by an action brought in the appropriate Superior Court to foreclose the liens thereof in accordance with the Act and the foreclosure covenants related to the applicable Bonds.

**Section 3.** The City Attorney is authorized to prosecute the foreclosure actions and to collect, in the name of the City, the Districts and on behalf of the owners of the Bonds, all amounts due on account of the delinquent special taxes with respect to the Property, including attorneys' fees and costs incurred in connection therewith.

**Section 4.** The City Attorney is hereby authorized and ordered to prosecute the foreclosure actions and to collect, in the name of the City, the Districts and on behalf of the owners of the Bonds, all amounts due on account of any future special taxes levied the Property which become delinquent in the Districts, including attorneys' fees and costs incurred in connection therewith, pursuant to the terms of the Act and the bond documents without further action by the City Council.

**Section 5.** The City Council finds that the Act provides for the payment of the costs and attorneys' fees for prosecution of the foreclosure lawsuits authorized by the City on redemption prior to entry of judgment as well as on post-judgment redemption, and hereby authorizes the City Attorney to require payment of all costs and all attorneys' fees incurred in the applicable foreclosure lawsuit as a condition of such redemption.

**Section 6.** City personnel in conjunction with the City Attorney and other City consultants are authorized and directed if and as applicable, pursuant to Government Code Section 53356.2: (a) to record notices of intent to remove the delinquent special taxes from the tax rolls, and (b) to request that the applicable County officials remove current and future delinquent special taxes from the tax rolls.

**Section 7.** That the City Clerk shall certify to the passage and adoption of this Resolution and enter it in the book of original resolutions.

**Section 8.** This Resolution shall take effect immediately upon its adoption.

**ADOPTED, SIGNED and APPROVED** this 14<sup>th</sup> day of March, 2017.

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Mayor, Michael M. Vargas

ATTEST:

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City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number \_\_\_\_\_ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the \_\_\_ day of \_\_\_\_\_, 2017, by the following called vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

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

(SEAL)

**EXHIBIT A**

**DELINQUENT PARCELS**

<b>CFD</b>	<b>APN</b>
2001-1, IA No. 4	300-082-009
2001-1, IA No. 4	300-102-004
2001-1, IA No. 5	307-390-011
2001-1, IA No. 5	307-383-013
2001-2	303-444-006
2001-1	320-350-025
2004-3, IA No. 2	330-440-003
2004-3, IA No. 2	330-461-034
2005-2	320-422-013
2005-2	310-282-012
2005-4	302-282-018
2014-2 (Formerly 91-1)	305-080-078
88-1	300-291-006

CITY COUNCIL  
AGENDA SUBMITTAL

Meeting Date: March 14, 2017

**SUBJECT:** Approval of a Contract Services Agreement between the City of Perris and MHM Associates for Resource Development Services

**REQUESTED ACTION:** City Council approval of a contract services agreement with MHM Associates

**CONTACT:** Darren Madkin, Interim Assistant City Manager *DM*

---

MHM and Associates made a presentation to the City Council in July 2015, seeking the City's participation in the e3p3 Model City Program. At that time MHM and Associates explained the e3p3 Model, and described how the system could result in access to grant funding for the City. MHM and Associates presented a Resource and Development Plan (R&D Plan) to pursue grants for projects and programs based on the City's needs on February 28, 2017. MHM and Associates proposes to use the Resource and Development Plan (R&D Plan) to pursue grants for projects and programs in the City. It is recommended that the City Council approved a contract services agreement for approval to formally engage MHM Associates services.

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**FISCAL IMPACT:** The total cost for participation in the program is \$140,000 spread out over two years. The first year's cost is \$65,000; and the second year's cost is \$75,000. The Fiscal Year 2016-2017 budget includes \$44,000 for grant writing services. However, this request will exceed the available budget. Staff is requesting City Council approval to allocate \$140,000 from General Fund reserves to the existing line item in the budget for grant writing services to include funding for the MHM and Associates contract.

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City Attorney: N/A  
Assistant Finance Director: *CE*  
Attachments: Proposal from MHM Associates  
"Draft" Contract Services Agreement

Consent: x  
Public Hearing:  
Business Item:  
Workshop:

# M.H.M. & Associates Enterprise, Inc.

## Premier Client Resource Development/Forecast Cost Proposal/Bid

**Prepared For:** The City of Perris for Execution March 1, 2017

**Proposer:** M.H.M. & Associates Enterprise, Inc. (MHM)

**Contract Cost:** The Actual Cost/Value for services is \$65,000 for the first year and \$75K for the second year. **Total Contract Cost to the City of Perris:** \$140,000. Payments are due for year one (1) upon execution of agreement and payments for Year (2) is due and payable March 1, 2018. i

**Term:** Beginning March 1, 2017 to February 28th, 2019

**Product and Service:** e3p3 Model Grants Research, Proposal and Grants Development and Submittal.

### Scope of Work

MHM will work with the National Resource Development Council of Local Governments (NRDC- LG) and its strategic partners in preparing and carrying out the e3p3 Model City program scope- of-work services (specified in the R&D plan). Services will begin immediately with completion of interviews with key staff, contractors and members of the City Council. Upon completion of said interviews, and upon execution of agreement, the City of Perris will become an e3p3 Model City. Key activities to be provided by MHM include:

#### **1st Quarter:**

- Identify gaps and needs in programs and services being provided or planned
- Create a chart of resources needed and desired to guide applications identified and pursued.
- Provide City of Perris with checklist of items needed to be effective in building logical models and/or submitting grant proposals; retrieve checklist items in a timely manner
- Establish necessary CCR and grants.gov portals; ensure current and operational
- Present two (2) year Resource Development (RD) Plan/Forecast to the City of Perris that covers projected level of resources to be requested
- Share findings with Mayor/City Manager regarding finding of the Resource Development (RD) Plan

#### **2nd Quarter:**

- Provide Department Heads with necessary Logic Models for consideration of approval for grants being considered
- Receive approvals for moving forward with select opportunities
- Ensure services support execution of the R&D plan in all four areas: local, foundation, state and federal.
- Begin pursuing grants (this can occur sooner if a strong opportunity is identified during the 1st quarter)
- Obtain city approval for facilitating Community Collaborative "clusters" that provide needed supportive services that could be beneficial in reaching the specified goals / objectives for the city and various departments within the city.



**M.H.M. & ASSOCIATES**

GRANT WRITING . MANAGEMENT . CONSULTING

### **3rd Quarter**

- Continue pursuing grants at capacity as state in the Strategic Plan's expressed full capacity
- Obtain needed approval for all grants prior to submittal
- Ongoing efforts of creating and obtaining approval for new and innovative program models (that are fundable)
- Present to the City Council a plan for 'empowering' area non-profit community and faith-based organizations – referred to as Community Collaborative "Clustering" that prepares area agencies for inclusion in grants being submitted for the city (as strategic partners) – thus expanding resources for direct social services being provided by area agencies.
- Upon approval, execute the 'City of Perris' 'Clustering' program that promotes local empowerment. **Note:** This plan maintains the City of Perris as the 'Lead Agency' for all grants being submitted unless specifically deferred by the City to another agency to serve in this capacity.

### **4th Quarter**

- Continue pursuing grants at 100% of the Strategic Plan's expressed full capacity for each department
- Continue pursuing grants at 100% of the Strategic Plan's expressed capacity for 'cluster' projects that include area community and faith-based organizations (if the cluster model is approved)

**Year 2** - Will be reflective of the 3rd and 4th quarter of Year 1.

**Conditions** – MHM will provide Project Management services will be written into each grant that supports project compliance. These services will be carried out by MHM at a cost agreed to by City and MHM prior to submittal with the full cost of these services included in the grant. The services include grants and project compliance management, reporting, and sustainability of the funded model(s). Cost for these services will be fully covered in the grant(s) awarded and will be carried out at 12% of the grant award. This does not negate having NRDC-LG industry experts or Solution Team Experts serve in carrying out specific services as/if warranted in the grant as covered by the grant (as will be encouraged by MHM).

**Evaluation** – This service is optional and is determined on a case-by-case basis. The standard percentage for MHM to provide Evaluation is between 5% - 12.5%. Grant project 'evaluation' may be carried out by MHM if the City of Perris requires and requests said services of MHM. This cost for services will be dictated by the scope of the evaluation, the funding agencies and/or their guidelines. This cost will be agreed to and approved by the City of Perris, prior to each submittal when warranted.

Upon satisfactory performance of MHM, as solely determined by the City of Perris, an automatic extension will be granted to continue said services in two (2) year increments.

## **CITY OF PERRIS - TECHNICAL SUMMARY**

**ORGANIZATIONAL BACKGROUND** - M.H.M. & Associates Enterprise, Inc. (MHM) has been a leader in grant writing and supportive services since 1994. MHM's expertise and mission is to foster growth among cities using the firms e3p3 Model. MHM has provided grant and RFP writing trainings to community and public agencies throughout the U.S. and has a broad knowledge of the proposed service area: City of Perris. MHM has sustained successes exceeding over 100's of Millions in grant and leveraged funding.

**EXPERIENCE/QUALIFICATIONS** - M.H.M. & Associates Enterprise, Inc.'s (MHM) experience and background is uniquely suited to provide grant development and writing and capacity building support (clustering) to area community and faith-based organizations. This capacity is as a result of its executive and senior staff's *education, certifications, and training*. There are three characteristics that demonstrate MHM qualifications: a) an established track record in developing quality grants; b) a recognized expertise in grant writing, management, and consulting; and c) ability to go beyond common practices and creating needed partnerships using its National Resource Development Council for Local Governments. MHM's team of professionals has trained numerous organizations such as local businesses, school districts, non-profits and employment agencies.

Senior Associate/Chief Executive Officer - Ms. Luvina Beckley Knight, MHSA – Will serve as the principle investigator over the contract and will oversee all resources pursued and successfully obtained/awarded! *Qualifications/Experience:* Ms. Beckley has directed, trained and assisted professional grant writers for over 18 years as the CEO and Senior Associate for MHM. Under the direction of Ms. Beckley, MHM has garnered the expertise of professional staff who have established success in procuring and administrating private, state, and federal grants for municipal governments and tribal organizations. Further, over the past 18 years Ms. Beckley has developed effective grant development strategies, the e3p3 Model, and resources and networks that increase the efficiency and effectiveness in which grant proposals are developed. Ms. Beckley Knight has successfully directed MHM's team of professionals in securing millions in grant funds with successes from over 40 different funding streams. Ms. Beckley's current team of professional's boast funded grant proposals from DOC, DOE, SAMSHA, FEMA, HRSA, EDA, DOT, BIA, and IHS. Ms. Beckley primary focus and area of specialization within the team of grant developers is as a Senior Advisor/Industry Expert as it relates to

- Capacity Building, Clustering and Coaching
- Grant and RFP Processes and Procedures, and
- Supportive Collaboration

Senior Grant Specialist/Chief Operations Officer (SGS/COO) – Annette Kelly, MBA – Will serve as the SGS Team Leader and be responsible for grant and RFP development as well as overseeing compliance and reporting. *Qualifications/Experience:* Ms. Kelly has over 10 years of experience writing and administrating private, state, and federal grants for community base and local government organizations. Collectively, she has written multiple funded grant proposals. Funded grants include successful support from federal agencies: foundational and city/county grants. Ms. Kelly's area of focus and expertise for the grant development process includes Grant Proposal Research, Writing, and Quality Control. Ms. Kelly will serve and manage all grants.



## **CITY OF PERRIS - TECHNICAL SUMMARY**

**PROPOSED SERVICES** - MHM will work with the National Resource Development Council of Local Governments (NRDC- LG) and its strategic partners in preparing and carrying out the e3p3 Model City program scope- of-work services (specified in the R&D plan). Services will begin immediately with completion of interviews with key staff, contractors and members of the City Council. Upon completion of said interviews, and upon execution of agreement, the City of Perris will become an e3p3 Model City. Key activities to be provided by MHM include:

### **1st Quarter:**

- Identify gaps and needs in programs and services being provided or planned
- Create a chart of resources needed and desired to guide applications identified and pursued.
- Provide City of Perris with checklist of items needed to be effective in building logical models and/or submitting grant proposals
- Retrieve checklist items in a timely manner
- Establish necessary CCR and grants.gov portals; ensure that it is current and operational
- Present two (2) year Resource Development (RD) Plan/Forecast to the City of Perris that covers projected level of resources to be requested [Done]
- Share findings with Mayor/City Manager regarding finding of the Resource Development (RD) Plan

### **2nd Quarter:**

- Provide Department Heads with necessary Logic Models for consideration of approval for grants being considered
- Receive approvals for moving forward with select opportunities
- Ensure services support execution of the R&D plan in all four areas: local, foundation, state and federal.
- Begin pursuing grants (this can occur sooner if a strong opportunity is identified during the 1st quarter)
- Obtain city approval for facilitating Community Collaborative “clusters” that provide needed supportive services that could be beneficial in reaching the specified goals/objectives for the city and various departments within the city

### **3rd Quarter**

- Continue pursuing grants in accordance with the Resource Development Plan
- Obtain needed approval for all grants prior to submittal
- Ongoing efforts of creating and obtaining approval for new and innovative program models (that are fundable)
- Present to the City Council a plan for ‘empowering’ area non-profit community and faith-based organizations – referred to as Community Collaborative “Clustering” that prepares area agencies for inclusion in grants being submitted for the city (as strategic partners) –
- Organizations – referred to as Community Collaborative “Clustering” that prepares area agencies for inclusion in grants being submitted for the city (as strategic partners) – thus expanding resources for direct social services being provided by area agencies.

### **4th Quarter**

- Continue pursuing grants at 100% of the Strategic Plan’s expressed full capacity for each department
- Continue pursuing grants at 100% of the Strategic Plan’s expressed capacity for ‘cluster projects that include area community and faith-based organizations (if the cluster model is approved.

**CITY OF PERRIS**  
**CONTRACT SERVICES AGREEMENT WITH MHM AND ASSOCIATES FOR**  
**RESOURCE DEVELOPMENT SERVICES**

This Contract Services Agreement ("Agreement"), is made and entered into this 14<sup>th</sup> day of March, 2017, by and between the City of Perris, a municipal corporation ("City"), and MHM and Associates, ("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 One hundred forty thousand dollars and no cents (\$140,000) ("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 beginning March 14, 2017 until completion of the services no later than June 30, 2019.

### **4.0 COORDINATION OF WORK**

4.1 Representative of Consultant. Luvina Beckley 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 general liability insurance in an amount not less than \$1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

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

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



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

## 5.2 Indemnification.

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

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

## 6.0 RECORDS AND REPORTS

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain

copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by City for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant and the City shall indemnify the Consultant for all damages resulting therefrom. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

## **7.0 ENFORCEMENT OF AGREEMENT**

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

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

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.



7.5 Completion of Work After Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.6 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

## **8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

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

8.2 Conflict of Interest; City. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest; Consultant. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Consultant will be performing a specialized or general service for the City and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Consultant and its officers, agents or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

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

**9.0 MISCELLANEOUS PROVISIONS**

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Perris, 101 North “D” Street, Perris, CA 92570, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

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

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

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]

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

ATTEST: "CITY"  
CITY OF PERRIS

By: \_\_\_\_\_  
Nancy Salazar, City Clerk

By: \_\_\_\_\_  
Michael Vargas, Mayor

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

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

"CONSULTANT"  
MHM and Associates

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

**EXHIBIT "B"**

**SPECIAL REQUIREMENTS**

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**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

[Insert or Attach]

**EXHIBIT "D"**

**SCHEDULE OF PERFORMANCE**

CITY COUNCIL  
AGENDA SUBMITTAL

**Meeting Date: March 14, 2017** ^

**SUBJECT:**                   **Extension of Time No. 17-05026** for Tentative Tract Map 33973, located north of San Jacinto River, west of McPherson Road, south of Ethanac Road and east of Sophie Street. Applicant: Mitzman Land Development.

**REQUESTED ACTION:**   **APPROVE** a one (1) year Extension of Time (EOT 17-05026) for Tentative Tract Map 33973, until May 27, 2018, for subdivision of a 153.7 acre property into 384 single family lots, plus a community park and open space.

**CONTACT:**                   Clara Miramontes, Director of Development Services 

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**BACKGROUND/DISCUSSION:**

Tentative Tract Map 33973 (TTM17-05026) was approved by City Council on May 27, 2008 subject to the enclosed Conditions of Approval. The tentative tract map is located north of San Jacinto River, west of McPherson Road, south of Ethanac Road and east of Sophie Street and is for a 153.7 acre property subdivision into 384 single family lots with a community Park and open space included. The average lot size is 8,147 square feet. The applicant is requesting the City Council to approve their first request for an extension of time.

The Final Map for Tentative Tract Map 33973 has not been submitted for processing. The map is eligible for (4) additional one year extensions. If the subject map is not recorded or has not applied for an extension prior to the new expiration date, a new Tentative Tract Map application must be filled and approved by the City Council in addition to payment of appropriate filing fees.

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

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**PREPARED BY:**               Brian Mihu, Assistant Planner

City Attorney:                 
  N/A

Assistant Finance Director: Jennifer Erwin 

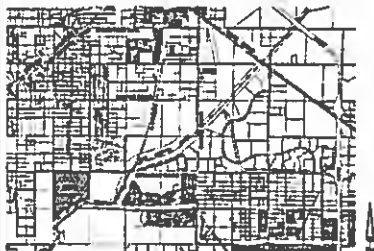
**Attachments:**               Tentative Tract Map 33973, Planning and Engineering Conditions of Approval

**Consent:**                    **March 14, 2017**



# TENTATIVE TRACT MAP NO. 33973

CITY OF PERRIS,  
RIVERSIDE COUNTY,  
CALIFORNIA



**INDEX MAP**

PREPARED FOR THE CITY OF PERRIS BY THE ENGINEER  
PAGE 107 - 112

**LEGAL DESCRIPTION**

TO HAVE AND TO HOLD unto the said City of Perris, California, its successors and assigns, all that certain parcel of land, more particularly described as follows, to-wit:

SECTION 16, T4N, R12E, S44, COUNTY OF RIVERSIDE, CALIFORNIA, BEING THE TRACT OF LAND HEREIN SHOWN AND DESCRIBED AS TRACT MAP NO. 33973.

**PLANS**

PLAN 1: GENERAL LAYOUT OF TRACT MAP NO. 33973, SCALE 1" = 20'

PLAN 2: GENERAL LAYOUT OF TRACT MAP NO. 33973, SCALE 1" = 20'

**SECTIONAL PLANS**

SECTION 1: GENERAL LAYOUT OF TRACT MAP NO. 33973, SCALE 1" = 20'

SECTION 2: GENERAL LAYOUT OF TRACT MAP NO. 33973, SCALE 1" = 20'

**SECTIONAL PLANS**

SECTION 3: GENERAL LAYOUT OF TRACT MAP NO. 33973, SCALE 1" = 20'

SECTION 4: GENERAL LAYOUT OF TRACT MAP NO. 33973, SCALE 1" = 20'

**SECTIONAL PLANS**

SECTION 5: GENERAL LAYOUT OF TRACT MAP NO. 33973, SCALE 1" = 20'

SECTION 6: GENERAL LAYOUT OF TRACT MAP NO. 33973, SCALE 1" = 20'

**SECTIONAL PLANS**

SECTION 7: GENERAL LAYOUT OF TRACT MAP NO. 33973, SCALE 1" = 20'

SECTION 8: GENERAL LAYOUT OF TRACT MAP NO. 33973, SCALE 1" = 20'

**SECTIONAL PLANS**

SECTION 9: GENERAL LAYOUT OF TRACT MAP NO. 33973, SCALE 1" = 20'

SECTION 10: GENERAL LAYOUT OF TRACT MAP NO. 33973, SCALE 1" = 20'

**SECTIONAL PLANS**

SECTION 11: GENERAL LAYOUT OF TRACT MAP NO. 33973, SCALE 1" = 20'

SECTION 12: GENERAL LAYOUT OF TRACT MAP NO. 33973, SCALE 1" = 20'

**SECTIONAL PLANS**

SECTION 13: GENERAL LAYOUT OF TRACT MAP NO. 33973, SCALE 1" = 20'

SECTION 14: GENERAL LAYOUT OF TRACT MAP NO. 33973, SCALE 1" = 20'

**SECTIONAL PLANS**

SECTION 15: GENERAL LAYOUT OF TRACT MAP NO. 33973, SCALE 1" = 20'

SECTION 16: GENERAL LAYOUT OF TRACT MAP NO. 33973, SCALE 1" = 20'

**SECTIONAL PLANS**

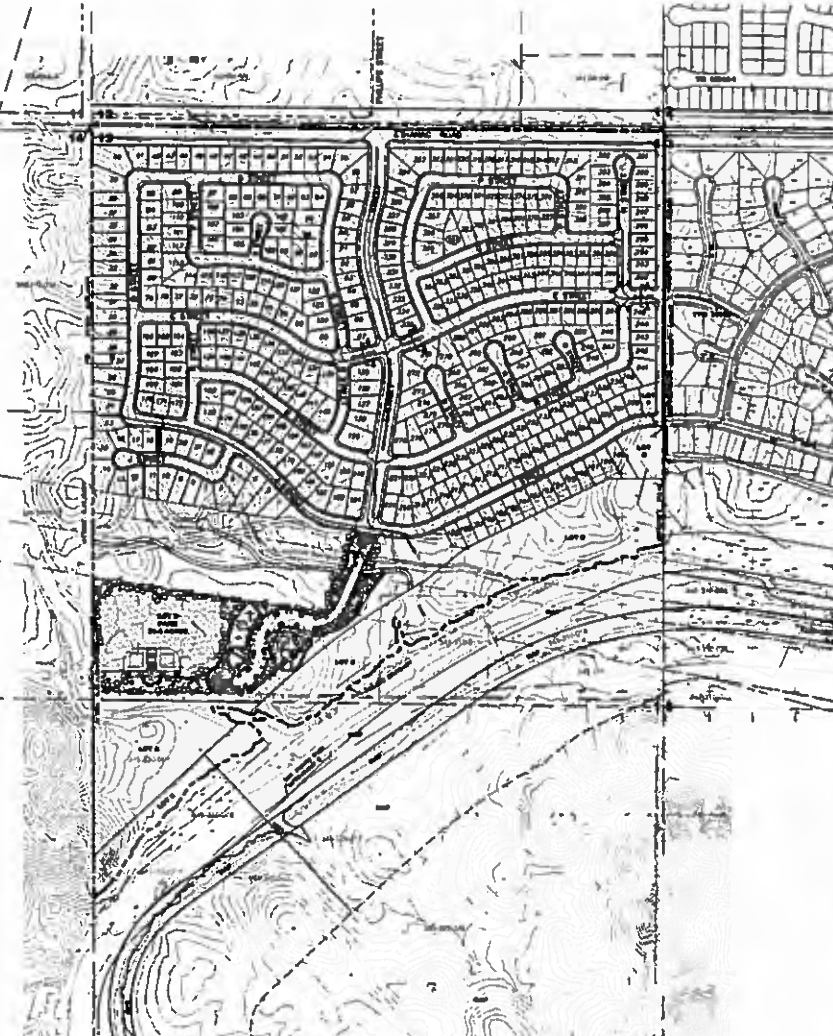
SECTION 17: GENERAL LAYOUT OF TRACT MAP NO. 33973, SCALE 1" = 20'

SECTION 18: GENERAL LAYOUT OF TRACT MAP NO. 33973, SCALE 1" = 20'

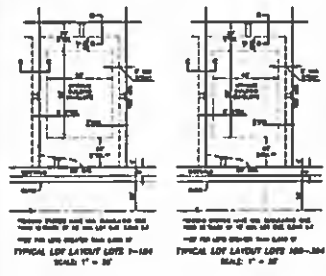
**SECTIONAL PLANS**

SECTION 19: GENERAL LAYOUT OF TRACT MAP NO. 33973, SCALE 1" = 20'

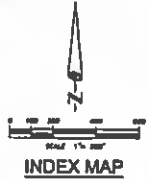
SECTION 20: GENERAL LAYOUT OF TRACT MAP NO. 33973, SCALE 1" = 20'



TRACT NO.	ACRES	OWNER	REMARKS
1	0.12	City of Perris	Public Use
2	0.12	City of Perris	Public Use
3	0.12	City of Perris	Public Use
4	0.12	City of Perris	Public Use
5	0.12	City of Perris	Public Use
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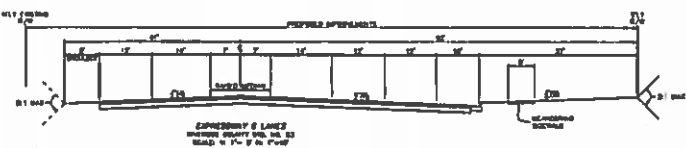


SECTION D-D  
SCALE: 1" = 20'



INDEX MAP

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55973



SECTION B-B  
SCALE: 1" = 20'



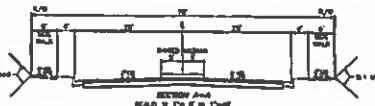
SECTION C-C  
SCALE: 1" = 20'



SECTION A-A  
SCALE: 1" = 20'



SECTION D-D  
SCALE: 1" = 20'



SECTION C-C  
SCALE: 1" = 20'

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

**CONDITIONS OF APPROVAL**

**Tentative Tract Map No. 33973 (05-0485)**

**Revised by Planning Commission  
February 6, 2008**

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**PROJECT:** A Tentative Tract Map for a 384 single-family residential lot subdivision on approximately 153.7 acres (2.50 dwelling units/gross acre), located north of San Jacinto River, west of McPherson Road, south of Ethanac Road, east of Sophie Street. Applicant: Portezuelo Partners, Inc.

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1. **Approval Period.** In accordance with the Subdivision Map Act, the recordation of the final map shall occur within two (2) years from the approval date unless an extension is granted. The applicant may apply for a maximum of five (5) one-year extensions, to permit additional time to record the final map. A written request for extension shall be submitted to the Planning Division at least thirty (30) days prior to the expiration of Tentative Map approval.
2. **Final Map 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.
3. **Park Dedication.** Prior to issuance of Final Map, park plans shall be finalized to incorporate park dedication, type and timing of improvements, as determined by the City through the Administrative Development Plan Review process.
4. **City Codes.** The project shall comply with all disabled access requirements of the American with Disabilities Act and Title 24 of the State Code, and all local requirements of the City of Perris Municipal Code Titles 18 and 19, including R-6000 zoning development standards. Development of the premises, building elevations, colors and materials shall be subject to a subsequent Administrative Development Review.
5. **City Engineer.** The proposed project shall adhere to the requirements of the City Engineer as indicated in the engineering conditions of approval dated (revised) May 27, 2008.
6. **Mitigation Monitoring Program.** The proposed project shall comply with all provisions of the adopted project Mitigation Monitoring Program dated December 11, 2007.
7. **School District.** The proposed project shall adhere to the standard requirements and mitigation fees established by the appropriate school district.

8. **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>.
9. **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).
10. **Southern California Edison.** Prior to issuance of building permits, the applicant shall contact the area service planner (951 928-8323, Art Alvarado) for Southern California Edison (SCE) to complete the required forms prior to commencement of construction.
11. **Residential Use and Development Restrictions.** Any use, activity, and/or development occurring on the site without appropriate city approvals shall constitute a code violation and shall be treated as such. Placement of any construction trailer or sales office shall require separate review and approval by the City. Development of the premises, building elevations, colors and materials shall conform substantially to the approved set of plans, or as amended by these conditions. Any deviation shall require the appropriate Planning Division review and approval.
12. **Required Approvals.** Prior to recordation of the Final Map, the developer shall obtain the following clearances or approvals:
  - a. Verification from the Planning Division that all pertinent conditions of approval have been met, as mandated by the Perris Municipal Code;
  - b. Planning Commission approval of all proposed street names; and,
  - c. Any other required approval from an outside agency.
13. **Plans and CC&Rs.** Prior to recordation of the Final Map, the developer shall submit and obtain approvals on the following items:
  - a. Public improvement plans to the City Engineer. These plans shall include but not be limited to street, drainage, utility improvements, and dedications in accordance with Municipal Code Title 18.
  - b. Any Covenants, Conditions, and Restrictions (CC&Rs) to the Planning Division and the City Attorney's office. Approved CC&Rs shall be recorded with the final map.
  - c. Grading plans to the City Engineer, demonstrating compliance with National Pollution Discharge Elimination System requirements. The plans shall include a Storm Water Pollution Prevention Plan detailing water quality management controls and identifying Best Management Practices (BMPs) to control pollutant runoff. The

applicant shall identify measures specified in Supplement A of the Riverside County Drainage Area Management Plans New Development Guidelines or other equally effective standard for implementing project BMPs, assignment of long-term maintenance responsibilities (specifying the developer, parcel owner, lessee, etc.) and shall reference the location(s) of structural BMPs.

14. **Disclosure Statements.** The developer shall record a disclosure and provide an acknowledgement of the disclosure to potential tenants/owners prior to the lease or sale of property indicating the following:
  - a. The project site is located near a dam inundation area and may be subject to flooding in an event of a dam failure.
15. **Water Resources Control Board.** Prior to issuance of Building Permits, the applicant shall submit a copy of the State Water Resources Control Board permit letter with the WDID number.
16. **Graffiti.** Graffiti located on site shall be removed within 48 hours. The site shall be maintained in a graffiti-free state at all times.
17. **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 also be screened from the public right-of-way by landscaping.
18. **Mechanical Equipment.** All mechanical equipment, including air conditioning units, pool equipment, etc., shall be screened from the public right-of-way by a view obscuring fence, wall, or landscaping to the satisfaction of the Planning Division.
19. **Energy Conservation.** To improve local air quality, the applicant shall comply with a City adopted "green design" or "sustainable development" ordinance should such ordinance be adopted prior to final map. If such ordinance is not adopted prior to final map, the applicant is encouraged to incorporate any or all of the following energy-conservation features into the project:
  - a. Low NOx water heaters per specifications in the Air Quality Attainment Plan;
  - b. Heat transfer modules in furnaces;
  - c. Light colored water-based paint and roofing materials;
  - d. Passive solar cooling/heating; and,
  - e. Energy efficient appliances and lighting.
20. **Phasing.** Any Phasing Plan shall be reviewed and approved by the Development Services Department and the City Engineer. Each Phase of the project shall provide adequate drainage and at least two points of access to all lots. A phasing plan shall be submitted with the Administrative Development Plan Review application.

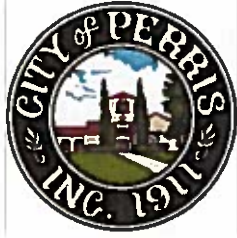
21. **Assessment and Community Facilities Districts.** The project shall be annexed into any assessment, community facilities, or similar district that provides funding for maintenance, services, or public improvements that benefit the project. The costs and benefits shall be described in the applicable district and annexation documents. The Developer shall complete all actions required to complete such annexation prior to the recordation of the Final Map (or issuance of a certificate of occupancy if a Final Map is not required). This condition shall apply only to districts existing at the time the Final Map 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 (may include Streets);
  - c. Maintenance District No. 84-1 (Street Lights and Traffic Signals);
  - d. North *or* South Perris Public Safety Community Facilities District;
  - e. Ramona Mobility Group District (Transportation Improvements);
  - f. Road and Bridge Benefit District (Transportation Improvements); and
  - g. Future Fire Protection Community Facilities District
22. **Window Treatments.** All units abutting a public street, tract boundary, or a downhill slope having an elevation change in excess of 20 feet shall provide for window treatment 360 degree around the dwelling.
23. **Spark Arresters.** Spark arresters shall be provided for each unit and shall be screened by sheet metal enclosures, or other material acceptable to the City Building Official, and painted to match the main stucco building color.
24. **Tract Identification.** The developer shall provide community entry statements, including theme walls, monumentation and enhance landscaping at each entrance to the tract. Theme walls and monuments shall not occur within the public right-of-way. The design of entry statements shall be subject to the review and approval of the Planning Division.
25. **Unit Identification.** Each unit in the tract shall include a lighted address fixture. This fixture shall allow for replacement of the bulbs, and shall be reviewed and approved by the Planning Division.
26. **Administrative Development Plan Review.** Prior to final map, the applicant shall obtain approval of an Administrative Development Plan Review (ADPR) for the review of building architecture, unit plotting, conceptual landscape and fencing of all production units within the tract. The applicant shall also include at least one single-story product type which shall be plotted on corners and at regular intervals throughout the tract (i.e., every fourth or fifth unit). Side entry garages are encouraged and shall be incorporated as feasible and as approved through the development plan review process. Also, the majority of units in the tract (other than corner lots) shall locate the wider side yard and the curb-cut/driveway on the same side of the lot to allow for RV parking.

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 Certificate of Occupancy (including temporary occupancy), the applicant shall pay City Development Impact Fees in effect at the time of development;
  - c. Prior to the issuance of building permits, the applicant shall pay Multi-Species Habitat Conservation Plan fees in effect at that time;
  - d. 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;
  - e. The applicant shall pay any outstanding development processing fees; and
  - f. Prior to the issuance of Certificate of Occupancy (including temporary occupancy), the developer shall pay Transportation Uniform Mitigation Fees (TUMF) in effect at the time of development.
  - g. The applicant shall comply with adopted Resolution 3403 provisions regarding payment of fees within the San Jacinto River Flood Plain in effect at the time of development.
28. **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.
  - 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, 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.
  - g. All development projects greater than 19 single-family residential units shall apply paints using either high volume low pressure (HVLP) spray equipment or by hand application.
- 29. **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.
- 30. **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. 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.
- 31. **City-Approved Waste Hauling.** The developer shall use only the City-approved waste hauler for all construction and other waste disposal.
- 32. **Exterior Downspouts.** Exterior downspouts are not permitted on the front or side elevations of any building, or where exposed to public view.
- 33. **Walls and Fences.** Prior to issuance of building permits, the developer shall submit and obtain approval from the Planning Division of a wall and fence plan. At a minimum, this plan shall include the following items:
  - a. A six-foot high, decorative block wall with pilasters and concrete cap design around the perimeter of the project site, end block locations and along side yards of entry drives into the tract;
  - b. The same six-foot high, decorative block wall on all side or rear property lines adjoining a public street or storm drain facility; and,
  - c. Six-foot high, vinyl fence on side and rear property lines throughout the remainder of the project.

- d. Where retaining walls are necessary for slope conditions along the right of way, a split wall system shall be utilized. If necessary, a landscape easement may be required to provide adequate planting area.





# CITY OF PERRIS

HABIB MOTLAGH, CITY ENGINEER

## CONDITIONS OF APPROVAL

P8-916

July 31, 2007,

**Revised January 30, 2008, Revised @ Planning Commission  
February 6, 2008,**

**Revised Condition #2 February 15, 2008**

**Revised Council Meeting May 27, 2008**

Tract 33973

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 correctly shows all existing and proposed easements, traveled ways, rights-of-way, and drainage courses with appropriate Q's and that their omission may require the master plan 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.

Due to existing topography, construction of the subdivision as proposed requires significant grading to create minimum usable pads. Typically grading on hill side will require contour grading to minimize impact. However due to numbers of proposed units, this technique is not feasible. The submitted pad size/building exhibit dated February 12, 2007, depicts the minimum setback area in different zone, which will necessitate construction of retaining wall. Along the significant slopes, the developer is responsible to install irrigation and provide access for the homeowners to maintain the slopes within their property.

The tentative map as submitted also exhibits several irregular Lots. The proposed grading at back of lots 24-32 requires installation of private concrete drainage facilities. In our experience, this type of facility will

become problematic as the side yard fencing over this channel will allow small pets to access adjacent lots not to mention the ongoing maintenance by homeowners. This channel shall be eliminated and replaced with underground private drainage pipe (minimum 18" size).

1. Drainage and flood control facilities and improvements shall be provided in accordance with Riverside County Flood Control and Water Conservation District and the City of Perris requirements and standards. The following drainage related conditions are the requirements of this project:
  - a. Onsite drainage facilities outletting sump conditions if approved by the City Engineer shall be designed to convey the tributary 100-year storm flows. Additional emergency escape for the storm flows shall also be provided.
  - b. The property's street and onsite grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area. No ponding or concentration of water to upstream and downstream properties shall be permitted. Minimum onsite grading shall be 0.5%. Minimum grade at curb returns shall be 0.7%.
  - c. Drainage easements shall be obtained from the affected property owners for the release of concentrated or diverted storm flows onto the adjacent property. A copy of the drainage easement shall be submitted to the City for review prior to its recordation.
  - d. All drainage facilities with the exception of nuisance drainage improvements shall be designed to convey the 100-year storm runoff. To eliminate nuisance runoff from all intersections with cross gutter, minimum 18" storm drain and catch basins along all the interior and perimeter streets with cross gutter shall be installed and connected to the proposed onsite or offsite drainage facilities.
  - e. A detailed hydrology report and hydraulic calculation shall be submitted to the City and RCFC for review and approval. The report shall address the offsite flow, accumulative onsite runoff and the impact to adjacent downstream properties. ***At discretion of City Engineer, the report and back up documents may have to be reviewed and approved by RCFC.***
  - f. All grading and drainage improvements shall comply with NPDES and Best Management Practices ***and the approved preliminary WQMP.*** Erosion control plans shall be prepared

and submitted to Water Quality Board and the City of Perris as part of the grading plans.

- g. Prior to issuance of a grading permit, the Developer shall obtain NPDES, WQMP permit and prepare SWPPP. Erosion control plans shall be prepared and submitted to the City Engineer as part of the grading plans. ~~It is unclear how the discharge of onsite storm drain from J & I Streets comply with Water Quality Standards.~~ **All onsite generated runoff must be treated prior to discharge in compliance with WQMP and Water Quality Standards.**
- h. Onsite drainage facilities shall be collected via onsite underground facilities and conveyed to San Jacinto River **or other appropriate outlets as determined by the City Engineer.** Connection to San Jacinto River shall require approval by Flood Control.
- i. The City Council has adopted Resolution ~~3304~~ **3403** requiring development within **the San Jacinto River Flood Plain (or future benefit area of the project described below)** to comply with certain **interim development criteria conditions** and payment of fees **"fair share costs" for construction of the San Jacinto River Plan Project ("Project").** ~~This developer shall comply with all such requirements as appropriate and approved by City Council.~~ **The City has not adopted a fee program or determined "fair share" costs to be paid by developers of projects that will benefit from the Project, or adopted other restrictions on development of affected property, other than Resolution 3403. If the City subsequently adopts a fee program, imposes a "fair share" cost or other regulations in connection with the Project (collectively or individually, the "Project Exactions") on the development of TTM 33973, the Developer shall have the right and ability to protest such action by the City pursuant to Government Code § 66022 and all other applicable law. This Engineering Condition 1i does not constitute a Project Exaction for the purpose of Government Code § 66020(h). Any Project Exaction, if adopted by the City following any protest, will be imposed by the City prior to issuance of any certificates of occupancy for residential units developed within TTM 33973.**
- j. The underground drainage easements along Lots 12, 19, and 24 if discharging street and offsite drainage shall be minimum 20' wide with turf-block and emergency escape channel. The private drainage easement along back of lots 24-32 shall be

minimum of 5' wide. The proposed 25' easement shown on Lot 32 is not accepted as proposed. The runoff generated from Street "D" shall be ~~retained~~ **collected** in underground storm drain within street right-of-way and discharged to San Jacinto River **or other appropriate outlet as determined by the City Engineer.**

- k. The proposed basin Lot "D" is located in 100-year flood plain and may not function as water quality basin during moderate to heavy rainfall. The WQMP shall address this issue. The basin shall be designed and landscaped to Planning and Public Works Department Standards. Appropriate concrete ramp to maintain the basin shall be installed. The basin shall be discharged to San Jacinto River via underground pipe.

Discharge of runoff from Lot 12 through SCE easement shall require their approval. This underground facility shall continue and extend through proposed park site to San Jacinto River **or other appropriate outlet as determined by the City Engineer.**

The underground drainage facilities located in Street I shall continue and extended to San Jacinto River **or other appropriate outlet as determined by the City Engineer.**

2. Ethanac Road from westerly property line to McPherson along the south side shall be improved with concrete curb, gutter, located ~~55'~~ **67'** south of centerline and minimum of ~~46'~~ **58'** of new pavement within 92', ½-width dedicated right-of-way including 14' wide landscape median.

Ethanac Road along the north side within the same reach shall be improved to provide for minimum of 30' of new pavement including a minimum of 150' long left turn pocket at ~~2 intersections~~ **L & McPherson Road** within dedicated right-of-way. Ethanac Road from easterly boundary to existing improvements east of San Jacinto River. Shall be improved within dedicated right-of-way with a minimum of 40' of new pavement including construction of 5 year crossing over San Jacinto River. At the option of the developer, construction of 100-year ultimate crossing with appropriate DIF/TUMF credit shall be accepted.

3. McPherson Street from Ethanac Road to ~~south boundary~~ **"I" Street** shall be improved along west side to provide for curb, gutter, located ~~28'~~ **22'** west of centerline and ~~26'~~ **20'** of new pavement within ~~39'~~ **33'**, ½-width dedicated right-of-way. McPherson Street along the east side within the same reach shall be improved with all new pavement to provide for a left turn pocket

at all intersections and one 15' wide northbound lane. The intersection of McPherson Street with Ethanac Road shall be improved to provide for left turn pocket (150' long) and one ~~east~~ right turn and one north bound lane.

4. Traffic index of 11 for Ethanac Road shall be used.
5. ~~All new improvements at the above~~ **The intersection of Ethanac and "L" Street** shall be designed and ~~installed~~ **constructed** with a concrete structural section a minimum of 100' from BCR/ECR.
6. Existing power poles within the project site or along the project boundary (under 65kv), if any, shall be removed and cables undergrounded. All other utility poles, if any, shall be removed and utilities undergrounded.
7. On and offsite street, drainage, water, sewer, striping, signing, signals, streetlight, grading, paving and erosion control plans along with hydrology and hydraulic reports shall be submitted to the City Engineer's office for review and approval.
8. Access shall be restricted along Ethanac Road, McPherson, and "L" Streets except as shown on the tentative map.
9. 6' wide concrete sidewalk, handicap ramps, and driveways adjacent to the site shall be installed pursuant to ADA and Riverside County standards. All driveway approaches shall be constructed per Riverside County Standards for Residential Driveway (Std. 207) and comply with the ADA requirements.
10. Streetlights shall be installed along all perimeter streets as approved by the City Engineer per Riverside County and Southern California Edison standards.
11. The proposed development is in the service area of Eastern Municipal Water District. The applicant shall provide water and sewer facilities to this development and comply with EMWD, Fire Department, and Health Department's requirements.
12. Prior to issuance of building permit for commercial/industrial projects and prior to recordation of final map for residential projects, the developer shall sign the consent and waiver forms to join the Landscaping, Onsite Street, Flood Control, Public Safety, and Lighting Districts and pay the 18-month advanced energy charges for streetlights. All storm drain facilities (except as noted above) including catch basins and pipes shall be annexed to Flood Control District. In the event, RCFC does not maintain any of the proposed offsite storm drain facilities and other offsite drainage

facilities proposed shall be annexed to Flood Control District for maintenance.

13. "L" Street from Ethanac Road along both sides shall be improved as shown on tentative map labeled local streets within 91' dedicated right-of-way including 21' landscaped median.
14. "E" Street shall be improved as shown on tentative map within 70' and 66' dedicated right-of-way including 10' wide landscaped median as shown on the tentative map.
15. All other interior streets shall be improved with curb/gutter located 20' on either side of centerline within 60' dedicated right-of-way.
16. Intersection of "L" Street with Ethanac road shall include minimum of one northbound, one left turn, one dedicated right turn lane.
17. To provide for secondary access, **River Road**, McPherson Avenue or "L" Street shall be extended north **including Mapes Road** and improved with minimum of 30' paved road and connected to "A" Street within dedicated right-of-way.
18. The intersections as shown on tentative map shall be coordinated with all proposed and existing intersections to east and north.
19. Phasing of improvements shall be limited to onsite improvements only. All improvements along Ethanac (on and offsite including crossing at San Jacinto River) and extension of **River Road**, McPherson or "L" Street north of the site shall be part of Phase I.


*Habib Motlagh*  
Habib Motlagh  
City Engineer



CITY COUNCIL / SUCCESSOR AGENCY  
AGENDA SUBMITTAL  
**Meeting Date: March 14, 2017**

**SUBJECT:** SB1 and AB1 transportation Funding Bills.

**REQUESTED ACTION:** Authorize the City Manager or his designee to finalize and execute related letters of support.

**CONTACT:** Michael McDermott, Interim Deputy City Manager 

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**BACKGROUND/DISCUSSION:**

SB 1 and AB 1 represent a comprehensive transportation proposal inclusive of sensible reforms, modest increases to existing revenue sources, and robust infrastructure investment. When fully phased in, SB 1 would generate an additional \$6 billion annually to provide desperately needed funding for the state and local transportation network. To repair and maintain existing transportation infrastructure, the proposal would generate up to \$2.4 billion and \$2.2 billion annually for the state's highway system and local streets and roads, respectively. The bill also provides nearly \$600 million for freight and the state's trade corridors, over a half billion for transit and intercity rail, and up to \$150 million to support active transportation programs throughout the state.

The proposal takes the approach of raising revenue over a variety of sources, such as a 12 cent increase to the gas tax to restore some of its purchasing power, ending the Board of Equalization's "true up" process on the price based excise tax on gas, a \$38 increase to the vehicle registration fee, a \$100 vehicle registration fee on zero emission vehicles, a 20 cent increase to the diesel excise tax, \$300 million from existing cap and trade funds, and returning \$500 million in vehicle weight fees phased in over five years.

**It is estimated that Perris will receive a onetime payment of \$397,679 and \$2,508,087 annually at full phase in.**

Examples of Perris projects this funding would be used for are pavement rehab projects such as:

- A Street Pavement Rehab (between 4th Street and Nuevo Rd)
- Redlands Ave Pavement Rehab (between Nuevo Rd and Orange Ave)
- Citrus Ave Pavement Rehab (between Perris Blvd and Murrieta Rd)
- Perris Blvd Pavement Rehab (between Ramona Exwy and Orange Ave)
- Ramona Exwy Pavement Rehab (between Webster Ave and Rider St)
- Murrieta Rd Pavement Rehab (between Orange Ave and Clearwater Dr)
- Wilkerson Ave Pavement Rehab (between 4th St and San Jacinto Ave)
- Sunnysands Dr/Sunpark Dr Pavement Rehab (between Mountain Ave and Mapes Rd)
- Mountain Ave Pavement Rehab (between Sunnysands Dr and A Street)
- G Street Pavement Rehab (between 4th St and Case Rd)
- Goetz Rd Pavement Rehab (between Ethanac Rd and City Limits)
- Avalon Parkway Pavement Rehab (between Ramona Exwy and Rider St)

It is estimated that pavement rehab costs will be in excess of \$4 million.

**BUDGET (or FISCAL) IMPACT: No fiscal impact**

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**Prepared By:**

**Reviewed by:**

**Interim Assistant City Manager** *on*

**Interim Deputy City Manager**

**Assistant, Director of Finance** *of*

**Attachments:**


**Consent XXX**



CITY COUNCIL / SUCCESSOR AGENCY  
AGENDA SUBMITTAL  
Meeting Date: March 14, 2017

**SUBJECT:** SB 540, SB 2 and SB 3 Housing Bills.

**REQUESTED ACTION:** Authorize the City Manager or his designee to finalize and execute related letters of support.

**CONTACT:** Michael McDermott, Interim Deputy City Manager 

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**BACKGROUND/DISCUSSION:**

- The League of California cities and city officials are acutely aware of the severity of California's housing affordability crisis and our role in fashioning solutions.
- Cities leaders support SB 540 by Senator Richard Roth to incentivize cities to plan for workforce and affordable housing, while streamlining the approval process to help kick-start housing construction.
- Housing developments within these planned areas can proceed in an expedited manner. Because the local government has fully conducted the necessary environmental reviews, no project-specific additional environmental reviews shall be needed.
- Importantly, SB 540 helps streamline housing project approvals without compromising local control or the rights of citizens to participate in local land-use decisions.
- It's important to remember that cities do not build homes. That's why we also oppose proposals that seek to punish cities through the loss of state funding for a lack of construction.
- SB 2, the Building Homes and Jobs Act. This measure would generate hundreds of millions of dollars per year for affordable rental or ownership housing, supportive housing, emergency shelters, transitional housing and other housing needs via a \$75 recordation fee on specified real estate documents.
- SB 3, the Affordable Housing Bond Act of 2018, which authorizes a \$3 billion general obligation bond to fund affordable housing programs and infill infrastructure projects.


**BUDGET (or FISCAL) IMPACT:** No fiscal impact


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Prepared By:

Reviewed by:

Interim Assistant City Manager

Interim Deputy City Manager 

Assistant, Director of Finance 

Attachments:

Consent XXX

CITY COUNCIL  
AGENDA SUBMITTAL

Meeting Date: March 14, 2017

**SUBJECT:** Award of Contract for design Services to Hirsch & Associates, Inc. for site grading and drainage plans for the Enchanted Hills Park Project.

**REQUESTED ACTION:** That the City Council award a contract to Hirsch & Associates, Inc. in the amount of \$155,000 for site grading and drainage design plans; and that the City Council approve a change order to Al Abbasi Construction and Engineering existing contract for Nuevo Interchange Project to include sidewalk Improvements at the Enchanted Park Project not to exceed \$200,000.

**CONTACT:** Darren Madkin, Interim Assistant City Manager

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**BACKGROUND/DISCUSSION:**

In 2014 and again in 2015 the California Department of Housing and Community Development granted funds to the City of Perris under the Housing-Related Parks Program (HRP). Funding through HRP is to be allocated to local governments, exclusively for the creation, development, or rehabilitation of parks and recreation facilities. The Enchanted Hills area was identified as a park deficient community and the HRP award for both 2014 and 2015 were allocated to acquire land for development of a park in the Enchanted Hills community.

After considering multiple locations and site plans, the current location of APN # 326-071-002 located in the Enchanted Hills neighborhood was selected and a series of public meetings were held in November 2015 to gather community input on the site amenities. Hirsch and Associates were selected to prepare a Park Master Plan for this final location and the master plan was approved in June 2016. The master park plan includes tot lots, open play turf areas, group and individual picnic areas, benches, on-site parking, work out stations, and prefab restroom buildings. It is recommended that the City Council approve a contract with Hirsch & Associates for site grading and drainage design, and a change order to Al Abbasi Construction and Engineering existing contract for Nuevo Interchange Project to include sidewalk Improvements at the Enchanted Park Project.

---

**BUDGET (or FISCAL) IMPACT:** The Enchanted Hills Park Project (CIP#P034) is funded through two grants from the State of California Housing and Community Development Department, totaling \$1.1 million. There is sufficient funding in the CIP budget for these projects.

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Reviewed by:

Darren Madkin Interim Assistant City Manager 

Jennifer Erwin Assistant Director of Finance 

**Attachments:** Proposal from Hirsch & Associates, Inc.  
Proposal from Al Abbasi Construction and Engineering

**Consent:** X





## **HIRSCH & ASSOCIATES, INC.**

**LANDSCAPE ARCHITECTURE & PLANNING**

March 2, 2017

Mr. Darren Madkin  
Deputy City Manager  
City of Perris  
101 N. D Street  
Perris, CA 92570-1998

### **Enchanted Hills Community Park**

Dear Darren,

HAI is pleased to submit our proposal for landscape architectural, civil and electrical engineering services. Mr. Patrick L. Hirsch, President of HAI will provide personal services and attention to the City of Perris. Mr. Hirsch will have direct and continuous responsibility in all matters dealing with the projects. Mr. Mark Hirsch, Senior Project Manager and Ms. Pam Brown, Project Designer will assist Mr. Hirsch. Sub-consultant team members will be:

Blue Peak Engineering (Civil Engineering)  
IDS (Electrical Engineering)  
Inland Aerial Surveys, Inc. (Land Surveying)  
Soil Exploration Inc. (Geotechnical Engineering)

We appreciate the opportunity to submit our proposal and look forward to continuing our relationship with you and the City of Perris. Included within our proposal are sections addressing scope of work, scope of services, time schedule, professional fees and supplemental conditions.

Thank you for your time and effort extended reviewing our proposal and please call me should you have any questions or concerns. If the proposal meets with your approval please issue the necessary contract agreement so we may execute it and begin working on the project.

Respectfully Submitted,

Patrick L. Hirsch, President  
Landscape Architect ASLA  
CA LA #1710

## **PROPOSAL**

### **PROJECT UNDERSTANDING**

The project is a 22.5-acre parcel located in the Enchanted Hills neighborhood of the City of Perris. The parcel is surrounded on all four sides by single-family homes. The property slopes from north to south with gentle rolling hills and rock outcroppings on the northeast corner, southeast corner and west sides of the parcel. A park Master Plan was prepared for the park through a community workshop process and approved in June 2016 and included the following design elements.

1. 5-12 year olds universally accessible children's play area.
2. 2-5 year olds universally accessible play area.
3. Open play turf area.
4. Small and large group picnic areas with shade shelters, BBQ's and trash receptacles.
5. Individual picnic facilities with BBQ's and trash receptacles.
6. Decomposed granite walking paths.
7. On-site parking facilities.
8. Walkway lighting.
9. Bicycle racks.
10. Storm water retention areas and bio-swales.
11. Landscape planting with drought tolerant plants and mulch.
12. Park benches.
13. Outdoor exercise workout stations with ADA accessible equipment.
14. City of Perris park monument sign.
15. Prefabricated restroom buildings.

### **SCOPE OF WORK**

Provide all Landscape Architectural, Civil Engineering, Electrical Engineering, Geotechnical Engineering and topographic site survey for the preparation of the following.

#### **HAI, Hirsch & Associates Inc**

##### Scope of Services:

- a. Project management and coordination with consultant team, city and EMWD.
- b. Preparation of site grading and drainage plan with details and earthwork calculations using the current park master plan layout as a guide. Make revision as necessary to achieve the design intent and comply with ADA regulations and city requirements.
- c. Obtain documents and plans from city and EMWD of the existing domestic water and sanitary sewer system for Enchanted Height and review plans to determine the best location for domestic water and irrigation meter and sanitary sewer services.
- d. Coordinate with city and EMWD and prepare domestic water and sanitary sewer plans to meet with their approval.
- e. Prepare project cost estimates.

## **Blue Peak Engineering**

### **Scope of Services:**

#### **Task I: Storm Water Pollution Prevention Plan (SWPPP) / Notice of Intent (NOI).**

Based on the requirements of the State Water Quality Resources Control Board's General Permit, a Notice of Intent and a Storm Water Pollution Prevention Plan will be prepared for the site.

- a. We will research the necessary data to accurately complete the Application for Notice of Intent (NOI) and it will be submitted to the State Water Resources Control Board.
- b. Based on site conditions and proposed construction a SWPPP will be prepared to address the specific site water quality concerns.
- c. The SWPPP will be prepared under the direction of a Qualified SWPPP Developer (QSD) as certified by the California Stormwater Quality Association.
- d. This proposal assumes that a Qualified SWPPP Practitioner will be supplied by the city.

#### **Task II: Water Quality Management Plan (WQMP).**

The WQMP will provide guidelines for project-specific post-construction Best Management Practices (BMPs) and for regional and sub-regional Source Control BMPs and Structural BMPs to address management of stormwater runoff quantity and quality to protect the nearby receiving waters.

- a. Address Site Design BMPs.
- b. Incorporate the applicable Routine Source and Structural Control BMPs.
- c. Describe the long-term operation and maintenance requirements for Structural Control BMPs.
- d. Identify the entity that will be responsible for long-term operation, maintenance, repair and/or replacement of the structural BMPs and the training that qualifies them to operate and maintain the BMPs.
- e. Provide a copy of the forms to be used in conducting maintenance and inspection activities.
- f. The WQMP will comply with the requirements of the City of Perris Stormwater Program.
- g. Obtain recommended infiltration rates from the geotechnical engineer based on testing done at the job site. Testing must be in conformance with standards set forth by the agency having jurisdiction. These rates must be included in the final geotechnical report.

#### **Task III: Hydrology Study**

A hydrology study verifying the competence of any drainage system used and any required stormwater mitigation measures will be prepared for each of the proposed drainage options for the project.

- a. Hydrology calculations to determine contributory and on site runoff will be in accordance with the Riverside County Hydrology Manual and included in a formal report.
- b. Hydraulic calculations confirming the most efficient and cost effective drainage devices will be included in a formal report. The flows and volumes for the 2, 5, 10, 25 & 100-Year Storms will be calculated.

- c. Hydrology plans will be prepared on a CADD generated base sheet of the submitted grading plan and conform to the standards of the governing agencies.

### **IDS, Electrical Engineers**

#### **Scope of Services**

- a. New electrical service to park, including services to restroom building and associated lighting for park.
- b. Scope to include pathways and parking lot lighting design and photometrics including complete circuiting for new lighting.
- c. Lighting for pathways to be powered by LED light fixture with solar panels integral with luminaire selection to be coordinated with client.
- d. Lighting for parking area and playground to be LED 480v fixtures.
- e. Electrical utilities as required to irrigation controller and small restroom.
- f. Visit site with Edison to determine point of connection for power to site – coordinate with Edison for submittal of required SCE forms, plans and calculations.
- g. Review City illumination criteria and standards with respect to luminaire location and any possible light trespass concerns.
- h. Title 24 Energy Lighting calculations and forms.
- i. Prepare preliminary lighting layout, photometrics, light fixture selection and submit to client for review.
- j. Preliminary electrical load calculations.
- k. Electrical service point of connection and equipment layout.
- l. Prepare electrical plans including title sheet, lighting fixture specifications, electrical specifications.
- m. Finalize luminaire location and load circuiting plans.
- n. Finalize load calculations and prepare panel schedules and single line diagram.
- o. Prepare electrical documents for city submittal.
- p. Finalize layout and design of electrical service with Edison.

### **Inland Aerial Surveys, Inc.**

#### **Scope of Services**

- a. Fly and photograph site and furnish one set of black and white digital files of aerial images.
- b. Compile all data and prepare ACAD dwg file in 1" = 40' with one foot contours indicating all surface elements.
- c. Furnish all information to HAI for use in project design.

### **Soil Exploration Inc. (Geotechnical Engineering)**

#### **Scope of Services**

- a. Preliminary geotechnical investigation and report to determine soil texture, soil bearing, infiltration rate, R-value for parking lot, building pad requirements seismic characteristic, liquefaction and location of fault Lines within or near project location. Four site boring will be provided.

**TIME SCHEDULE**

HAI and our consultant team members maintain sufficient staff to provide all services in a prompt and timely manner. A final design schedule will be developed at the start of project design. All work will start after Notice to Proceed is received from the city.

**PROFESSIONAL FEE SCHEDULE**

Professional fees for services stated include all costs for general overhead, profit, telephone, clerical and incidental expenses not separately requested by City. Professional fees are good for a period of one-year from date of proposal.

1. HAI, Hirsch & Associates, Inc. ....	\$96,000.00
2. Blue Peak Engineering .....	\$18,000.00
3. IDS, Electrical Engineering .....	\$24,000.00
4. Inland Aerial Surveys, Inc. ....	\$6,000.00
6. Soil Exploration Inc. ....	\$6,000.00
 Total Fee.....	 \$150,000.00

Reimbursable Allowance .....\$5,000.00  
Reimbursable expenses are not included in fee stated above and are billed on a monthly basis as they occur.

Optional Additional Scope of Work

Completion of remainder of the construction documents, site construction plans and details, irrigation plans, water calculations and details, planting plans and details and project specifications. Additional fee would be \$120,000.00. Bidding assistance and construction support services are not included.

Reimbursable Allowance .....\$4,000.00  
Reimbursable expenses are not included in fee stated above and are billed on a monthly basis as they occur.

**SUPPLEMENTAL CONDITIONS**

**Additional Services**

Professional fees are based on a project as outlined within the Scope of Work. If scope of work or scope of services are increased at the request of City of Perris, HAI shall receive additional compensation based on additional hours worked at the hourly rates stated below, or an agreed upon negotiated fee. City of Perris will approve additional services and costs in writing prior to performance of such services.

Landscape Architect	\$150/hr
Civil Engineer	\$170/hr
Electrical Engineer	\$175/hr
Director of Projects	\$140/hr
Senior Project Manager	\$95/hr
Project Manager	\$85/hr
Senior Designer	\$75/hr
Designer	\$65/hr
Computer Graphic Designer	\$70/hr

Clerical	\$55/hr
Project Meetings	\$600/ea
Travel	\$0.58/mi
Reproduction / Printing	Cost Plus 10%

**Reimbursable Expense**

All printing, computer plotting, computer scans, blueprinting, photographic reproductions, mounting of renderings and special overnight deliveries, other than US Postal Service, provided by HAI as requested by City of Perris shall be paid as a direct reimbursable expense plus 10% to HAI. HAI will E-mail PDF copies of plans to City's selected reprographic company at no cost to the City for printing.

**Travel**

Authorized travel associated for project design and project meetings, are included within our fees, excluding travel associated with additional services.

**Abandonment of Project**

In the event this project is abandoned by written notice from City of Perris compensation will be the last progress billing invoice, plus a mutually agreed upon amount for work executed since that invoicing.

**Plans and Specifications**

Original drawings and specifications are instruments of service and shall remain the property of HAI until final payment has been received. HAI will supply the City of Perris with 1 original set of plans and 1 set of camera-ready specifications for duplication for use on this project.

**Questions In Dispute**

All questions in dispute under this agreement may be submitted to arbitration when practical, and in accordance with the provisions of the American Arbitration Association. The prevailing party shall be entitled to reasonable attorney fees, to be fixed by the Arbitrator. In the event there are judicial proceedings instead of arbitration, reasonable attorney fees shall be fixed by the court.

Landscape Architects are licensed and regulated by the California Board of Architects. Any questions concerning Landscape Architects may be answered by calling (916) 445-4954.

**Insurance**

HAI and consultant team will maintain \$1,000,000 Comprehensive General Liability Insurance, \$1,000,000 Professional Liability Insurance and \$1,000,000 Workers Compensation Insurance through project duration. Insurance certificates will be supplied upon execution of contract.

**Termination**

Either party may terminate this agreement by providing a 30-day written notice. All outstanding professional fees for services along with reimbursable expenses shall be paid in full upon date of termination and delivery of documents to City of Perris. Contract shall also terminate upon receipt of final payment for services.



**Execution**

To initiate professional services, HAI must receive an executed Agreement, Purchase Order or Services Agreement with our proposal as Exhibit "A".

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Patrick L. Hirsch', written over a large, stylized circular flourish.

Patrick L. Hirsch, President  
Landscape Architect ASLA  
CA LA #1710

Mamco, Inc. dba



# alabbasi

## CONSTRUCTION AND ENGINEERING

Lic. No. 883649

**To:**  
City of Perris  
ATTN: Habib Motlagh- Tri Lake  
24 S. D Street  
Suite 100  
Perris, CA 92570

Date:	Proposal #:	Estimator:
3/8/2017	1774	Rumzi AlAbbasi

**Project:** Watson and Metz Road Improvements

Item	Description	Units	Quantity	Unit Price	Total Price
1	Mobilization	LS	1	\$ 22,000.00	\$ 22,000.00
2	Implement BMPs- Excludes SWPPP	LS	1	\$ 2,000.00	\$ 2,000.00
3	Traffic Control	LS	1	\$ 8,000.00	\$ 8,000.00
4	Surveying	LS	1	\$ 9,500.00	\$ 9,500.00
5	Clearing and Grubbing	LS	1	\$ 11,000.00	\$ 11,000.00
6	Roadway Excavation	LS	1	\$ 100,000.00	\$ 100,000.00
7	Construct Curb and Gutter	LF	2,476	\$ 18.00	\$ 44,568.00
8	Construct Sidewalk	SF	14,856	\$ 4.00	\$ 59,424.00
9	Construct Handicap Ramps	EA	4	\$ 1,850.00	\$ 7,400.00
10	Construct Undersidewalk Drain	EA	2	\$ 2,750.00	\$ 5,500.00
11	Construct Driveway	EA	1	\$ 2,000.00	\$ 2,000.00
12	Construct Cross Gutter/ Spandrel	SF	650	\$ 10.00	\$ 6,500.00
13	Construct Light Class Rip Rap	SF	35	\$ 10.00	\$ 350.00
14	Construct 5' Max Retaining Wal	LF	100	\$ 160.00	\$ 16,000.00
15	Construct AC Paving (Slot Patch)	SF	2,676	\$ 6.00	\$ 16,056.00
16	Grind and Cap AC Paving 1' Adjacent to Slot	SF	2,676	\$ 2.00	\$ 5,352.00
17	Relocate Fencing	LF	150	\$ 18.00	\$ 2,700.00
18	Striping	LS	1	\$ 3,500.00	\$ 3,500.00

**Total Proposal Amount: \$ 321,850.00**

### SPECIAL CONDITIONS

Subject to attached special conditions.

Mamco, Inc. dba:



**alabbasi**  
**CONSTRUCTION AND ENGINEERING**  
Lic. No. 883649

### Special Conditions

1. Price Includes "Field Designing" the Subject project, but does NOT include preparation of plans or formal design.
2. Price is based on the payment of prevailing wages.
3. Payment shall be made within 30 days on all invoices and retention shall not exceed 5%.
4. SWPPP Development is excluded, but price includes implementation of BMP's. Add \$5,000 for SWPPP Development.
5. All work shall be per Riverside County Standard or Greenbook Standards.
6. Closures of Intersections will be required while constructing Cross Gutters.
7. Right of Entry Permits shall be obtained by City while working adjacent to Private Property.
8. Cost of breaking visible rocks is included in Roadway Excavation price. Price excludes any blasting if rock is unable to be broken with breaker attached to 20 ton excavator.
9. All clean fill dirt shall be pushed onto adjacent open property. Price excludes any export/ import.
10. Slopes shall be cut back 2:1 from behind sidewalk.
11. All prices are based on attached sketches.
12. Unit prices are provided for comparison purposes only. All quantities are final pay items.
13. All work shall be completed in 1 move-in.
14. Price excludes any utility relocations or adjustments.

### Additional Info

Alabbasi is a Perris based contract. Approximately 20% of our employees are Perris residents and we will make good faith efforts to ensure Perris residents are employed on this project. Note that due to workload scheduling, Perris resident utilization cannot be guaranteed on this project.

**Altura Dr and Metz Rd**

**Legend**



**Construct Curb Ramp 111-4 Type II Case B.**

**Construct Curb Ramp 111-4 Type II Case B.**

**Construct X-Gutter and Spandrels. Connect to Existing X-Gutter**

Google earth

© 2016 Google

90 ft





Metz Road

Legend



Construct Handicap Ramp 111-4 Type II Case B

Construct 7" Under-sidewalk Drain w/ Light Class Rip Rap 7'x5' at outlet

Construct Curb and Gutter W/ 6' Sidewalk

Google earth



200 ft



Weston Rd.

Legend

Construct Handicap Ramp W/ Spandrel

Construct 5' Max Retaining Wall

Construct 7' Under-sidewalk Drain

Construct Curb and Gutter w/ 6' Sidewalk

Replace Driveway

Construct Curb Ramp 111-4 Type 1

Google earth

© 2015

100ft





# Verbal Presentation

# Verbal Presentation



# Verbal Presentation

CITY COUNCIL  
AGENDA SUBMITTAL

**Meeting Date: March 14, 2017**

**SUBJECT:** Repealing Mandatory Water Conservation Regulations

**REQUESTED ACTION:** That the City Council Introduce Ordinance No. (next in order) Repealing Ordinance 1318 Regarding Mandatory Water Conservation Regulations

**CONTACT:** Habib Motlagh, City Engineer; Eric Dunn, City Attorney

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**BACKGROUND/DISCUSSION:**

On January 17, 2014, the Governor issued a proclamation of a state of emergency under the California Emergency Services Act based on drought conditions. On April 1, 2015, the Governor issued an Executive Order directing the State Water Resources Control Board to adopt emergency drought conservation regulations that result in a collective statewide 25% reduction in potable urban water usage as compared to 2013. The State Water Resources Control Board amended and re-adopted the emergency drought regulations for statewide urban water conservation which became effective on May 18, 2015.

These amended emergency drought regulations adopted by the State Water Resources Control Board required the City of Perris to impose mandatory water conservation regulations. As a result, the City of Perris adopted Urgency Ordinance No. 1318 on June 9, 2015, adding 14.06 to the Perris Municipal Code for Water Conservation Regulations pursuant to the emergency drought regulations of the State Water Resources Control Board.

Cumulative statewide water savings for June 2015 through December 2016 remains at 22.5 percent. Since June 2015, 2.43 million acre-feet of water have been saved, enough to supply more than 12 million people, close to a third of the state's population, for a year. Additionally, Eastern Municipal Water District's drought status has been eased to Stage 2 which asks for voluntary water use reductions instead of mandatory restrictions as of February 9, 2017.

Staff recommends that the City Council repeal the mandatory conservation regulations imposed by Ordinance No. 1318 and replace the mandatory regulations with voluntary restrictions. Staff is preparing a resolution with voluntary restrictions that will be brought forward for Council consideration on March 28.

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**BUDGET (or FISCAL) IMPACT:**

None.

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City Attorney:   X    
Assistant City Manager: DM  
Assistant Finance Director: Q

**Consent:**  
**Public Hearing:**  
**Business Item: X**

**Attachments: Draft Ordinance**

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

***AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, REPEALING ORDINANCE NO. 1318 AND MUNICIPAL CODE CHAPTER 14.06 REGARDING MANDATORY WATER CONSERVATION REGULATIONS***

***WHEREAS***, on January 17, 2014, the Governor issued a proclamation of a state of emergency under the California Emergency Services Act based on drought conditions; and

***WHEREAS***, on April 1, 2015, the Governor issued an Executive Order directing the State Water Resources Control Board to adopt emergency drought conservation regulations that result in a collective statewide 25% reduction in potable urban water usage as compared to 2013; and

***WHEREAS***, on May 5, 2015, the State Water Resources Control Board amended and re-adopted the emergency drought regulations for statewide urban water conservation which became effective on May 18, 2015; and

***WHEREAS***, the amended emergency drought regulations adopted by the State Water Resources Control Board required the City of Perris to impose restrictions that limit outdoor watering of ornamental landscapes or turf with potable water to no more than two days per week; and

***WHEREAS***, the City of Perris adopted Urgency Ordinance No. 1318 on June 9, 2015, adding a chapter to the Perris Municipal Code for Water Conservation Regulations 2015 pursuant to the emergency drought regulations of the State Water Resources Control Board; and

***WHEREAS***, cumulative statewide water savings for June 2015 through December 2016 remains at 22.5 percent. Since June 2015, 2.43 million acre-feet of water have been saved, enough to supply more than 12 million people, close to a third of the state's population, for a year; and

***WHEREAS***, Eastern Municipal Water District's drought status has been eased to Stage 2 which asks for voluntary water use reductions as of February 9, 2017; and

***WHEREAS***, the City Council has determined that mandatory conservation regulations are no longer necessary, and that voluntary restrictions will be adequate.

***NOW, THEREFORE***, THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, HEREBY ORDAINS AS FOLLOWS:

***Section 1. Recitals.*** The above recitals are true and correct and are hereby incorporated herein by reference.

***Section 2. Repeal of Ordinance No. 1318.*** Ordinance No. 1318 (Chapter 14.06 of the Perris Municipal Code) is hereby repealed in its entirety.

**Section 3. Effective Date.** This Ordinance shall take effect 30 days after its adoption.

**Section 4. Severability.** If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

**Section 5. Certification.** The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Perris.

***PASSED, APPROVED, and ADOPTED*** on this \_\_\_\_<sup>th</sup> day of March, 2017.

\_\_\_\_\_  
Mayor, Michael M. Vargas

ATTEST

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

ORDINANCE NO: \_\_\_\_\_

Page 3

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the foregoing Ordinance Number \_\_\_\_\_ was duly and regularly adopted by the City Council of the City of Perris at a \_\_\_\_\_ meeting held the \_\_\_th day of \_\_\_\_, 2017, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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



CITY COUNCIL  
AGENDA SUBMITTAL

**Meeting Date: March 14, 2017**

**SUBJECT:** District-Based City Council Elections under the California Voting Rights Act

**REQUESTED ACTION:** That the City Council consider district-based City Council elections and provide direction on whether it would like to proceed in establishing district-based City Council elections.

**CONTACT:** Eric Dunn, City Attorney

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**BACKGROUND/DISCUSSION:**

**I. INTRODUCTION**

An agenda report was requested concerning the establishment of district-based City Council elections. This report will provide a brief overview of the California Voting Rights Act ("CVRA"), issues for potentially transitioning to districts, avoiding potential liability, and the process for drawing districts.

**II. AT-LARGE VERSUS BY-DISTRICT ELECTIONS**

The City currently holds at-large elections whereby all voters in the City vote for all elected officials and candidates may reside anywhere within the City. In a district-based system, council member candidates may only run for office within the geographical district they reside in and voters are restricted to voting for candidates residing in their district. Both the at-large and district-based election systems allow for the Mayor to be elected at-large.

**III. THE CALIFORNIA VOTING RIGHTS ACT**

The CVRA was adopted in 2002 and expands on the Federal Voting Rights Act by making it easier for minority groups to challenge at-large electoral systems in the courts. "The legislative history of the CVRA indicates that the California Legislature wanted to provide a broader cause of action for vote dilution than was provided for by federal law." *Sanchez v. City of Modesto*, 145 Cal. App. 4th 660, 669 (2006).

The CVRA authorizes lawsuits challenging at-large elections for impairments of the ability of a protected class to influence the outcome of an election. (Elec. Code §14027.) A CVRA violation may be established by showing that racially polarized voting occurs in elections for the City Council. (§14028.) Racially polarized voting may be determined by the extent to which "candidates who are members of a protected class and who are preferred by voters of the protected class, as determined by an analysis of voting behavior, have been elected to the governing body." (§14028(a-b).) In other words, if a protected class consistently votes



differently - as a group - than the rest of the electorate, a violation of the CVRA may be triggered. A judge has broad authority to implement appropriate remedies that are tailored to address specific CVRA violations. (§14029.) The most common remedy has been to order a municipality to switch from at-large elections to by-district elections.

At least 142 school districts, 28 community college districts, and 53 cities have switched or are in the process of switching as a result of the CVRA. Inland Empire cities include Banning, Chino, Corona, Eastvale, Hemet, Highland, Rancho Cucamonga, Wildomar, Yucaipa, and Upland.

#### **IV. PROCEDURE TO SWITCH TO DISTRICT ELECTIONS**

##### **A. By Ordinance, Election, or Court Order**

As for the process, there are three methods to switch to a district-based election system: council ordinance, ballot measure or court order.

##### **1. By Ordinance**

Because Perris has a population that is less than 100,000, the City Council may pass an ordinance which changes the City to by-district elections. (Gov. Code §34886.) Generally the ordinance may create five, seven, or nine districts in the City without an at-large mayor; or four, six, or eight districts with an at-large mayor. However, because the Perris Mayor is an at-large position created by the voters it presumably cannot be changed by a City Council ordinance. Thus, the City Council could adopt an ordinance with an at-large mayor and four, six, or eight city council member districts.

##### **2. By Ballot Measure**

The City Council may instead submit a measure to the voters which switches the City to by-district elections. (Gov. Code §34871.) This measure may propose five, seven, or nine districts in the City; or four, six, or eight districts, with a mayor elected at large. The voters can also be asked to decide if the mayor will have a two year or a four year term. (Gov. Code §34900, et seq.) It should be noted if the voters reject the measure to switch to district elections, a court could still order a change, as occurred recently in the City of Highland.

##### **3. By Court Order**

A court can order the City to switch to a district-based system if the City is found to be in violation of the CVRA. (Elec. Code §14029.) Successful CVRA plaintiffs are entitled to an award of attorneys' fees. Examples include: \$1.3 Million in Highland, \$600,000 in Santa Barbara, and \$3 Million in 2008 from City of Modesto. However, no litigation has been filed against Perris and the City has not received any challenge as of this date.

##### **B. Drawing the District Map**

##### **1. Composition of the District Map**



If the City Council adopts by-district elections, the City will need to draw the district maps. The districts must be as equal in population as possible. (Elec. Code §21601.) California law is unclear on what is precisely required for drawing districts. Generally speaking, California law provides that the City consider the following factors: (1) topography; (2) geography; (3) cohesiveness, contiguity, integrity, and compactness of territory; and (4) community of interests of the districts. (Elec. Code §21601.)

## 2. Public Hearings

The process requires at least four public hearings. There must be at least two public hearings on proposed district boundaries prior to drawing a proposed district map. Members of the public are invited to provide input on the proposed boundaries. After a draft map (or maps) is released, there must be at least two more public hearings before the City Council actually votes on a proposed district map. (Elec. Code §10010.)

Specifically, the City must do all of the following in accordance with Elections Code Section 10010(a) (effective January 1, 2017):

- Before drawing a draft map or maps of the proposed boundaries of the districts, the City shall hold at least two public hearings over a period of no more than 30 days, at which the public is invited to provide input regarding the composition of the districts. Before these hearings, the City may conduct outreach to the public, including to non-English-speaking communities, to explain the districting process and to encourage public participation.
- After all draft maps are drawn, the City shall publish and make available for release at least one draft map and, if members of the governing body of the City will be elected in their districts at different times to provide for staggered terms of office, the potential sequence of the elections. The City shall also hold at least two additional hearings over a period of no more than 45 days, at which the public is invited to provide input regarding the content of the draft map or maps and the proposed sequence of elections, if applicable. The first version of a draft map shall be published at least seven days before consideration at a hearing. If a draft map is revised at or following a hearing, it shall be published and made available to the public for at least seven days before being adopted.

Once established, district boundaries must be reviewed for continuing compliance with the law, at a minimum, every 10 years after the federal census, or when there is a change in the City's boundaries. (Elec. Code §§ 21601, et seq.)

## 3. Hiring a Consultant

Switching to a by-district system typically requires the services of a demographics and election consultant. A consultant can assist in compiling a summary of the demographics of the City and its election history to provide a broad overview to the City Council on the current status of voting statistics in Perris and possible CVRA liability. A consultant can specifically review the City's census and election data and conduct racially polarized voting analysis on past



elections. Racially polarized voting analysis is what a court is likely to use to determine whether the City's current electoral system violates the CVRA. A consultant can also assist the City in drawing new districts which comply with state and federal law. The consultant can provide multiple maps in compliance with the law for the City Council to consider.

#### **V. IMPLEMENTATION OF A DISTRICT ELECTION ORDINANCE**

Generally it requires two elections to fully implement the change because the ordinance cannot shorten the four-year terms of councilmembers elected at large in 2016. To illustrate how a change would work, the following discussion assumes a hypothetical ordinance whereby the City switches to four districts with an at-large elected Mayor, with the first election under the new system to take place in 2018. Similar principles would apply for a system with six or eight districts.

The districting ordinance would establish four districts of roughly equal population and following the factors listed above. Each district would then have a Council seat assigned to the district. Two council seats are up for election in 2018. Under the hypothetical districting ordinance, the entire City electorate would not vote for those two council seats in 2018. Instead, only voters in those two districts would vote, and only for candidates qualified to run in those districts. To file nomination papers for a Council seat, the candidate would need to be registered to vote in the district assigned to the Council seat.

After the first election in 2018, the Council would then consist of two councilmembers elected from districts, two councilmembers elected at large, and a mayor elected at large. At the second election in 2020, candidates will be elected in the two remaining districts. The position of Mayor would be on the 2020 ballot for an at-large election as usual.

Between 2018 and 2020 a few complicated scenarios could arise. It is possible that two (or more) incumbent councilmembers will end up being residents of the same district during that time. It is also possible that a councilmember elected in 2016 could decide to run for election in their new district in 2018 and then begin a new four-year term representing that district. If that councilmember is not successful he or she would remain in office at-large until 2020. If that councilmember is successful then the at-large seat would be vacated and the vacant seat would be filled by appointment or special election.

#### **VI. REQUESTED ACTION**

It is recommended that the City Council consider district-based City Council elections and provide direction on whether it would like to proceed in establishing district-based City Council elections.

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**BUDGET (or FISCAL) IMPACT:**

None to the City.

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**Reviewed by:**

Interim Assistant City Manager DM

Assistant Director of Finance je

City Attorney   X  

**Attachments:**

None

**Consent:**

**Public Hearing:**

**Business Item: X**

**Other:**



## CITY COUNCIL AGENDA SUBMITTAL

**Meeting Date: March 14, 2017**

**SUBJECT:** 2016-17 Mid-Year Budget Review and  
Capital Improvement Program Update

**REQUESTED ACTION:** Approve the Mid-Year Budget Review and  
amend the Capital Improvement Program as presented

**CONTACT:** Jennifer Erwin, Assistant Director of Finance

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### BACKGROUND/DISCUSSION:

Throughout the year, the City's finance staff monitors revenues and expenditures. Actual funds received and spent are compared with the adopted budget. Each fiscal year, a formal review of the City's finances is presented to the City Council. Fiscal performance in the current year is described, along with projections for the remainder of the fiscal year. In addition to the Mid-Year budget review, staff is requesting that amendments to the Capital Improvement Program be considered for approval.

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### BUDGET (or FISCAL) IMPACT:

- Increase general fund revenues \$738,306 and increase general fund expenditures \$871,184.
- Increase special revenue fund expenditures \$174,117 and enterprise fund expenditures by \$281,700.
- Consideration of adjustments to various capital improvement projects as described in the 2016-17 Capital Improvement Program totaling \$15,803,944.

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Reviewed by:

Assistant City Manager



Assistant Director of Finance



- Attachments:** 1. Capital Improvement Program Book (provided under separate cover)  
2. Schedule of Budget Amendments by Fund Type
- a) General Fund Revenues
  - b) General Fund Expenditures
  - c) Special Revenue and Enterprise Expenditures
  - d) Capital Improvement Project Expenditures

Business Item

**City of Perris  
General Fund Revenue  
FY 16/17 Mid-Year Adjustments**

<b>Revenues</b>	<b>Current 2016/2017 Budget</b>	<b>Proposed Budget Amendments</b>	<b>Amended 2016/2017 Budget</b>
<b>Property Taxes</b>	5,169,619	200,000	5,369,619
<b>Prop Tax in Lieu of VLF</b>	5,574,856.00	200,000	5,774,856
<b>Sales &amp; Use Taxes</b>	11,463,852	(400,000)	11,063,852
<b>Transient Occupancy Taxes</b>	126,000	-	126,000
<b>Property Tax Transfers</b>	191,231	-	191,231
<b>Franchise Fees</b>	2,962,184	-	2,962,184
<b>Licenses and Permits</b>	294,500	-	294,500
<b>Construction Permits</b>	1,945,468	149,934	2,095,402
<b>Motor Vehicle License Fees</b>	30,000	3,026	33,026
<b>Planning Fees</b>	439,973	(100,000)	339,973
<b>Recreation Fees/Donations</b>	165,936	25,000	190,936
<b>Fines and Forfeitures</b>	557,000	312,000	869,000
<b>Miscellaneous Revenue</b>	359,080	148,346	507,426
<b>Interest</b>	580,000	-	580,000
<b>Interfund Transfers/Recoveries</b>	2,925,000	200,000	3,125,000
<b>Total Revenues</b>	<b>32,784,699</b>	<b>738,306</b>	<b>33,523,005</b>

## City of Perris General Fund

### FY 16/17 Mid-Year Budget Amendments

#### Payroll Additions

Salaries&Benefits-Prorated until end of 16-17	205,213
<i>(full time positions to continue going forward)</i>	21,382
	11,550
<b>Total Payroll Changes Requested</b>	<b>238,145</b>

#### Department

Code Enforcement Staffing  
Audio Visual Specialist  
Management Analyst-Public Works & Maintenance Districts  
*(plus \$14,117 to Maintenance Districts)*

#### Operation Additions

		<u>Department</u>
Code Enforcement Office Equipment & Supplies	59,000	Code Enforcement
New Building Code Books	3,000	Building
Contract Services - Plan Check (developer pays)	138,434	Building
Accella Permitting Software - Annual Renewal	16,356	IT
Run Fiber Optic Cable to Code Enforcement Offices	10,000	IT
Building Maintenance	75,000	Facilities
Grounds Maintenance	30,000	Facilities
Street & Shoulder Maintenance	30,000	Street Maintenance
Curb, Gutter, & Sidewalk Maintenance	23,000	Street Maintenance
Code Enforcement Fuel	11,667	Fleet
Code Enforcement Vehicles-Chevy 1500 Truck	65,000	Fleet
Auto Parts & Supplies	20,000	Fleet
Auto Maintenance	25,000	Fleet
Building Maintenance	15,000	Parks
Field & Equipment Repair	26,000	Parks
OT for Staffing of Special Events	6,500	Recreation Services
Adding Bootcamp Series & Summer Programs (Instructors)	5,000	Recreation Services
Live Well Workouts	2,500	Recreation Services
Live Well Hike/Bike Event	2,500	Recreation Services
OT for Staffing of Special Events	10,000	Leisure
OT for Staffing of Special Events	10,000	Senior Services
OT for Staffing of Special Events	3,700	Housing Authority & General Fund
Commercial Enforcement Truck	20,601	Police Services
Forensic Exams	3,940	Police Services
Crossroads Software, Tablets, Zebra Printers	20,841	Police Services
<b>Total Operation Changes Requested</b>	<b>633,039</b>	

**Total General Fund Expenditure Budget Amendments**

**871,184**

**Special Revenue Funds****FY 16/17 Mid-Year Budget Amendments**

	Maintenance Districts	AQMD Grant	Total
<b>Operation Additions</b>			
Management Analyst Position - Public Works	14,117	-	14,117
Alternative Fuel Vehicles-Code Enforcement	-	160,000	160,000
<b>Total Operation Changes Requested</b>	<b>14,117</b>	<b>160,000</b>	<b>174,117</b>

**Enterprise Funds****FY 16/17 Mid-Year Budget Amendments**

	Housing Authority	Downtown Water	North Water	Sewer	Solid Waste	Total
<b>Operation Additions</b>						
OT for Staffing of Special Events	3,700	-	-	-	-	3,700
Increased Security Cameras-Reservoirs	-	25,000	-	-	-	25,000
Reservoir Pump/Motor Replacements - 4	-	-	70,000	-	-	70,000
Sewer Line Replacement-Richards Road	-	-	-	90,000	-	90,000
Lift Station Upgrade - 7th Street	-	-	-	90,000	-	90,000
Shredding Truck & Supplies-Clean Up Day	-	-	-	-	3,000	3,000
<b>Total Operation Changes Requested</b>	<b>3,700</b>	<b>25,000</b>	<b>70,000</b>	<b>180,000</b>	<b>3,000</b>	<b>281,700</b>



**Capital Improvement Program  
City of Perris  
Proposed Budget Changes FY 16/17**

PROJECT CODE	PROJECT NAME	TOTAL ADDED BUDGET	FUNDING SOURCE
D008	Line Q	(48,111.93)	160 Master Drainage
D012	Line K - Storm Drain	48,111.93	160 Master Drainage
F015	City Building Imprvmnts	150,000.00	163 Developer Impact Fees (DIF)
F038	Library Prop Expsn-Bldg Improv	2,690.00	163 Developer Impact Fees (DIF)
F039	Harley Knox-Buildings	240,000.00	163 Developer Impact Fees (DIF)
F040	Fire Station #1 Roof-Bldg Impr	30,000.00	163 Developer Impact Fees (DIF)
F041	Install/Update CNG Pmp-Bldg Im	175,000.00	119 State Grants
P030	Metz Park Improvements	(64,551.56)	152 CDBG
P033	Bob Glass Gym Flooring	(22,909.00)	163 Developer Impact Fees (DIF)
P035	Patriot Park Improv Prog	125,000.00	154 General Fund
P039	Patriot Prk Field Upg-Prk Impr	75,000.00	154 General Fund
S002	Annual Slurry Seal Prog	900,000.00	142 Measure A Street Improvements
S004	Ann St Stripe & Sign Prog	150,000.00	136 Gas Tax Street Improvements
S014	Goetz Road Intersection-Pav/St	500,000.00	133 Road and Bridge Benefit District (RBBD)
S034	Ethanac Rd Wide -Pave/Streets	2,500,000.00	133 Road and Bridge Benefit District (RBBD)
S034	TUMF - Ethanac Road	2,500,000.00	157 External Contributions
S036	Annual Pothole Repair Program	100,000.00	142 Measure A Street Improvements
S056	Signal / St Improv Wil / Orn	200,000.00	163 Developer Impact Fees (DIF)
S076	Nuevo Bridge Widening	500,000.00	157 External Contributions
S079	Perris Pav Rhb Ovr I-215	68,730.67	139 Sidewalk Grant
S079	Pavement / Streets	1,529,199.00	163 Developer Impact Fees (DIF)
S079	Perris Pav Rhb Ovr I-215	1,570,000.00	157 External Contributions
S089	Redlands - Ramona/Plac	1,000,000.00	133 Road and Bridge Benefit District (RBBD)
S090	Nuevo Rd - Inter Improv	369,971.00	157 External Contributions
S091	Redlands - Nuevo/San Jac	300,000.00	136 Gas Tax Street Improvements
S094	Unpaved Streets & Alleys	200,000.00	142 Measure A Street Improvements
S096	Sidewalks	75,000.00	142 Measure A Street Improvements
S097	Misc Widen Proj-Pavement/Str	1,000,000.00	157 External Contributions
S098	Skylark Pav Rehab-Pavement/Str	146,095.00	157 External Contributions
S099	Ramona Exp Pav Rehab-Pavem/Str	1,000,000.00	142 Measure A Street Improvements
S100	Annual Maintenace I-215	50,000.00	142 Measure A Street Improvements
T009	Traffic Reports / Studies	75,000.00	163 Developer Impact Fees (DIF)
T025	Traff Sig-Mod(Ramona Xing)	100,000.00	133 Road and Bridge Benefit District (RBBD)
T026	A St Traff Calming-Traff Sig	350,000.00	163 Developer Impact Fees (DIF)
W010	5th St Waterline Reloc	(90,280.91)	154 General Fund
<b>Total Budget Additions</b>		<b>15,803,944.20</b>	

<b>Legend:</b>	<span style="background-color: #d9ead3; border: 1px solid black; padding: 2px;">Newly Added Project</span>	<span style="background-color: #f2f2f2; border: 1px solid black; padding: 2px;">Existing Project</span>
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