

*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, May 30, 2017

6:30 P.M.

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

ROLL CALL:

Corona, Rabb, Rogers, Burke, Vargas

CLOSED SESSION: 5:30 P.M.

- A. Conference with Labor Negotiators - Government Code Section 54957.6
City Negotiator: Richard Belmudez, City Manager
Employee Organization: Teamsters Local 911
- B. Conference with Labor Negotiators - Government Code Section 54957.6
City Negotiator: Richard Belmudez, City Manager
Employee Organization: City of Perris Unrepresented Managers
- C. Conference with Legal Counsel - Potential Litigation - Government
Code Section 54956.9 (d)(2) - 1 case

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

2. ROLL CALL:

Corona, Rabb, Rogers, Burke, Vargas

3. **INVOCATION:**

Pastor Benjamin Briggs
Greater Light Community Church
3060 Barrett Avenue
Perris, CA 92571

4. **PLEDGE OF ALLEGIANCE:**

Councilman Corona 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. Presentation of Certificates for the Miss California Regional Pageant.
- B. Presentation of Certificates to student recipients of the Hispanic Association of Small Businesses Academic Excellence Scholarship for 2017.
- C. Presentation of Certificates to the recipients of the TriLake Consultants Science and Engineering Scholarship.

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 May 9, 2017 and the Special 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 May 15, 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. Approval to award Contract for Perris Boulevard Widening Project to Mamco, Inc. dba: Alabbasi.

- B. Approval to award Contract to Admiral Weighing Systems, Inc. and reject all other bids regarding Dan's Feed & Seed installation of New Truck Scale.
- C. Approval to award bid for the Foss Field Improvement Project to T.J. Janca Construction Inc.
- D. Adopt Resolution Number (next in order) regarding Annexation of parcels into CFD 2001-3 (North Perris Public Safety District) - Annexation No. 23. APNs: 314-170-005-5, 314-170-007-7, 314-170-013-2, 314-170-01403, 314-170-015-4, 314-170-016-5, 314-180-001-2, 314-180-007-8, 314-180-009-0, 314-140-056-8, 314-180-010-0, 314-180-011-1, 314-180-013-3 and 314-180-014-4. Project: Optimus Logistics Center. (Owner: RG-Optimus LLC).

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 23]

- E. Receive and file the SAS 114 Audit Planning Letter from Teaman, Ramirez & Smith, Inc. (City Audit Firm).
- F. Approve the Second Amendment to the Franchise Agreement between the City of Perris and CR&R Incorporated, for the collection, transportation, recycling, composting and disposal of solid waste and construction debris and for providing temporary bin/rolloff services.
- G. Approve the City of Perris Neighborhood Stabilization Program (NSP#3) Agreement with the Riverside Housing Development Corporation for the acquisition, rehabilitation, and resale of one foreclosed single family property
- H. Approve the Monthly Check Register for April 2017.

9. PUBLIC HEARINGS:

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

- A. Consideration to Introduce the First Reading of Ordinance Number (next in order) adding Chapter 2.58 (Electronic Filing of Campaign Disclosure Statements) to Title 2 (Administration and Personnel) of the Perris Municipal Code relating to Electronic and Paperless Filing of Fair Political Practices Commission Campaign Disclosure Statements.

The Proposed First Reading of 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 2.58, (ELECTRONIC FILING OF CAMPAIGN DISCLOSURE STATEMENTS) TITLE 2 (ADMINISTRATION AND PERSONNEL) TO THE PERRIS MUNICIPAL CODE RELATING TO ELECTRONIC AND PAPERLESS FILING OF FAIR POLITICAL PRACTICES COMMISSION (FPCC) CAMPAIGN DISCLOSURE STATEMENTS

Introduced by: Eric Dunn, City Attorney

PUBLIC COMMENT:

- B. Consideration to Introduce the First Reading of Ordinance Number (next in order) updating the City of Perris Municipal Code.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ADOPTING BY REFERENCE AND ENACTING AN UPDATED CODE FOR THE PERRIS MUNICIPAL CODE, INCLUDING THE FOLLOWING SECONDARY CODES ADOPTED BY REFERENCE THEREIN: 206 EDITIONS OF THE CALIFORNIA MODEL CODES, CALIFORNIA BUILDING CODE VOLUMES 1 & 2, CALIFORNIA PLUMBING, MECHANICAL ELECTRICAL CODE,

CALIFORNIA FIRE CODE, THE CALIFORNIA EXISTING BUILDING CODE, CALIFORNIA GREEN BUILDING STANDARDS CODE, CALIFORNIA ENERGY CODE, CALIFORNIA ADMINISTRATIVE CODE AND RELATED REFERENCE STANDARDS CODES WITH APPENDICES, ICC VALUATION TABLES AND AMENDMENTS THERETO; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE

Introduced by: Eric Dunn, City Attorney

PUBLIC COMMENT:

- C. Consideration to adopt Resolution Number (next in order) approving General Plan Amendment 16-05031, Tentative Parcel Map (TPM 37181) 16-05150, and Development Plan Review 16-00002, based on the findings and subject to the Conditions of Approval, and Mitigated Negative Declaration 2329; introduce the First Reading of Ordinance Number (next in order) to approve Zone Change 16-05030 to change the land use of a 16.9 acre parcel from R-6,000-MAOZ (Single-Family Residential) to MFR-22-MAOZ (Multi-Family Residential) located at the northeast corner of "A" Street and Metz Road. (Applicant: Danny Brose).

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING A ZONE CHANGE 16-05030 TO REZONE FIVE PARCELS TOTALING 16.9 ACRES FROM R-6,000-MAOZ SINGLE FAMILY RESIDENTIAL TO MFR-22 MULTI FAMILY RESIDENTIAL TO FACILITATE A 372-UNIT APARTMENT COMMUNITY LOCATED AT THE NORTHEAST CORNER OF A STREET AND METZ ROAD AND MITIGATED NEGATIVE DECLARATION 2329, AND MAKING FINDINGS IN SUPPORT THEREOF

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING MITIGATED NEGATIVE DECLARATION 2329 FOR GENERAL PLAN AMENDMENT 16-05031, TENTATIVE PARCEL MAP 37181 (16-05150), AND DEVELOPMENT PLAN

REVIEW 16-00002 FOR THE DEVELOPMENT OF A 372-UNIT APARTMENT COMMUNITY TO BE LOCATED AT THE NORTHEAST CORNER OF A STREET AND METZ ROAD

Introduced by: Clara Miramontes, Director of Development Services

PUBLIC COMMENT:

- D. Consideration to adopt Resolution Number (next in order) approving Major Modification 16-05075 to CUP 02-0061 to expand an existing 148,609 sq. ft. self-storage facility with the addition of 34,984 sq. ft. on a vacant 1.57 acre parcel northeast of the existing facility addressed as 3010 North Perris Boulevard, based on the findings and subject to the Condition of Approval and Mitigated Negative Declaration 2329; Introduce the First Reading of Ordinance Number (next in order) to approve Specific Plan Amendment 16-05077 to change the land use of 7.48 acres containing the existing facility and the new 1.57 acre portion from Commercial to Light Industrial within the Perris Valley Commerce Center Specific Plan. (Applicant: Charles Ware, Perris Self-Storage).**

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

AN ORDINANCE OF THE CITY COUNCIL OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING SPECIFIC PLAN AMENDMENT 16-05077 TO REVISE THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN LAND USE MAP BY CHANGING THE LAND USE DESIGNATION OF 7.48 ACRES OF LAND LOCATED NORTH OF WALNUT STREET AND WEST OF PERRIS BOULEVARD DEVOTED TO EXISTING AND PROPOSED SELF-STORAGE USE FROM COMMERCIAL TO LIGHT INDUSTRIAL, AND MAKING FINDINGS IN SUPPORT THEREOF

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FINDING THE PROJECT AS CATEGORICALLY EXEMPT FROM CEQA AS A CLASS 32 IN-FILL DEVELOPMENT PURSUANT TO CALIFORNIA CODE OF REGULATIONS TITLE 14, SECTION 15332, AND APPROVING MAJOR MODIFICATION 16-05075 TO ALLOW A 1.57 ACRE EXPANSION OF THE EXISTING SELF-STORAGE USE LOCATED NORTH OF WALNUT STREET AND WEST OF PERRIS BOULEVARD, AND MAKING FINDINGS IN SUPPORT THEREOF

Introduced by: Clara Miramontes, Director of Development Services

PUBLIC COMMENT:

- E. Consideration to adopt Resolution Number (next in order) amending the Rubbish Collection Charges pursuant to the Agreement with CR&R.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS AMENDING RUBBISH COLLECTION CHARGES AS PERMITTED IN SECTION 7.16.050 (D) OF THE PERRIS MUNICIPAL CODE TO INCLUDE AN ORGANICS RECYCLING PROGRAM FEE

Introduced by: Jennifer Erwin, Assistant Finance Director

PUBLIC COMMENT:

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

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

- A. Consideration to appoint one applicant to fill one open seat on the Planning Commission.

Introduced by: Richard Belmudez, City Manager

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: May 30, 2017
SUBJECT: *Approval of Minutes*

BACKGROUND: None.

FISCAL IMPACT: None.

- **RECOMMENDATION:** Motion to approve the Minutes of the Regular Joint Meeting held on May 9, 2017, and the Special Joint Meeting held on May 15, 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 *dh*
Approved by: Nancy Salazar, City Clerk

Attachments:

- Minutes of the Regular Joint Meeting held on May 9, 2017 and the Special Joint Meeting held on May 15, 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: May 9, 2017

06:30 PM

Place of Meeting: City Council Chambers

CLOSED SESSION

Mayor Vargas called the Closed Session to order at 5:34 p.m.

ROLL CALL

Present: Burke, Corona, Rabb, Rogers, Vargas

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

- A. Conference with Labor Negotiators - Government Code Section 54957.6 City Negotiator: Richard Belmudez, City Manager Employee Organization: Teamsters Local 911
- B. Conference with Legal Counsel - Potential Litigation - Government Code Section 54956.9 (d)(4) - 1 case

The City Council adjourned to Closed Session at 5:35 p.m.

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

Mayor Vargas called the Regular City Council meeting to order at 6:31 p.m.

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

Present: Burke, Corona, Rabb, Rogers, Vargas

Staff Members Present: City Manager Belmudez, City Attorney Dunn, City Engineer Motlagh, Interim Assistant City Manager Madkin, Police Captain Ford, Fire Chief Barnett, Director of Development Services Miramontes, 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 Nolan Turnage The Grove Community Church
227 N. "D" Street Perris, CA 92570

4. PLEDGE OF ALLEGIANCE:

Councilmember Burke led the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

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

6. PRESENTATIONS/ANNOUNCEMENTS:

- A. Proclamation proclaiming May as Poppy Month.
- B. Recognition and Introduction of the Western Riverside Council of Governments (WRCOG) Fellowships: Eduardo Sida and Maria Marquez, presented by Isabel Carlos, Assistant Director of Administrative Services.
- C. Presentation of the Senior Citizen's Prom, being held on May 20, 2017, by Sabrina Chavez, Assistant Director of Community Services and Housing

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 April 25, 2017.

The Mayor called for a motion.

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

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

NOES:

ABSENT:

ABSTAIN:

8. CONSENT CALENDAR:

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

- A. Approved the Traffic Survey Report performed by RK Engineering Group, Inc. and approve the change of speed limit signs along Harley Knox Boulevard.
- B. Approved traffic report prepared by RK Engineering and approve implementation of 4-way stop at El Nido and Rider Street intersection.
- C. Adopted Resolution Numbers 5107 and 5108 regarding Annual Engineer's

Report for Maintenance District No. 84-1 (MD 84-1). Maintenance District 84-1 includes residential tracts and commercial developments throughout the City.

Resolution Number 5107 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING ENGINEER'S REPORT FOR LEVY OF ANNUAL ASSESSMENTS FOR FISCAL YEAR 2017-2018 FOR CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 5108 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA DECLARING INTENTION 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; AND OFFERING JUNE 13, 2017 AS THE TIME AND PLACE FOR HEARING OBJECTIONS THERETO

- D. Adopted Resolution Number 5109 regarding Annual Engineer's Report for Flood Control Maintenance District Number 1 (FY 2017- 2018). Flood Control Maintenance District 1 includes residential tracts and commercial developments throughout the City.

Resolution Number 5109 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2017-2018 IN CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING JUNE 13, 2017 AS A TIME AND PLACE FOR HEARING OBJECTIONS THERETO

- E. Adopted Resolution Numbers 5110 and 5111 regarding Annual Engineer's Report for Landscape Maintenance District Number 1 (FY 2017-2018). Landscape Maintenance District 1 includes residential tracts and commercial developments throughout the City.

Resolution Number 5110 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING ENGINEER'S REPORT FOR LEVY OF ANNUAL ASSESSMENTS FOR FISCAL YEAR 2017-2018 FOR CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 5111 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA DECLARING INTENTION 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; AND OFFERING

JUNE 13, 2017 AS THE TIME AND PLACE FOR HEARING
OBJECTIONS THERETO

- F. Approved Contract Services Agreement with HDL Companies for the application review, compliance and financial audits for medical marijuana dispensary businesses in the City.
- G. Approved the Enchanted Heights sidewalk installation.
- H. Adopted Resolution Number 5112 approving the revised Debt Issuance and Management Policy (formerly known as Mello Roos Policies) for Community Facilities Districts and Long Term Debt Financing.

Resolution Number 5112 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
ADOPTING THE DEBT ISSUANCE AND MANAGEMENT POLICY

- I. Adopted Resolution Number 5113 approving the Annual Statement of Investment Policy for Fiscal Year 2017-2018.

Resolution Number 5113 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
ADOPTING THE ANNUAL STATEMENT OF INVESTMENT POLICY
FOR FISCAL YEAR 2017-2018

- J. Approved letter of support regarding the RAID VLF fund increase proposal to the Riverside County Board of Supervisors.
- K. Approved the Contract Agreement for Animal Sheltering Services with Riverside County.

The Mayor called for a motion.

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

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

NOES:

ABSENT:

ABSTAIN:

9. PUBLIC HEARINGS:

There were no Public Hearings

10. BUSINESS ITEMS:

- A. Presentation of Youth Advisory Committee Graduating Senior Medals.

This item was introduced by Assistant Director of Community Services and Housing Chavez.

There was no Public Comment.

B. Presentation by Bill Coffey, Regional Account Director for The NLC Service Line Warranty Program.

This item was introduced by Interim Assistant City Manager Madkin and turned over for presentation to Mr. Bill Coffey, The NLC Service Line Warranty Program.

The following Councilmember's spoke:

Rabb

Vargas

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

11. PUBLIC COMMENT/CITIZEN PARTICIPATION:

The following people spoke at Public Comment:

Bill Lamb

Claire White

Kelly Kaus

12. COUNCIL COMMUNICATIONS:

The following Councilmember's spoke:

Burke

Rogers

Corona

Rabb

Vargas

13. CITY MANAGER'S REPORT:

14. ADJOURNMENT:

There being no further business Mayor Vargas adjourned the Regular City Council meeting at 7:36 p.m.

Respectfully Submitted,

Nancy Salazar, City Clerk

CITY OF PERRIS

MINUTES:

Date of Meeting: May 15, 2017

06:00 PM

Place of Meeting: City Council Chambers

1. CALL TO ORDER: 6:00 P.M.

Mayor Vargas called the Special Joint City Council Meeting to order at 6:06 p.m.

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

Present: Burke, Corona, Rabb, Rogers, Vargas

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

3. WORKSESSION:

A. Police JPA Feasibility Study presented by Matrix Consulting Group.

City Manager Belmudez introduced this item and turned it over to Richard Brady and Ian Brady of Matrix Consulting Group for presentation.

The following Councilmember's spoke:

**Rogers
Corona
Vargas**

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

B. Budget Review for Fiscal Year 2018/19 and 2019/20.

This item was presented by Assistant Director of Finance Erwin.

The following Councilmember's spoke:

**Rabb
Vargas**

**Burke
Corona
Rogers**

Mayor Pro Tem Rabb left the City Council Chambers at 7:09 p.m. and returned at 7:11 p.m.

Councilmember Rogers left the City Council Chambers at 7:26 p.m. and returned at 7:29 p.m.

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

4. ADJOURNMENT:

There being no further business Mayor Vargas adjourned the Special Joint City Council meeting at 7:49 p.m.

Respectfully Submitted,

Nancy Salazar, City Clerk

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: May 30, 2017

SUBJECT: Award Contract for Perris Boulevard Widening Project

REQUESTED ACTION: Adopt the Plans and Specifications for Perris Boulevard Widening Project, Award Contract to Mamco, Inc. dba Alabbasi

CONTACT: Habib Motlagh, City Engineer

BACKGROUND:

On May 10, 2017, bids were received via Active Bidder for Perris Boulevard Widening Project. There were 7 bids submitted for the project and bids ranging from \$3,797,777 to \$5,247,429.50. The low bid was submitted by Mamco, Inc. dba Alabbasi.

Mamco, Inc. has completed similar projects in the City of Perris and surrounding communities and their work is considered acceptable. This project will provide for one additional travel lane in each direction and left turn pockets along Perris Boulevard between 4th Street and the I-215 bridge. Construction is planned to begin late July, 2017 and 210 calendar days have been allotted to complete the project. Included in the project scope is preparation of a comprehensive traffic control plan by the Contractor. Staff will review this plan and share the information with the Council in near future.

Along with construction costs stated above, additional demolition, landscape, and right-of-way acquisition expenses shall be anticipated and are not within the scope of work for Mamco. These improvements will be discussed and approved at future dates as appropriate. Staff's estimate of additional cost for other work is \$2.5 Million.

This project is funded by TUMF, Measure A, DIF and SB-821 grant. Staff recommends Council adopts the plans and specifications, award the project to Mamco, Inc. and authorize a construction contingency of 20%.

BUDGET (or FISCAL) IMPACT:

The Perris Boulevard Widening Project (CIP Sheet S-079) is funded through TUMF, Measure A, DIF, and SB-821 grant. Approximately \$7,800,000 is available for this project. The TUMF reimbursement portion of this project will be received from WRCOG during the next 5 years.

Reviewed by:

City Attorney _____
Interim Assistant City Manager 
Assistant Finance Director 

Attachments – Bid Results, CIP Sheet S079

Consent: X
Public Hearing:
Business Item:

Perris Boulevard Widening Project

Post Date: 04/04/2017 17:44 PDT

Due Date: 05/10/2017 before 15:00 PDT

Estimated Value: \$4,500,000

Results / 7 total

#	Name	Company	Address	Phone	Amount	Submitted	Status
1	Alabbasi, Rumzi	Mamco, Inc. dba Alabbasi	764 W. Ramona Expressway C Perris, CA 92571	951-776-9300	\$3,797,777	05/10/2017 14:57:36	Apparent Low Bidder
2	GARCIA, MONICA	H&H General Contractors, Inc.	P.O. BOX 536 HIGHLAND, CALIFORNIA 92346	909/425-3907	\$4,044,637	05/10/2017 14:57:32	
3	DUFFY, NICK	O'DUFFY BROS INC.	29254 DUFFY STREET ROMOLAND, CA 92585	951-928-0992	\$4,145,159.15	05/10/2017 14:54:44	
4	Hindman, Kurt	Hazard Construction Company	6465 Marindustry Drive San Diego, CA 92121	858-587-3600	\$4,569,511.5	05/10/2017 14:55:40	
5	Carrillo, Erica	Hillcrest Contracting, Inc.	1467 Circle City Dr. Corona, CA 92879	951-273-9600	\$4,598,233	05/10/2017 14:56:29	
6	Lovetere, Katherine	Griffith Company	12200 Bloomfield Ave Santa Fe Springs, California 90670	5629291128	\$4,678,947	05/10/2017 14:51:54	
7	Pim, Brian	Riverside Construction Company, Inc.	4225 Garner Road Riverside, Ca 92501	951-682-8308	\$5,247,429.5	05/10/2017 14:36:21	

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: May 30, 2017

SUBJECT: Dan's Feed & Seed – Truck Scale Project

REQUESTED ACTION: Award Contract to Admiral Weighing Systems, Inc. for Installation of New Truck Scale; and Reject All Other Bids

CONTACT: Habib Motlagh, City Engineer

BACKGROUND:

On April 17, 2017, two bids were opened for the Dan's Feed & Seed Truck Scale Relocation Project. The current location of the scale is in conflict with Perris Boulevard Widening Project and as such requires it to be removed and new scale installed.

2 bids were received from Manufacturer/Contractors to install new scale at new location and remove the existing scale. Each bidder was asked to provide cost for above ground and under ground scale at location shown on enclosed exhibit. Admiral Weighing Systems Calimesa is the low bidder for above ground scale and representatives of Dan's Feed and Seed are satisfied with this product.

Construction is planned to begin this summer and completed by the end of this year. Staff recommends Council to adopt the plans and specifications, award the project to Admiral Weighing Systems, Inc.

BUDGET (or FISCAL) IMPACT:

Adopted Capital Improvements Program Sheet S-079 identifies adequate funds to complete project.

Reviewed by:

City Attorney _____

Interim Assistant City Manager 

Assistant Finance Director 

Attachments – Bid Results, CIP Sheet S079, & Project Exhibit

Consent: X

Public Hearing:

Business Item:

ADDENDUM # 1

City of Perris: Dan's Feed & Seed – Truck Scale Project

Bidder (Company Name): Admiral Weighing Systems, Inc.

Bid Schedule

<u>Bid Item #</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Cost</u>
1		L.S.	Furnish & install underground truck scale as shown on exhibit, scale house, remove / salvage / backfill existing scale, connect to SCE and install other improvements as specified within these documents.	\$ <u>170,000.00</u> /L.S.	\$ <u>170,000.00</u>

One hundred and seventy thousand dollars
WRITTEN COST & FIGURE

Optional Bid

<u>Bid Item #</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Cost</u>
1		L.S.	Furnish & install above ground truck scale including scale house, remove/salvage/backfill existing scale, connect to SCE and other improvements as specified within these documents.	\$ <u>125,000.00</u> /L.S.	\$ <u>125,000.00</u>

One hundred and twenty-five thousand dollars.
WRITTEN COST & FIGURE

NOTES:

- Bid shall include all sales tax, and other taxes and fees.
- Quantities listed are for comparison purposes. Payments will be made based on actual measurement of work completed (except where noted otherwise, such as lump sum items).
- Award shall be for the lowest overall bid for either option.

ADDENDUM # 1

City of Perris: Dan's Feed & Seed – Truck Scale Project

Bidder (Company Name): Fairbanks Scales

Bid Schedule

<u>Bid Item #</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Cost</u>
1		L.S.	Furnish & install underground truck scale as shown on exhibit, scale house, remove / salvage / backfill existing scale, connect to SCE and install other improvements as specified within these documents.	\$ <u>166,000</u> /L.S.	\$ <u>\$166,000</u>

One Hundred Sixty-Six Thousand Dollars and NO/100

WRITTEN COST & FIGURE

Please reference the following pages for details of quotation and provisions.

Optional Bid

<u>Bid Item #</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Cost</u>
1		L.S.	Furnish & install above ground truck scale including scale house, remove/salvage/backfill existing scale, connect to SCE and other improvements as specified within these documents.	\$ <u>\$128,000</u> /L.S.	\$ <u>\$128,000</u>

One Hundred Twenty Eight Thousand Dollars and No/100

WRITTEN COST & FIGURE

Please reference the following pages for details of quote provisions and inclusions.

NOTES:

- Bid shall include all sales tax, and other taxes and fees.
- Quantities listed are for comparison purposes. Payments will be made based on actual measurement of work completed (except where noted otherwise, such as lump sum items).
- Award shall be for the lowest overall bid for either option.



SCALE

1"=30'

3RD ST.

DEWY BR' 02.0, 02/15/17

EX. DWY

EX. DWY

EX-PARKING LOT

CONSTRUCTION NOTES:

- ① CONSTRUCT 4" A.C. OVER 6" CL 2 AGGREGATE BASE.
- ② NEW DRIVEWAY (4" A.C. OVER 6" CL 2 A.B.) BY CITY STREET PROJECT.
- ③ FURNISH AND INSTALL 6'X6' SCALE HOUSE.
- ④ POWER POLE DROP W/OVERHEAD ELECTRICAL LINE TO EXISTING ELECTRICAL METERS.
- ⑤ CONSTRUCT 70'X11' PIT TRUCK SCALE (120,000 LBS). GRADE AS NEEDED PER BUILDING CODES.
- ⑥ REMOVE, SALVAGE AND BACKFILL EXISTING SCALE PIT. LOCATED AT PERRIS BOULEVARD.





SCALE

1" = 30'

3RD ST.

DATE: 02/15/17

EX. DWT

EX. DWT

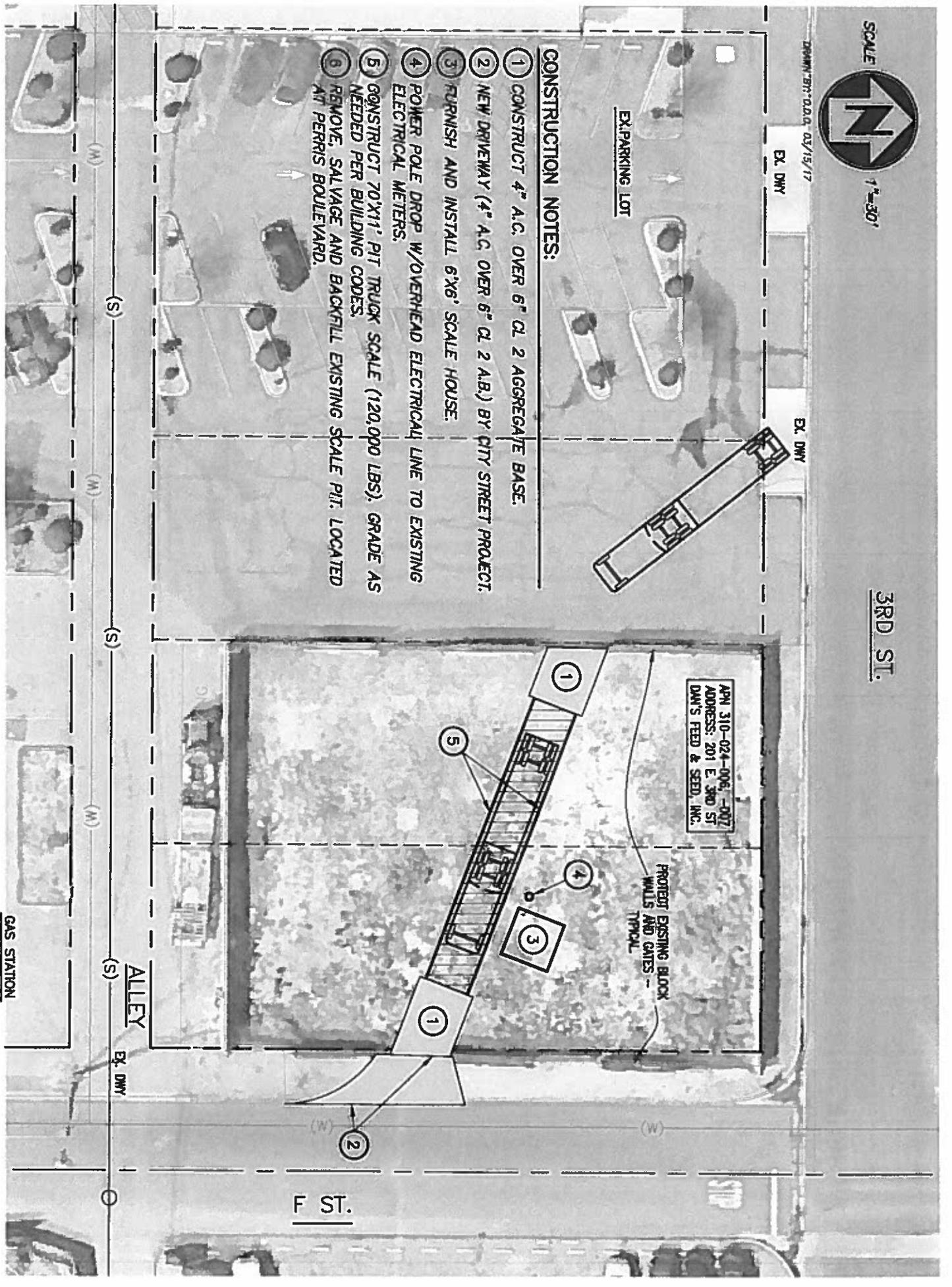
EX. PARKING LOT

CONSTRUCTION NOTES:

- 1 CONSTRUCT 4" A.C. OVER 6" CL 2 AGGREGATE BASE.
- 2 NEW DRIVEWAY (4" A.C. OVER 6" CL 2 A.B.) BY CITY STREET PROJECT.
- 3 FURNISH AND INSTALL 6'X6' SCALE HOUSE.
- 4 POWER POLE DROP W/OVERHEAD ELECTRICAL LINE TO EXISTING ELECTRICAL METERS.
- 5 CONSTRUCT 70'X11' PIT TRUCK SCALE (120,000 LBS). GRADE AS NEEDED PER BUILDING CODES.
- 6 REMOVE, SALVAGE AND BACKFILL EXISTING SCALE PIT. LOCATED AT PERRIS BOULEVARD.

APN 310-024-006, -007
 ADDRESS: 201 E. 3RD ST
 DWT'S FEED & SEED, INC.

PROTECT EXISTING BLOCK
 WALLS AND GATES --
 TYPICAL



(M)

(S)

(M)

(S)

(M)

(S)

ALLEY

EX. DWT

GAS STATION

F ST.

CITY OF PERRIS
CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: May 30, 2017

SUBJECT: Foss Field Improvements- (No. # LMDGF 1-2016-17-03)

REQUESTED ACTION: Award the bid for the Foss Fields Improvement Project to T.J Janca Construction Inc.; and authorize the City Manager to execute the agreement, plus a 10% contingency subject to non-substantive changes from the City Attorney's Office

CONTACT: Michael Morales, Capital Improvements Project Manager

BACKGROUND/DISCUSSION:

Specification Number #LMDGF 1-2016-17-03 was developed to provide the bid requirements associated with the installation of new Playground Equipment and Soft-Fall Rubberized Surfacing at Foss Field Park. The projects includes installing new playground equipment for appropriate activities for children from ages 2-5 and 5-12; and installing new soft-fall pour-in-place rubberized system under all playground equipment at Foss Field Park.

The Public Works Department-Engineering Administration Division analyzed each proposal received from the City Active Bidder Website and determined that the bid submitted by the recommended lowest responsible bidder met all the specified requirements of the bid. Therefore, the award of the bid can be made principally on the basis of price, with additional considerations given to the background and experience of each bidder. Based on these criteria, the bid can be awarded to T.J Janca Construction Inc., who proposed completion of the project for \$150,103.00.

Staff noted that the recommended lowest bidder omitted form BF-15, requiring proof of DIR registration. However staff has independently verified that the recommended lowest bidder has an active registration with DIR (please see attached verification). Therefore in accordance with Section 3.32.260, subsection "F" the bidder was determined by staff to be a responsible bidder. If the bid is awarded by the City Council, Engineering Administration staff will review the required insurance certificates, insurance endorsements, and required bonds and will seek the review and approval of the construction contract from the City Attorney's Office. Therefore, staff is recommending that the City Council authorize the City Manager to execute the Construction Contract, plus a 10% contingency fund, pending the review and approval of the City Attorney.

BUDGET (or FISCAL) IMPACT:

Appropriate funding has been allocated by the City Council in the approved 2016-17 CIP budget (CIP-Project # P037) to construct the Improvements valued at approximately \$150,103.00 plus provide for a 10% contingency fund.

REVIEWED BY:

City Attorney: _____
Assistant City Manager: DM
Assistant Director Public Works _____
Assistant Director Finance gc

Attachment(s): **Contract Services Agreement for Foss Field Improvements**
Active Bidder -Bid Results Report
Contractor DIR Registration Verification

Consent: X
Public Hearing:
Business Item:
Other:

Foss Field Improvements

Post Date: 04/11/2017 16:10 PDT

Due Date: 05/03/2017 before 17:00 PDT

Estimated Value: \$130,000

Results / 3 total

#	Name	Company	Address	Phone	Amount	Submitted	Status
1	Janca, Tim	T.J. Janca Construction, Inc.	2328 N. Batavia St. 105 Orange, CA 92865	714-921-3940	\$150,103	05/03/2017 11:37:41	Apparent Low Bidder
2	Glover, Bud	Principles Contracting, Inc	1760 Marlborough Ave Riverside, CA 92507	951-367-0770	\$181,000	05/03/2017 16:04:53	
3	Kotrash, Kinan	Horizons Construction Co. Int'l, Inc.	432 W. Meats Ave. Orange, CA 92865	714-626-0000	\$219,452.39	05/03/2017 14:58:42	

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
T.J. JANCA CONSTRUCTION, INC.	1000002326	ORANGE	ORANGE	05/31/2018	06/30/2017

**CITY OF PERRIS
PUBLIC WORKS CONTRACT FOR
FOSS FIELD IMPROVEMENT PROJECT
(Specification No. #LMDGF 1-2016-17-03)**

THIS PUBLIC WORKS CONTRACT (herein "Agreement") is made and entered into this 30 day of May, 2017, by and between the CITY OF PERRIS, a municipal corporation, (herein "City") and T.J. Janca Construction, Inc., (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Contract.

The complete contract includes all contract documents, to wit: Foss Field Improvements Project Specifications and Information for Bidders (Specification No. #LMDGF 1-2016-17-03), which are incorporated by this reference as though set forth in full herein.

1.2 Scope of Services.

In compliance with all of the terms and conditions of this Agreement, the Contractor shall furnish all tools, equipment, services, apparatus, facilities, transportation, labor, building/encroachment permits, disposal and materials necessary and reasonably incidental needed to remove existing playground equipment, install new Playground Equipment for appropriate activities for children from ages 2-5 and 5-12; and install a soft-fall Pour-In-Place Rubberized Surfacing System under all playground equipment at Foss Field Park, 138 Perris Boulevard, Perris CA. 92570 in strict accordance with the Specifications and Information for Bidders, Specifications No. # LMDGF 1-2016-17-03. Contractor warrants that all work and services set forth in the Scope of Service will be performed in a competent, professional and satisfactory manner.

1.3 Incorporation of and Compliance With State, Federal and Local Law.

All applicable State of California, Federal, and local laws, statutes, rules, regulations, orders, determinations, and resolutions required to be contained in public works contracts which are not specifically referenced in the Agreement are incorporated herein by this reference. The Contractor is responsible for and has an independent duty to be familiar with all State of California, Federal, and local laws, statutes, rules, regulations, orders, determinations, and resolutions related to, pertaining to, and/or associated with the work and services to be provided under the Agreement. All work and services rendered hereunder shall be provided in accordance with all laws, statutes, rules, regulations, orders, determinations, and resolutions of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.4 Licenses, Permits, Fees and Assessments.

If applicable, Contractor 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.

1.5 Additional Services

City shall have the right at any time during the performance of the work and 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 signed and authorized written order is first given by the Contract Officer to the Contractor, 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 Contractor. City and Contractor agree to negotiate the cost for additional services based on the unit pricing proposed by the Contractor in the original Bid Schedule of Values found in Section BF, "Bid Form," of Specification No. #LMDGF 1-2016-17-03. City and Contractor agree that City may seek additional cost estimates from third party contractors to perform additional services. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, while City seeks estimates from third party contractors to perform additional services. Written orders shall be made on forms prescribed by the Contract Officer in accordance with Part I "Procedural Documents," Section CO of (Specification No. #. LMDGF 1-2016-17-03) any increase in compensation of up to ten percent (10%) of the Contract Sum; or in the time to perform of up to one hundred eighty (180) days 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 Contractor that the provisions of this Section shall not apply to services and work specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the work and services to be provided pursuant to the Scope of Services may be more costly or time consuming than the Contractor anticipates and that the Contractor shall not be entitled to additional compensation therefore.

2.0 **COMPENSATION**

2.1 Contract Sum.

For the services rendered pursuant to this Agreement, the Contractor shall be compensated, except as provided in Section 1.5, the sum of one hundred fifty thousand one hundred and three and 00/100 dollars (\$150,103.00), in accordance with Parts 2, 3, and 4 titled "General Provisions," "Standard Provisions," and "Construction Materials, Methods & Specifications and Payment Requirements," respectively, of Specification No.# LMDGF 1-2016-17-03; and Section BF, "Bid Form," "Bid Schedule of Values" of Specification No.# LMDGF 1-2016-17-03.

2.2 Method of Payment.

Contractor shall submit to the City, an invoice for services rendered prior to the date of the invoice. In accordance with Parts 2, 3 and 4; and Section BF, "Bid Form," of Specification No. # LMDGF 1-2016-17-03; and upon receipt and approval of invoice by the City, City shall pay Contractor within a reasonably prompt manner consistent with City's normal procedures for payable accounts, but not to exceed thirty (30) days from date received by City, unless otherwise directed by the labor compliance officer. Progress payments shall be issued upon successful completion of items listed on the bid schedule of values, and inspection made by the City, unless otherwise directed by the project manager or labor compliance officer. A retention of ten percent (10%), unless otherwise directed by the project manager shall be withheld from this payment. Upon completion of the work by the contractor, a final inspection shall be made by the City. Unless otherwise directed by the project manager, upon approval, the City shall file a Notice of Completion and a final payment will be issued (minus ten (10%) percent retention). The final retention payment shall be issued following 45 days from the filing of the Notice of Completion, unless otherwise directed by the labor compliance officer. The City must pay interest at the legal rate on any Contractor payment request not paid within 30 days of its submission when the validity of the request is not disputed and the request has been properly submitted. (Public Contract Code § 20104.50.)

2.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (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 Contractor's acts or omissions in performing or failing to perform Contractor'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 Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, 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 Contractor to insure, indemnify, and protect City as elsewhere provided herein.

3.0 COORDINATION OF WORK

3.1 Representative of Contractor.

Tim Janca, is designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

3.2 Contract Officer.

Michael Morales, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City Manager of City shall have the right to designate another Contract Officer at any time.

3.3 Prohibition Against Subcontracting or Assignment.

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

3.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor 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. Contractor 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 for any purpose become or deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise of Contractor.

4.0 INSURANCE, INDEMNIFICATION AND BONDS

4.1. Insurance.

The Contractor 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 written on a per occurrence basis with a combined single limit of at least \$2,000,000 bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations. The Commercial General Liability Policy shall name the City of Perris, California, its officers, employees and agents as additional insureds in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Business Automobile Insurance. A policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of \$1,000,000 bodily injury and property damage. Said policy shall include coverage for owned, non-owned, leased and hired cars.

All of the above policies of insurance shall be primary insurance. The insurer shall waive all rights of subrogation and contribution it may have against the City of Perris, California, its officers, employees and agents, and its insurers. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation 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 the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City.

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

In the event the Contractor subcontracts any portion of the work in compliance with Section 3.3 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same polices of insurance that the Contractor is required to maintain pursuant to this Section.

4.2. Indemnification.

(a) To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Perris, California, its elected and appointed officials and members, officers, attorneys, agents, representatives, consultants, employees, directors, shareholders, successors, and assigns (individually as "Indemnitee" and collectively, "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, expert witnesses, consultants, or other professionals and all costs associated therewith (collectively, "Claims"), to the extent arising or claimed to arise out of, in connection with, resulting from, or related to any negligent act, error, omission or failure to act of Contractor or any of its subcontractors and their respective officers, agents, servants, employees, subcontractors, materialmen, suppliers or Contractor's failure to perform or negligent performance of any term, provision, covenant or condition of the Agreement or the Scope of Services, including this indemnity provision. This indemnity also applies to any Claims of any type or nature asserted on behalf of any of Contractor's subcontractors. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision. An Indemnitee shall have the right to select the attorneys to represent it in the event of a Claim and at Contractor's expense. Contractor shall pay Indemnitees for any attorneys' fees, consultant and expert witness fees and costs incurred in enforcing this indemnification provision. This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been

required under the Agreement or any additional insured endorsements, which may extend to Indemnitees.

(b) Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against any Indemnitee with respect to those Claims as to which such Indemnitee is indemnified under Section 4.2(a) above, except for such Claims which are the result of such Indemnitee's willful misconduct.

(c) In the event the City of Perris, California, its officers, agents or employees are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operations or activities of Contractor hereunder, Contractor agrees to pay to the City of Perris, California, officers, agents or employees, any and all costs and expenses incurred by the City of Perris, California, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

4.3 Sufficiency of Insurer or Surety.

Insurance or bonds 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 City's Risk Manager or designee of the City due to unique circumstances. In the event the City's Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 4 may be changed accordingly upon receipt of written notice from the City's Risk Manager or designee; provided that the Contractor shall have the right to appeal a determination of increased coverage by the City's Risk Manager to the City Council within ten (10) days of receipt of notice from the City's Risk Manager.

4.4 Labor and Materials Bond.

Concurrently with the execution of this Agreement, Contractor shall deliver to City a labor and materials bond in a sum not less than one hundred percent of the total amount payable by the terms of the Agreement, in the form provided by the City Clerk, which secures payments to subcontractors and suppliers in the event of default by Contractor. The labor and materials bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The labor and materials bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor completely and faithfully pays all subcontractors and suppliers that have been approved in writing to perform in whole or part the services required herein. If Contractor is the provider of architectural, engineering, and land surveying services pursuant to an existing contract with City for a public work, Contractor shall not be required to post or deliver a labor and materials bond.

4.5 Performance Bond.

Concurrently with execution of this Agreement, Contractor shall deliver to City a performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement, unless such requirement is waived by the Contract Officer. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.0 **TERM**

5.1 Time For Completion and Liquidated Damages.

The work for the Foss Field Improvements Project, Specification No. # LMDGF 1-2016-17-03, shall commence on the 5th day of June, 2017, and shall be completed within sixty (60) calendar days from and after said date. It is expressly agreed that, except for extensions of time duly granted in writing by the City Manager and for reasons authorized in this Agreement, time shall be of the essence, and contractor shall be held responsible for liquidated damages in a sum equal to one thousand and 00/100 dollars (\$1,000.00) for each and every day after the permitted time if the work is not completed to the City's satisfaction.

5.2 Force Majeure.

The time period(s) specified in this Agreement 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 Contractor, 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 Contractor shall within ten (10) calendar 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 Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

5.3 Termination for Default of Contractor.

If the Contract Officer determines that the Contractor is in default due to the Contractor's failure to fulfill its obligations under this Agreement, City will give Contractor a written Notice of Default which will be served personally on the Contractor's representative or sent via U.S. First Class Mail to the Contractor at the address set forth in Section 8.1. The Contractor shall continue performing its obligations hereunder so long as the Contractor

commences to cure such default within ten (10) calendar days of service of such notice and completes the cure of such default within forty-five (45) calendar days after service of the notice, or such longer period as may be permitted by the City; provided that if the default is an immediate danger to the health, safety and general welfare, the City reserves the right to not notify the Contractor of the default and to take any and all action that may be necessary to cure the default.

If a Notice of Default is issued and the Contractor fails to cure the default within the time periods set forth in this Section, the City may take over the work and prosecute the same to completion by contract or otherwise. The City may use any portion or all of the Contract Sum to pay for said work. The Contractor 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).

Contractor agrees that if the default is an immediate danger to the health, safety, and general welfare, the City may take immediate action to cure the default and the Contractor shall be liable for all costs and expenses associated with curing the default.

Compliance with the provisions of this Section shall only be a condition precedent to termination of this Agreement for cause. Such compliance shall not be a waiver of the City's right to take legal action in the event that the dispute is not cured. Further, compliance with this Section shall not be a waiver of the City's right to seek liquidated damages or other damages from the Contractor caused by the Contractor's failure to comply with any term of the Agreement.

5.4 Resolution of Contractor Construction Claims.

Public Contracts Code section 20104 et. seq. sets forth detailed procedures for resolving disputes of \$375,000 or less. In the event that a dispute, valued at \$375,000 or less, arises as a result of the work described in this Agreement, the Contractor shall notify the City in writing of its contentions by submitting a claim therefore. Contractor and City shall comply with the detailed procedures stipulated in Public Contract Code Section 20104-20104.6, for resolving claims of \$375,000 or less.

In the event of any dispute valued at more than \$375,000 arises as a result of the work described in this Agreement, the Contractor shall notify the City in writing of its contentions by submitting a detailed claim that sets forth the amount of damages, the basis and/or cause of the damages and all supporting documents which support the claim within ten (10) calendar days after the claim arose. Contractor agrees to submit any additional information or documents requested by the City so it can fully analyze the claim.

In the event of any dispute, the Contractor shall not be relieved of its obligations under this Agreement and shall continue performing its obligations hereunder unless the City agrees in writing to release the Contractor from its obligations under the Agreement. Compliance with the provisions of this Section shall be a condition precedent to any legal action.

6.0 CITY OFFICERS, EMPLOYEES, AND U.S. MEMBERS OF CONGRESS

6.1 Non-liability of City Officers and Employees

No officer or employee of the City shall be personally liable to the Contractor, 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 Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

6.2 Conflict of Interest

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

7.0 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

7.1 Covenants Against Discrimination

Contractor covenants that, by and for itself, its heirs, 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. Contractor 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.

Statement of Equal Opportunity Clause

- (a) Contractor will not discriminate against any employee or applicant for employment because of race, color religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discriminating clause.
- (b) Contractor will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

8.0 MISCELLANEOUS PROVISIONS

8.1 Notice

Any notice, demand, request, document, consent, approval, or 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 addressed as follows:

City

City of Perris
Public Works Department, Engineering Administration Division
101 N. "D" Street
Perris, CA 92570
ATTN: Michael Morales, Capital Improvements Project Manager

Contractor

T.J.Janca Construction Inc.
2328 N. Batavia Street #105
Orange CA 92865
ATTN: Tim Janca, President

8.2 Handicap Accessibility Certification.

Contractor certifies that with respect to the public facilities or parts thereof that are altered by the work in this contract, the altered portions of the facilities shall be construed to be readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs, and meet the laws established by the Americans With Disabilities Act of 1990, Public Law 101-336, and applicable portions of Title 24 of the California Code of Regulations (Access Code).

8.3 Records Retention Clause Examination and Audit

Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Perris, the State Auditor of California, the Federal Government and to any authorized representatives thereof for purposes of audit at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after expiration of any agreement.

8.4 Payroll Records

Contractor shall comply with State Labor Code section 1776, and shall maintain and keep accurate payroll records of employees, and shall certify these records upon request by the City. Said payroll records shall be made available to the City, the State Division of Labor Standards Enforcement, and the State Division of Apprenticeship Standards. If the Contractor fails to comply with State Labor Code Section 1776, Contractor shall be held responsible for penalties as set forth in said section.

Contractors or Subcontractors shall be registered with the Department of Industrial Relations pursuant to Labor Code 1725.5. All Contractor or Subcontractors who perform work on this project must furnish electronic certified payroll reports directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

8.5 Prevailing Wages

Under the State Labor Code, Contractor shall not pay less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate per diem wages for holiday, overtime, health and welfare, pension, vacation and similar purposes to all workers employed on the work described in this Agreement. The City has obtained from the Director of the Department of Industrial Relations, State of California, the determination of general prevailing rates of per diem wages believed to be applicable to the work described in this Agreement, including employer payments for health and welfare, pension, vacation and similar purposes. Contractor shall obtain from the City Clerk said General Prevailing Wage Determination, and post it in a conspicuous place at the site of the work described in this Agreement (Lab. Code § 1773.2.). The statutory provisions for penalties for failure to pay prevailing wages (Lab. Code § 1775) and for penalties for failure to comply with state's wage and hour laws shall be enforced. (Lab. Code § 1813.).

8.6 Working Hours Restriction and Penalties For Non-Compliance

Contractor agrees that eight (8) hours is a legal days work for all employees hired by the Contractor, and that any worker's time of service is restricted to eight (8) hours during any calendar day, and forty (40) hours during any calendar week, unless overtime compensation is paid at not less than one and one half times the basic rate of pay. Contractor shall comply with said working hours restrictions and overtime compensation provisions, and shall pay a penalty of \$50.00 (fifty and 00/100 dollars) for each and every day a worker is employed in violation of said working hours restrictions and overtime compensation provisions.

8.7 Employment of Apprentices

Contractor shall comply with State Labor Code § 1777.5, and shall maintain and keep accurate records of apprentices who are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency; and shall certify these records upon request by the City.

8.8 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.

8.9 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, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.10 Severability

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

8.11 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.

[END – SIGNATURE PAGE FOLLOWS]

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

CITY:
CITY OF PERRIS,
a municipal corporation

Richard Belmudez, City Manager

ATTEST:

Nancy Salazar, Deputy City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

Eric L. Dunn, City Attorney

Affix Corporate Seal

CONTRACTOR:
T.J Janca Construction Inc.

Tim Janca, President

[END OF SIGNATURES]

NOTICE TO ALL BIDDERS

Completion and submittal of all enclosed forms including, but not limited to sheets BF-9 & BF-10 is required and must be included with original bid. Failure to submit the required documents shall be deemed as an incomplete bid and shall not be considered by City as a valid bid.

BID FORM

Bid Date: May 3, 2017
Time: 5:00p.m. (PST)
Place: Active Bidder <http://www.cityofperris.org/city-hall/bids.html>
Project: Foss Field Improvements

TO THE CITY OF PERRIS, hereinafter called the Agency, the undersigned, as Bidder, declares that he has carefully examined the location of the project, that he has examined the plans and specifications and addenda (if any), and has read the Information for Bidders, and hereby proposes and agrees, if this bid is accepted, to furnish all materials to do all work required to complete the said plans and specifications in the time and manner herein prescribed for the Bid Price set forth in the Schedule of Bid Items.

Proposal of T.J. Janca Construction, Inc., hereinafter called "Bidder", organized and existing under the laws of the State of California, doing business as a Corporation. Insert "a corporation", "a partnership", "a joint venture", or "an individual", as applicable.

No separate payment will be made for any item that is not specifically set forth in the Schedule of Bid Items. All costs, therefore, shall be included in the prices named in the Schedule of Bid Items for the various appurtenant items of work. In case of discrepancy between words and figures, words shall prevail.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid, each party thereto certifies, as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor. Since time is of the essence, Bidder hereby agrees to commence work under this Contract on **June 5, 2017** and to fully complete all work on or before the **60th Calendar Day** after receiving the Notice to Proceed. Bidder agrees with the Agency that if the project is not fully completed within said time, he shall pay as liquidated damages the sum of \$1000.00 (one thousand dollars) for each calendar day thereafter until such completion and that this amount shall be presumed to be the amount of damages sustained by Agency in the event of such a breach by Bidder, as it would be impracticable or extremely difficult to fix the actual damage. The undersigned, as Bidder proposes and agrees, if the proposal is accepted, that he will execute a Contract with the Agency in the form set forth in the Contract Documents and that he will accept in full payment thereof the following prices, to wit:

BF-1

Foss Field Improvements

Post Date: 04/11/2017 16:10 PDT

Due Date: 05/03/2017 before 17:00 PDT

Estimated Value: \$130,000

1. Apparent low bidder details for: Janca, Tim / T.J. Janca Construction, Inc.

1) Foss Field Improvements LMDGF 1-2016-17-03

Item	UM	Qty	Unit Pricing	Item Total	
Specifications/General Provisions/Standard Provisions					
1	Mobilization/Demobilization	LS	1	\$500	\$500
2	Protect in Place, remove and replace, adjust to grade, existing park improvements in conflict with project concrete walkways, fencing, accessibility ramps, curb, poles, fixtures, electrical boxes, drains and pipe, systems, conduit, utilities, trees and park signage, etc. whether called out on the plans or not per Plans and Specifications	LS	1	\$500	\$500
3	Demolition and Disposal	LS	1	\$8,224	\$8,224
4	Provide and install Temporary Fencing Securing project areas	LS	1	\$1,030	\$1,030
				Subtotal	\$10,254
Foss Field Improvements					
1	Provide and install park playground equipment for ages 2-5 years and equipment safety panel signage as depicted on drawings per Plans and Specifications	LS	1	\$21,412	\$21,412
2	Provide and install park playground equipment for ages 5-12 years, arch add-a-bay swing set, accelerator swing, and equipment safety panel signage as depicted on drawings per Plans and Specification	LS	1	\$48,628	\$48,628
3	Provide and install pour in place rubberized playground surfacing system per Plans and Specifications	LS	1	\$51,600	\$51,600
4	Prep existing substrate to allow for installation of new rubberized pour in place surfacing system. Install required drainage system and base as needed per Plans and Specifications	LS	1	\$6,940	\$6,940
5	Excavate, form, provide anchor bolts and hardware, and provide and install concrete footings for play equipment (i.e. age 2-5 play equipment) per manufacturer's recommendations	LS	1	\$3,448	\$3,448
6	Excavate, form, provide anchor bolts and hardware, and provide and install concrete footings for play equipment (i.e. age 5-12 play equipment) per manufacturer's recommendations	LS	1	\$4,000	\$4,000
7	Excavate, form, provide anchor bolts and hardware, and provide and install concrete footings for all play equipment (i.e. add-a-bay and accelerator swing sets) per manufacturer's recommendations	LS	1	\$2,981	\$2,981

Foss Field Improvements

Post Date: 04/11/2017 16:10 PDT

Due Date: 05/03/2017 before 17:00 PDT

Estimated Value: \$130,000

1. Apparent low bidder details for: Janca, Tim / T.J. Janca Construction, Inc.

1) Foss Field Improvements LMDGF 1-2016-17-03

Item	UM	Qty	Unit Pricing	Item Total
8 Excavate, form provide anchor bolts and hardware, and provide and install concrete footings for all safety panel signage depicted on drawings per manufacturer's recommendations	LS	1	\$840	\$840
Subtotal				\$139,849
Project Total				\$150,103

BF-2B

Please note the following regarding bids:

- A. At the sole discretion of the City, Award, if made, will be made to one bidder based upon lowest total of all bid items. The City reserves the right to reject any or all bids received.
- B. Bid shall include all sales tax, and all other taxes and fees.
- C. Bid is for a project complete-in-place.
- D. Quantities above are for the purpose of comparison only and payments will be made on the basis of actual measurement of work completed. Measurements which vary from estimated quantities shall require verification by City, and a written change order will be required prior to payment. For quantities indicated as lump sum, Contractor shall be paid at the Contract per lump sum price indicated, and shall include full compensation for all work and no additional compensation will be allowed thereof.
- E. When discrepancies occur between words and figures, the words shall govern.
- F. Notice is hereby given that the Contractor shall comply with the State's latest established prevailing wage decision.
- G. Contractors must be registered and qualified with the California Department of Industrial Relations, in accordance with Labor Code 1771.1(b). All bids must include proof of current, valid registration and qualification status with the Department of Industrial Relations. Public Works Contractor Registration website: <https://efiling.dir.ca.gov/pwcr/search>.

The undersigned, as Bidder, proposes and agrees, if the proposal is accepted, that he will execute a Contract with the Agency in the form set forth in the Contract Documents and that he will accept in full payment thereof the preceding prices as set forth in Bid Schedules.

Quantities above are for the purpose of comparison only and payments will be made on the basis of actual measurement of work completed. Measurements which vary from estimated quantities, shall require verification by City, and a written change order will be required prior to payment. For quantities indicated as lump sum, Contractor shall be paid at the Contract per lump sum price indicated, and shall include full compensation for all work and no additional compensation will be allowed thereof. Where discrepancies occur between words and figures, the words shall govern. Upon receipt of the Notice of Award, Contractor shall submit to the Agency for approval, a detailed breakdown of the Contractor's cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Agency to determine partial payments.

If awarded this contract, the Bidder agrees to execute the Contract and submit the Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary Contract and Insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the Agency may at his option consider the Bidder in default, in which case the Bid Bond, or any deposit in lieu thereof, accompanying the proposal shall become the property of the Agency. Forfeiture of the Bid Bond, or any deposit in lieu thereof, does not preclude the Agency from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written agreement to perform the work at his Bid Price.

The Bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this Proposal.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder T.J. Janca Construction, Inc., proposed subcontractor N/A, hereby certifies that he has _____, has not, x participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41CFR 60-1.7(b)(1)), and must be submitted by Bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in

41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract, subject to the Executive Orders, and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Noncollusion Affidavit
(Title United States Code Section 112 and
Public Contract Code Section 7106)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid or true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION
(Title 49, Code of Federal Regulations, Part 29)

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, office manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

None.

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

N/A

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Certification.

NON LOBBYING CERTIFICATION FOR FEDERAL AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Person who inspected site of the proposed work as a representative of your firm:

Tim Janca
Name (please print)

February 9, 2017
Date of Inspection

Bidder acknowledges receipt of the following Addenda:

NONE

Dated _____
Dated _____
Dated _____
Dated _____

NAME OF BIDDER: T.J. Janca Construction, Inc.

NAME AND TITLE OF SIGNING PARTY: TIM JANCA - PRES

SIGNATURE OF BIDDER: Tim Janca

774195

Contractor's California License No.



T.J. Janca Construction, Inc.

Name of License Holder

B, C61/D12, C61/D34

Type of License

01/31/2018

Expiration Date

Contact Information:

Company Name: T.J. Janca Construction, Inc.

Contact Person: Tim Janca

Title: President

Company Address: 2328 N. Batavia St., #105
Orange, CA 92865

Phone Number: (714) 921-3940

Fax Number: (714) 921-3941

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of section 2.3 of the Standard Specifications, the Bidder shall set forth below the name and location of the mill, shop or office of each Subcontractor and the portions of the work, which will be done by that Subcontractor.

In compliance with the provisions of Section 2-3.2 of said "Standard Specifications" Bidder understands and agrees that the Contract Work described in the Plans and Specifications No. # **FOSS FIELD IMPROVEMENTS (LMDGF #1-2016-17-03)** Requires the Contractor to perform, with its own organization, Contract Work amounting to at least 50% of the Contract Price as provided in Section 2-3.2 Additional Responsibility of the current edition of the "Standard Specifications for Public Works Construction" prepared and promulgated by the Southern California Chapters of the American Public Works Association and Associated General Contractors of California ("Greenbook").

In compliance with the provisions of the Government Code, Section 4100-4108, the undersigned Bidder herewith sets forth the name and location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor on or about the construction site of the work or improvements in an amount in excess of one-half of one percent (½%) of the Contractor's total bid and the portion of the work which will be done by each Subcontractor as follows:

Trade	% Of Work To Be Done	Name	License No.	Address
	No subcontractors to be used.			

* Identify any DBE subcontractors

LISTING OF MANUFACTURERS

The Contractor shall submit this sheet with his Bid to list the manufacturers of materials he intends to use. It shall be understood that where the Contractor elects not to use the material manufacturers called for in the Specifications, he will indicate the name of the Manufacturer he plans to substitute in the form below. Bidder further understands he will substitute only items of equal quality, durability, functional character and efficiency as determined by the City Of Perris. See Section 01631 of these Specifications for substitution procedures and requirements. The Contractor should ascertain prior to bidding the acceptability of substitutes. Only one manufacturer shall be listed for each item.

<u>Specified Item or Material</u>	<u>Name of Proposed Substitute Product Manufacturer or Name of Supplier</u>	<u>Indicate DBE (*)</u>
Age Appropriate Play Equipment Miracle Playground Equipment	As Spec'd	
Pour In Place Rubberized Surfacing Pro-Tect Turf; or Game Time; or No-Fault ; or Spectraturf	As Spec'd	

No change shall be allowed of any material manufacturer listed after receipt of Bids unless the manufacturer so listed cannot furnish materials meeting the Specifications. Any manufacturer, which is not deemed to be equal-to or better in every significant respect to that required by the Contract Documents, shall be rejected at the sole discretion of the Agency. Should such change be allowed by the Agency, bidder shall provide materials meeting the specification, as determined by the Agency, and there shall be no increase in the amount of the Bid originally submitted.

* Identify if Supplier is a DBE.

ANTI-TRUST CLAIM

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

RESPECTFULLY SUBMITTED:

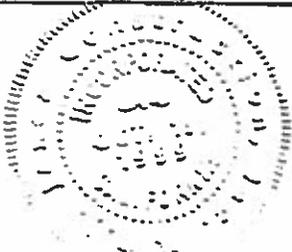
<u>Tim Janca</u> Signature	Tim Janca
President	Please Print
Title	2328 N. Batavia St., #105, Orange, CA 92865
5/1/17	Address
Date	Address
774195	B, C61/D12, C61/D34
Contractor's California License No.	Type of License
T.J. Janca Construction, Inc.	01/31/2018
Name of License Holder	Expiration Date

THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.

33-0879754
Federal I.D. No.

(SEAL-if Bid is by a Corporation)

ATTEST Kelley [Signature]



CERTIFICATION - LABOR CODE SECTION 1861

I, the undersigned Contractor, am aware of the provisions of section 3700 et. seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR:

T.J. Janca Construction, Inc.

Firm Name

Tim Janca

Signature

Tim Janca

Print Name

774195

Contractor's California License No.

01/31/2018

Expiration Date

33-0879754

Federal I.D. No.

(SEAL-if Bid is by a Corporation)

ATTEST

Kirk



CERTIFICATION OF NON-DISCRIMINATION

On behalf of the Bidder making this proposal, the undersigned certifies that there will be no discrimination in employment with regard to ethnic group identification, color, religion, sex, age, physical or mental disability, or national origin; that all Federal, State, and local directives and executive orders regarding nondiscrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

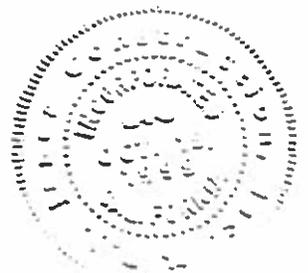
DATED: 5/1/17 T.J. Janca Construction, Inc.
(Name of Bidder)
Tim Janca
(Signature)
Tim Janca, President
(Typed Name and Title)

774195 B, C61/D12, C61/D34
California License No. **Type of License**

T.J. Janca Construction, Inc. 01/31/2018
Name of License Holder **Expiration Date**

774195
Federal I.D. No.

(SEAL-if Bid is by a Corporation)
ATTEST [Signature]



EXPERIENCE STATEMENT

Bidder submits, as part of his bid, the following statements as to his experience qualifications. Bidder certifies that all statements and information set forth below are true and accurate. Bidder hereby authorizes the agency to make inquiry as appropriate regarding his experience.

Bidder has been engaged in the contracting business under his present business name for 16 years.

Bidder's experience in work of a nature similar in type and magnitude to that set forth in the Specification extends over a period of 25 years.

Bidder, as Contractor, has satisfactorily completed all Contracts awarded to him, except as follows:

(Name any/all exceptions and reasons and attach and designate additional pages if necessary.)

N/A

Within the last three years, Bidder has satisfactorily completed the following contracts covering work similar in type and magnitude to that set forth in these Specifications for the following owners (name person, firms, or authorities):

<u>Name & Address of Owner/Agency</u>	<u>Representative and Telephone</u>	<u>Type of Work, Year Completed & \$ Amount</u>
Orange County Head Start 2501 S. Pullman St., #100 Santa Ana, CA 92705	Brett Young 949-596-8295	Demo, concrete, fencing, drainage, new play equipment, shade shelter, and poured-in-place surfacing. Complete 2017 - \$120,000
Santa Ana USD 1601 E. Chestnut Ave. Santa Ana, CA 92701	Albert Bolanos (714) 480-5365	Demo, install play equipment and poured-in-place surfacing. Completed 2017 - \$163,000
Fullerton School District 1401 W. Valencia Dr. Fullerton, CA 92832	Bob Macauley (714) 447-7440	Demo surfacing, site prep, and installation of poured-in-place surfacing. Completed 2015 - \$52,800

(Bidder shall attach and properly designate additional pages, if necessary.)

PUBLIC WORKS CONTRACTOR REGISTRATION DOCUMENTATION

Pursuant to Section 1771.1 of the Labor Code, Bidder submits, as part of his bid, the following information verifying his and his listed subcontractors active registration with the Department of Industrial Relations and eligibility to perform public work pursuant to Section 1725.5 of the Labor Code. Bidder certifies that all statements and information set forth below are true and accurate. Bidder hereby authorizes the agency to make inquiry as appropriate regarding his and his subcontractors registration status.

Name & Address of Contractor/Subcontractor <u>License Type & Number</u>	Registration <u>Number</u>	Registration <u>Date</u>	Registration <u>Expiration</u>
--	---------------------------------------	-------------------------------------	---

N/A

SEE Attached

(Bidder to attach Public Works Contractor Web Search Extracts for him and his subcontractors).

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
T.J. JANCA CONSTRUCTION, INC.	1000002328	ORANGE	ORANGE	05/31/2016	06/30/2017

<u>MATERIAL</u>	<u>TEST REQUIRED</u>	<u>CALIFORNIA TEST</u>
Permeable Material	Grading	202
	Sand Equivalent	217
	Durability Index	229
Imported Material (Shoulder Backing)	Grading	202
	Sand Equivalent	217
	Durability Index	229
Aggregate Subbase	Grading	202
	Sand Equivalent	217
	Resistance (R-Value)	301
Aggregate Base	Grading	202
	Sand Equivalent	217
	Resistance (R-Value)	301
	Durability Index	229
	Percentage of crushed particles	205
Screenings	Grading	202
	Loss in Los Angeles Rattler	211
	Crushed Particles	205
	Film Striping	302
	Cleaness valve	227
Asphalt Concrete (Except Open Graded)	Grading	202
	Specific Gravity	206
	(coarse & fine aggregate)	208
	Percentage of crushed particles	205
	Loss in Los Angeles Rattler	211
	Sand Equivalent	217
	Film Striping	302
	Kc Factor (CKE)	303
	Kf Factor (CKE)	303
	Stabilometer	366
	Swell	305
Moisture Vapor Susceptibility	307	
Optimum Bitumen Content*	367	
Open Graded AC, Asphalt Treated Permeable Material, Asphalt Treated Permeable Base	Grading	202
	Crushed Particles	205
	Loss in Los Angeles Rattler (500 revolutions)	211
	Durability Index	229
	Firm Striping	310 or 362 or 379

*(Not shown in Construction Manual, use CDE frequency.)

Note: Should any potential source sampling and testing be waived by reason of previous acceptance of material from the source, there will be no reduction in contract prices by reason of such waiver.

FOREIGN MATERIALS – The requirements of the fifth paragraph in Section 6-1-08, "Foreign Materials," of the Standard Specifications shall not apply.

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: May 30, 2017

SUBJECT: **Annexation of parcels into CFD 2001-3 (North Perris Public Safety District) – Annexation No. 23**
Project: Optimus Logistics Center
Owner: RG-Optimus LLC
APNs: 314-170-005-5, 314-170-007-7, 314-170-013-2, 314-170-014-3, 314-170-015-4, 314-170-016-5, 314-180-001-2, 314-180-007-8, 314-180-009-0, 314-140-056-8, 314-180-010-0, 314-180-011-1, 314-180-013-3 and 314-180-014-4

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

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

BACKGROUND/DISCUSSION:

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

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

This Resolution will commence the annexation process for the property described on the map attached to the resolution to the District. This resolution will set a public hearing for July 11, 2017 regarding the proposed annexation. An election will be held following the public hearing. At that time the landowner will vote on annexing their property to the District and levying special taxes within their District. The special tax levy for Fiscal Year 2017-18 is \$336.46 for Single-Family Residential Units, \$67.29 for Multi-Family Residential Units, and \$1,345.86 per Acre for Non-Residential Parcels. For each subsequent fiscal year following Fiscal Year 2017-2018, the Maximum Special Tax may be increased by an amount not to exceed two percent (2.00%) per year.

BUDGET / FISCAL IMPACT:

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

Prepared by: **Daniel Louie, Willdan Financial Services**

City Attorney:

Interim Assistant City Manager: 

Assistant Finance Director: 

Consent: **May 30, 2017**

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 23]

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

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

WHEREAS, on June 10, 2002, an election was held within the District at which the qualified electors approved by more than a two-thirds (2/3) vote the proposition of levying a special tax pursuant to a special tax formula (the "Rate and Method of Apportionment") as set forth in Resolution No. 2912 and attached hereto and incorporated herein as Exhibit "A", showing the tax levels in fiscal year 2005-06 and certain changes to indicate commencement of the levy the special tax; and

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

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

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

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

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

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

Section 2. It is the intention of the Council, acting as the legislative body of the District, to annex the Property to the District under and pursuant to the terms and provisions of the Act. The boundaries of the Property proposed for annexation to the District are more particularly described and shown on that certain map entitled "Annexation Map No. 23 to Community Facilities District No. 2001-3 (North Perris Public Safety)" that has been filed with the City Clerk of the City and a copy of which, together with a legal description of such territory, is described in Exhibit "B". The City Clerk is hereby authorized and directed to endorse the Certificate on said map evidencing the date and adoption of this resolution and is further authorized and directed to file said map with the County Recorder of the County of Riverside in accordance with the provisions of Section 3111 of the California Streets and Highways Code within fifteen (15) days of the adoption of this resolution and not later than fifteen (15) days prior to the date of the public hearing as set forth in Section 5 hereof.

Section 3. It is the intention of the Council to order the financing of (1) fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; (2) police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto (collectively, the "Services"); and (3) the incidental expenses to be incurred in connection with financing the Services and forming and administering the District (the "Incidental Expenses"). The Services are public services that the City or a public agency is authorized by law to contribute revenue to or to provide. A description of the types of Services to be financed is set forth in Resolution No. 2912 and incorporated herein by reference. The Services to be financed by or on behalf of the District are necessary to meet increased demand upon the City and other public agencies as a result of development occurring within the boundaries of the Property. The Property, on a per unit basis, will share in the cost of the Services in the same proportion as units with the existing District pursuant to the Rate and Method of Apportionment.

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

Section 4. It is the intention of the City Council that, except where funds are otherwise available, a special tax sufficient to pay for the Services and the Facilities, including the repayment of funds advanced to the District, annual administration expenses in determining, apportioning, levying and collecting such special taxes, secured by recordation of a continuing lien against all non-exempt real property within the boundaries of the Property, will be levied annually on land within the boundaries of the Property. The Rate and Method of Apportionment shall remain unchanged as a result of the proposed annexation, except that the conditions to commencement of the tax have been met. The Property will be subject to the Special Tax pursuant to the Rate and Method of Apportionment. The special tax as apportioned to each parcel within the Property is fairly apportioned as determined by the City Council and as permitted by Section 53339.3 of the Act, and the apportionment of the special tax is not on or based upon the value or ownership of real property.

Section 5. Notice is hereby given that on the 11th day of July 2017, at the hour of 6:30 p.m., or as soon thereafter as is practicable, in the chambers of the City Council of the City of Perris, 101 North "D" Street, Perris, California 92570, a public hearing will be held at which the City Council, as the legislative body of the District, shall consider the proposed annexation of the Property and all other matters as set forth in this Resolution of Intention. At the above-mentioned time and place for such public hearing, any persons interested, including all taxpayers, property owners and registered voters within the District and the Property proposed to be annexed, may appear and be heard, and such testimony for or against the proposed annexation will be heard and considered.

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

Section 7. If, following the public hearing described herein, the Council determines to annex the Property to the District and levy a special tax thereon, the Council shall then submit the annexation of the Property and levy of the special tax to the qualified voters of the Property. If at least twelve (12) persons, who need not necessarily be the same twelve (12) persons, have been registered to vote within the territory of the Property for each of the ninety (90) days preceding the close of the public hearing, the vote shall be by registered voters residing within the Property, with each voter having one (1) vote. Otherwise, the vote shall be a mail ballot election, consistent with Section 53327.5 of the

Act, by the landowners of the Property who are owners of record at the close of the public hearing, with each landowner having one (1) vote for each acre or portion of an acre of land owned within the Property. The number of votes to be voted by a particular landowner shall be specified on the ballot provided to that landowner.

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

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

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

ADOPTED, SIGNED and APPROVED this 30th day of May, 2017.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, NANCY SALAZAR, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number _____ was duly and regularly adopted by

the City Council of the City of Perris at a regular meeting held the 30th day of May, 2017, by the following called vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

City Clerk, Nancy Salazar

Exhibit A

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

SPECIAL TAX RATE AND METHOD OF APPORTIONMENT

A. BASIS OF SPECIAL TAX LEVY

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

B. DEFINITIONS

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

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

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

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

Base Year means Fiscal Year ending June 30, 2006.

City means the City of Perris, California.

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

Resolution No. _____

County means the County of Riverside, California.

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

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

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

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

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

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

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

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

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

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

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

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

Resolution No. _____

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

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

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

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

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

C. DURATION OF THE SPECIAL TAX

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

D. ASSIGNMENT OF MAXIMUM SPECIAL TAXES

1. Classification of Parcels

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

2. Maximum Special Tax Rates

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

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

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

E. SETTING THE ANNUAL SPECIAL TAX LEVY

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

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

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

F. ADMINISTRATIVE CHANGES AND APPEALS

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

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

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

G. MANNER OF COLLECTION

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

Resolution No. _____

Exhibit B

**COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 23**

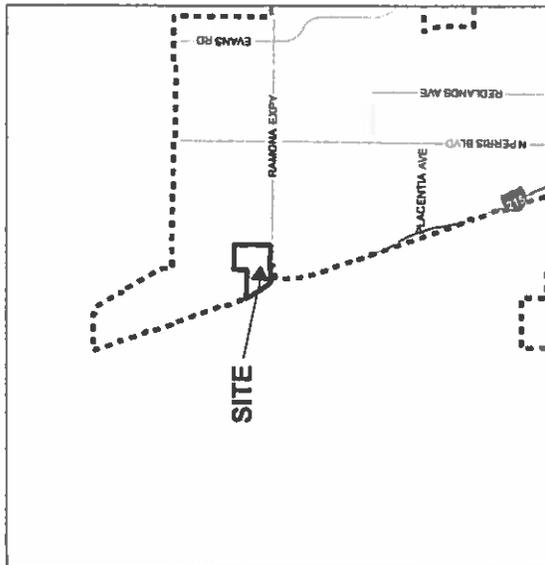
BOUNDARY MAP

[See Attached]

ANNEXATION MAP NO. 23 TO COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

VICINITY MAP



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER	MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	314-140-058	8	314-180-001
2	314-170-005	9	314-180-007
3	314-170-007	10	314-180-009
4	314-170-013	11	314-180-010
5	314-170-014	12	314-180-011
6	314-170-015	13	314-180-013
7	314-170-016	14	314-180-014

FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____, 20____.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 23, TO COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY), CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20____, BY ITS RESOLUTION NO. _____.

CITY CLERK
CITY OF PERRIS

FILED THIS _____ DAY OF _____, 20____, AT THE HOUR OF _____ O'CLOCK _____ P.M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AND PARCELS _____ IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

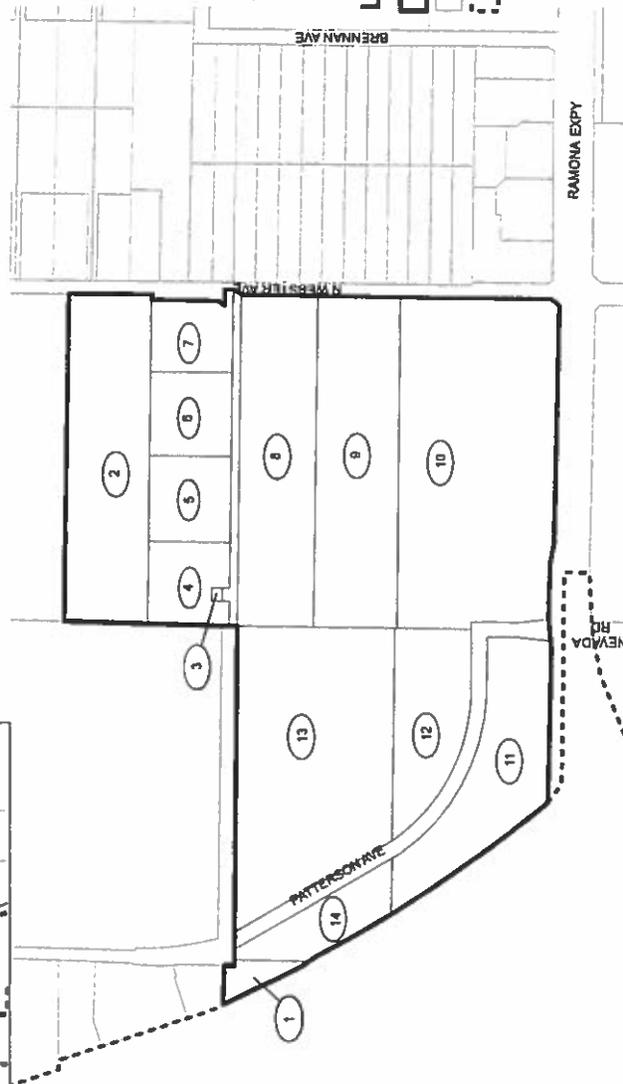
REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS RECORDED WITH THE RIVERSIDE COUNTY RECORDERS OFFICE ON DECEMBER 19, 2001, IN BOOK 50 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 48.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THE DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

Legend

- Proposed Annexation Boundary
- MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY



WILLDAN
Financial Services

27368 VIA INDUSTRIA, SUITE #200
TEMECULA, CA 92590
(951) 967-3500

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: May 30, 2017

SUBJECT: SAS 114 Audit Planning Letter from Teaman, Ramirez & Smith, Inc. (City Audit Firm)

REQUESTED ACTION: Receive and file planning letter prior to FY 16-17 audit commencement

CONTACT: Jennifer Erwin, Assistant Director of Finance

BACKGROUND/DISCUSSION:

Statements on Auditing Standards (SASs) are issued by the Auditing Standards Board (ASB), the senior technical body of the AICPA designated to issue pronouncements on auditing matters applicable to the preparation and issuance of audit reports. Effective for audits of financial statements for periods beginning on or after December 15, 2006, SAS 114 requires each audit firm to communicate clearly with those charged with governance (City Council and management) the responsibilities of the auditor in relation to the financial statement audit, and an overview of the scope and timing of the audit. Teaman, Ramirez, & Smith, Inc., the City's audit firm, is providing that communication in accordance with SAS 114 prior to the commencement of the FY 2016-2017 audit.

Staff recommends that the City Council receive and file the SAS 114 letter.

BUDGET (or FISCAL) IMPACT: No fiscal impact.

Reviewed by:

Interim Assistant City Manager 

Assistant Director of Finance 

Attachments:

1. SAS 114 letter addressed to City Council

Consent

May 11, 2017

City Council
City of Perris
Perris, CA

We are engaged to audit the financial statements of the governmental activities, business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Perris (the "City") for the year ended June 30, 2017. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

Our Responsibilities under U.S. Generally Accepted Auditing Standards, *Government Auditing Standards*, and the Uniform Guidance

As stated in our engagement letter dated May 2, 2017, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we will consider the City's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting. We will also consider internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Uniform Guidance.

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we will perform tests of its compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit. Also in accordance with the Uniform Guidance, we will examine, on a test basis, evidence about the City's compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement applicable to each of its major federal programs for the purpose of expressing an opinion on the City's compliance with those requirements. While our audit will provide a reasonable basis for our opinion, it will not provide a legal determination on the City's compliance with those requirements.

Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement.

We are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to *management's discussion and analysis, schedule of the City's proportionate share of the net pension liability, schedule of contributions, schedule of funding progress for CPRHP and required budget to actual schedules*, which supplements the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We have been engaged to report on the *combining statements, budget to actual schedules* (other than RSI), and *statement of changes in fiduciary assets and liabilities*, which accompany the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

We have not been engaged to report on the *introductory section and statistical section*, which accompany the financial statements but are not RSI. Our responsibility with respect to this other information in documents containing the audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether this other information is properly stated. This other information will not be audited and we will not express an opinion or provide any assurance on it.

As part of the audit, we will assist with the preparation of the State Controller Reports, federal and state information tax returns, schedule of expenditures of federal awards, GASB 68 net pension liability and related deferred outflows/inflows calculation, financial statements and related notes. However, this assistance does not constitute an audit under *Government Auditing Standards* and is considered nonaudit services. Management is responsible for overseeing and accepting responsibility for these services.

Planned Scope, Timing of the Audit, and Other

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the City and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting

on behalf of the City. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

We expect to begin our final audit fieldwork on approximately October 2, 2017 and issue our report approximately in December 2017. Richard Teaman is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of the City Council and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Teaman Ramirez & Smith, Inc.

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: May 30, 2017

SUBJECT: Second Amendment to the Franchise Agreement between the City of Perris and CR&R Incorporated, for the collection, transportation, recycling, composting and disposal of solid waste and construction debris and for providing temporary bin/rolloff services

REQUESTED ACTION: That the City Council approve and authorize the Mayor to execute the Second Amendment

CONTACT: Eric Dunn, City Attorney

BACKGROUND/DISCUSSION:

On October 25, 1993 the City and CR&R Incorporated entered into an agreement entitled "Agreement between the City of Perris and CR&R Incorporated for the Collection, Transportation, Recycling, Composting, and Disposal of Solid Waste and Construction Debris and for Providing Temporary Bin/Rolloff Services" ("Franchise Agreement"). The Franchise Agreement was amended on May 30, 1995 to reflect the termination of the solid waste transfer and recycling facility ("MRF") originally referenced in the Franchise Agreement.

The proposed second amendment is in response to legislation that was signed in October 2014 (AB 1826) and which requires that businesses that meet specified threshold criteria arrange for recycling the organic waste they generate beginning April 1, 2016. In addition, the new legislation mandates that local agencies provide information to CalRecycle beginning August 1, 2017 about local organic waste recycling programs.

The proposed second amendment expands CR&R's services to include organic recycling services and a fee increase to account for the additional cost of organic recycling services as mandated under the new legislation. As part of the additional services, CR&R will direct all residential organic waste generated within the City limits to its Anaerobic Digester Processing Facility (AD Facility) located within the City. CR&R will also make available a Kitchen Food Scrap Pail, upon individual customer request, to single family residential service recipients only. The first Food Scrap Pail will be provided at no cost to the resident. Additional Food Scrap Pails, above and beyond the first pail, will be charged at the rate indicated on the notice. CR&R will provide a separate bin or cart for organic waste collection based upon the individual customer's organic waste generation volume, and will collect the organic waste in separate vehicles.

The rates for the organic waste recycling services to be charged by CR&R are in addition to the current rates and are detailed in the attached 45-day notice. If approved, the proposed second amendment will go into effect July 1, 2017.

On April 7, 2017, the City published the 45-day notice required under Section 6 of Article XIID of the California Constitution (Proposition 218) regarding the proposed second amendment to inform the public about the opportunity to protest the fee increase by submitting written protests and/or by attending this public hearing.

BUDGET (or FISCAL) IMPACT:

The cost associated with the additional reporting mandated by the new legislation is uncertain at this time. CR&R will make renewable natural gas ("RNG") available to the City's natural gas fleet at no charge to the City for up to an initial fleet size of 30 vehicles and adding one (1) more vehicle every subsequent year for up to a maximum fleet size of 40 vehicles.

Reviewed by:

City Attorney X
Assistant City Manager DM
Assistant Finance Director XJF

Attachments:

1. Second Amendment to the Franchise Agreement between the City of Perris and CR&R Incorporated, for the collection, transportation, recycling, composting and disposal of solid waste and construction debris and for providing temporary bin/rolloff services.
2. 45 day notice of solid waste collection fee increase.

Consent: XX
Public Hearing:
Business Item:
Other:

**SECOND AMENDMENT TO THE FRANCHISE AGREEMENT BETWEEN THE CITY OF
PERRIS AND CR&R INCORPORATED, FOR THE COLLECTION, TRANSPORTATION,
RECYCLING, COMPOSTING AND DISPOSAL OF SOLID WASTE AND CONSTRUCTION
DEBRIS AND FOR PROVIDING TEMPORARY BIN/ROLLOFF SERVICES**

This Second Amendment to the Franchise Agreement (“Amendment No. 2”) is entered into as of _____, 2017 by and between the City of Perris, a Municipal Corporation (“City”) and CR&R Incorporated, a California Corporation (“Grantee”). The parties are individually referred to as “Party” and collectively referred to as “Parties.”

RECITALS

- A. Pursuant to Section 40059(a)(1) of the California Public Resources Code, the City Council for the City of Perris has determined that the public health, safety and well being will be served by an exclusive franchise awarded to a qualified enterprise for the collection, transportation, recycling, composting, and disposal of solid waste and construction debris and for providing temporary bin/rolloff services in residential, commercial, constructions, and industrial areas of the City.
- B. On October 25, 1993 the City and Grantee entered into that certain agreement entitled “Agreement between the City of Perris and CR&R Incorporated for the Collection, Transportation, Recycling, Composting, and Disposal of Solid Waste and Construction Debris and for Providing Temporary Bin/Rolloff Services” (“Franchise Agreement”).
- C. On May 30, 1995, the City and Grantee amended the Franchise Agreement to reflect the termination of the solid waste transfer and recycling facility (“MRF”) referenced in the Franchise Agreement (“Amendment No. 1”).

OPERATIVE PROVISIONS

NOW, THEREFORE, the Parties hereby agree to amend the Franchise Agreement for the second time as follows:

1. **Amendment to SECTION 2 of the Franchise Agreement.** “Organic Waste” and “Green Waste” are hereby defined by adding the following two items to **SECTION 2 (“DEFINITIONS”)**:

“G. Organic Waste.

“Organic Waste” shall mean food waste, green waste, landscape and pruning waste, compostables, nonhazardous wood waste and soiled paper waste that is mixed in with food waste. Organic Waste does not include “Special Wastes” as defined herein.

H. Green Waste.

“Green Waste” shall mean grass clippings, leaves, twigs, tree trimmings, weeds, lumber, manure, food scraps and food waste.”

2. Amendment to SECTION 5 of the Franchise Agreement.

2.1. Subsection "B" ("Single Family Residential") of SECTION 5 ("SERVICES PROVIDED BY GRANTEE") is hereby amended by adding paragraphs (3) through (6), inclusive, as follows:

"(3). Residential Organic Waste. Effective July 1, 2017 Grantee shall direct all Residential Organic Waste generated within the City Limits to its Anaerobic Digester Processing Facility ("AD Facility") located in the City. All Organic Waste processed in the AD Facility shall be diverted from the landfill and receive full diversionary credit. Costs for this service shall be as outlined in Rate Resolution _____. Grantee shall also make available a FREE 1.9 gallon kitchen food waste pail ("Pail") to all City residents. The Pail shall be specially designed to store food waste in the kitchen before the material goes into the green waste cart for collection at the curb. Grantee shall coordinate and make personnel available to distribute the Pails to residents at two (2) events at a specific designated location. After the two (2) distribution events are held, Pails shall be made available for pick up at Grantee's office and at City Hall. Additional Pails, above and beyond the first Pail, shall be at a charge as outlined in the Rate Resolution _____."

(4). Additional Clean-Up Event. In addition to the two (2) citywide clean-up events described in this Section 5, Grantee shall open the transfer station located at 1706 Goetz Road ("Transfer Station") to City residents for delivery of bulky items, yard waste and various other non-hazardous household items. This free disposal service shall occur in conjunction with the two (2) citywide clean-up events. The Transfer Station shall be open to City residents the week prior to the events in order to accept these items for disposal. There shall be a limit of two (2) deliveries by residents to the Transfer Station per clean-up week and proof of residency will be required. These events are intended for residential customers only within the City limits and not for businesses or industrial customers."

(5). Compost Give-Away Event. Grantee shall conduct a bi-annual compost give-away in conjunction with the City's two (2) citywide clean-up events. Grantee shall provide residential customers with up to one pick-up bed full of compost free of charge. Compost give-away locations may be located either at Grantee's yard or at some other location designated by the City."

(6). Residential Sharps Program. Grantee shall make a needles collection program available to residential customers in a safe, confidential and regulatory-compliant manner. The program shall include but shall not be limited to in-home collection service, safe transport via United States Postal Service, a primary collection container with a prepaid return shipping box, instructions and serialized package tracking."

2.2. Subsection "C" ("Commercial, Industrial and Multi-Family") of SECTION 5 ("SERVICES PROVIDED BY GRANTEE") is hereby amended by adding paragraph "(4)" as follows:

"(4). Commercial, Industrial and Multi-Family Organic Waste. Effective July 1, 2017, Multi-Family, Commercial and Industrial customers shall have the option of diverting their Organic Waste through a Grantee provided Organics Recycling Program. Grantee shall provide a separate bin or cart for these purposes depending upon the individual customer's Organic Waste generation rates. All Organic Waste shall be collected in separate Organic Waste collection vehicles. Organic Waste shall be processed at Grantee's AD Facility located in the City. Organic Waste shall be diverted from the landfill and receive full diversionary credit. These new services shall meet all State of California Organics Recycling requirements pursuant to Assembly Bill 1826. The costs for these services and the contamination allowances shall be charged as outlined in Rate Resolution _____."

2.3. Subsection "I" ("Additional Services") of SECTION 5 ("SERVICES PROVIDED BY GRANTEE") is hereby amended by adding paragraph "(10)" as follows:

"(10). Renewable Natural Gas. Grantee shall make renewable natural gas ("RNG") available to the City's natural gas fleet at no charge to the City, at the fast fill station located at 1706 Goetz Road in the City of Perris, for up to an initial fleet size of 30 vehicles. Fleet size may be increased by one (1) vehicle every subsequent year to this Amendment No. 2, for up to a maximum fleet size of 40 vehicles. Any RNG volume needed to accommodate the initial fleet size and any additional fleet vehicles shall continue to be at no charge to the City and with no volume limitations. The City shall have two (2) designated fast fill hoses for City fleet vehicles. Any fast fill hose dispensing method or modification needed (such as nozzle size) to make the fast fill hoses usable by the City shall be provided at Grantee's sole expense."

3. Amendment to SECTION 6 of the Franchise Agreement. SECTION 6 ("FRANCHISE FEE") is hereby amended to add the following paragraph:

"The Franchise Fee paid by Grantee for the collection of Residential Organic Waste described in Section 5.B(3) shall be paid out of the approved rate charged to residential customers."

4. Amendment to SECTION 24 of the Franchise Agreement. Subsection D ("AB 939 Indemnification") of SECTION 24 ("INDEMNIFICATION AND INSURANCE") is hereby deleted and replaced with the following language:

"D. AB 939 Indemnification.

Grantee agrees to protect, defend, with counsel approved by City, and indemnify City against all fines or penalties imposed by CalRecycle in the event the source reduction and recycling goals of AB 939, the disposal reduction goals of SB 1016, the commercial recycling goals of AB 341 or the organic diversion goals of AB 1826 are not met by the City with respect

to the waste stream collected under this Franchise Agreement. City shall use its best efforts to assist and support Grantee in the implementation of existing or new recycling and organics diversion programs which are imposed by CalRecycle.”

5. **Residential and Commercial Rate Adjustment.** The Grantee's rates and charges for collection services under the Franchise Agreement and all amendments thereto are hereby amended by deleting Rate Resolution 3643 adopted on May 31, 2006, and entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS AMENDING RUBBISH COLLECTION CHARGES AS PERMITTED IN SECTION 7.16.050 (D) OF THE PERRIS MUNICIPAL CODE AND RESCINDING RESOLUTION NUMBER 3408", and in its place substituting a new Rate Resolution ____ attached hereto and incorporated herein by this reference as though set forth in full.
6. **Continuation of Franchise Agreement Terms.** Except as specifically stated in this Amendment No. 2, all the terms and provisions of the Franchise Agreement and of Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 as of the date first above written.

CITY OF PERRIS

CR&R INCORPORATED

By: Michael M. Vargas, Mayor

By: _____

ATTEST:

By: Nancy Salazar, City Clerk

By: _____

APPROVED AS TO FORM:

Eric Dunn, City Attorney



CITY OF PERRIS - DEPARTMENT OF FINANCE

101 North 'D' Street, Perris, CA 92570

TEL: 951-943-4610 FAX: 951-943-5065

45 DAY NOTICE OF SOLID WASTE COLLECTION FEE INCREASE

NOTICE OF CONSUMER RATE INCREASE TO COMPLY WITH REQUIREMENTS OF NEW LEGISLATION RELATING TO WASTE SOURCE REDUCTION AND RECYCLING (AB 939), SOLID WASTE DISPOSAL REDUCTION (SB 1016), THE MANDATORY COMMERCIAL SOLID WASTE RECYCLING REQUIREMENTS OF AB 341 AND THE MANDATORY COMMERCIAL ORGANICS DIVERSION GOALS OF AB 1826.

IN ACCORDANCE WITH SECTION 6(A) OF ARTICLE XIID OF THE CALIFORNIA CONSTITUTION (PROPOSITION 218) AND GOVERNMENT CODE SECTIONS 53755 AND 53756 Notice is hereby given that the City of Perris (City) will conduct a public hearing on **TUESDAY, MAY 30, 2017 AT 6:30 P.M. AT COUNCIL CHAMBERS, 101 N. "D" STREET, PERRIS, CA**, as part of their regularly scheduled bi-monthly meeting, for the purpose of discussing an amendment to the contract between the City of Perris and CR&R Incorporated for collection, transportation, recycling, composting and disposal of solid waste, temporary bins and roll off bin services. The purpose of this notice is to provide you with information about a proposed increase in the solid waste collection fees charged by CR&R as part of the contract amendment, and to inform you about your opportunity to protest the fee increase by submitting written protests and/or by attending this public hearing.

If the contract amendment is approved, effective July 1, 2017, CR&R will add organic recycling services and increase its fees to account for the additional cost of organic recycling services as mandated under the new legislative measures. As part of the additional services, CR&R will direct all residential organic waste generated within the City limits to its Anaerobic Digester Processing Facility (AD Facility) located within the City. CR&R will also make available a Kitchen Food Scrap Pail, upon individual customer request, to single family residential service recipients only. The first Food Scrap Pail will be provided at no cost to the resident. Additional Food Scrap Pails, above and beyond the first pail, will be charged at the rate indicated on this notice.

Per Assembly Bill 1826, multi-family, commercial and industrial customers are required to divert their organic waste through CR&R's Organics Recycling Program if they meet threshold criteria as set by State Law. CR&R will provide a separate bin or cart for that purpose based upon the individual customer's organic waste generation volume, and will collect the organic waste in separate Organic Waste collection vehicles to be processed at CR&R's AD Facility. These new services will meet the State of California Organics Recycling requirements as outlined in Assembly Bill 1826.

Rates for the Recycling Services

The rates for the organic waste recycling services for residential customers to be charged by CR&R are in addition to the current rates and are detailed as follows:

Residential Rate:

	Monthly Rate
Monthly Residential AD Rate per Single Family Residence	\$1.98

Additional Food Scrap Pail\$7.00

How will the Recycling Rates be calculated in the Future?

Effective July 1, 2018 through July 1, 2022, the above rates may increase or decrease based on changes in the following Consumer Price Index (CPI):- U.S. Bureau of Labor and Statistics, U.S. Department of Labor, Consumer Price Index (Los Angeles - Orange County - Riverside), measured on the January index number and covering a year period, which reflects increases in, among other things, the increased costs of goods and services.

Fee payers, which include owners of real property subject to the fee increases (or renters of such property who actually pay the fee) in the City, who wish to protest the rate increases can either send in a written protest to the address below or attend the public hearing to register their protest. Only one written protest per identified parcel (i.e. address/assessor parcel number) relating to the rate increase will be heard. Written protests must be received prior to or during the public hearing on **Tuesday, May 30, 2017**. Any written protests received following the close of the public hearing will not be counted. All written protests must (at a minimum) include the following information to be counted: (a) Address or assessor parcel numbers of property subject to the fee increase, (b) the name of the owner of the property (or renter if applicable) and whether the protester is an owner or renter of the property, (c) a clear statement protesting the increase in the fees discussed in this notice, and (d) an original signature of the protester. The City council will not adopt the rate increase if written protests are presented by a majority (50% +1) of owners or tenants of the parcels upon which the fee will be imposed. Oral protests presented at the hearing will be heard but will not be counted. Only written protests will be counted.

Written protests must be addressed to:

City Clerk
City of Perris
101 North "D" Street
Perris, California 92570

If you wish to legally challenge any action taken by the City on the solid waste recycling services or rate increases, you may be limited to raising only those issues you or someone else raised at the public hearing as described in this notice or in written correspondence delivered to the City prior to or at the public hearing.

Any additional information on the increases may be obtained from the City's Finance Department at the phone number and address on the front of this notice.

DATED: March 27, 2017 - Jennifer Erwin, Assistant Director of Finance City of Perris.



CITY OF PERRIS - DEPARTMENT OF FINANCE

101 North 'D' Street, Perris, CA 92570

TEL: 951-943-4610 FAX: 951-943-5065

AVISO DE 45 DÍAS DE AUMENTO DE TASA DE COLECCION DE RESIDUOS SÓLIDOS

Aviso al consumidor en aumento de tarifa según los requisitos de nueva legislación relativa a reducción de residuos y reciclaje (AB 939), reducción de disposición de residuos sólida (SB 1016), los residuos sólidos comerciales requisito obligatorio de reciclaje de AB 341 y del objetivo obligatorio de desviación de materia orgánica comercial de AB1826.

EN conformidad con la sección 6 del artículo XIID de la Constitución de CALIFORNIA (propuesta 218) y el código de gobierno secciones 53755 y 53756 se le avisa por este medio que la ciudad de Perris (ciudad) llevará a cabo una audiencia pública el **Martes, 30 de Mayo del 2017 a las 6:00 P.M. en la cámara de Consejo, 101 N. "D" STREET, PERRIS, CA.** como parte de sus reuniones bimensuales, con el fin de discutir una enmienda al contrato entre la ciudad de Perris y CR & R Inc. para la recolección, transporte, reciclaje, compostaje, disposición de basura sólida y servicios temporales de contenedores en ruedas. El propósito de este aviso es para proporcionarle información acerca de una propuesta del aumento en las tasas de colección de residuos sólidos cargados por CR & R como parte de la enmienda del contrato y para informarle acerca de su oportunidad para protestar en contra del aumento de la cuota mediante la presentación de protestas escritas o asistiendo a esta audiencia pública.

Si el contrato es aprobado la enmienda se hará efectiva 01 de Julio del 2017, CR & R agregará servicios de reciclaje orgánicos y aumentara sus tarifas para tener en cuenta los costes adicionales de servicios de reciclaje orgánicos bajo las nuevas medidas legislativas. Como parte de los servicios adicionales, CR & R dirigirá todos los residuos orgánicos residenciales generados dentro de los límites de la ciudad a sus instalaciones de procesamiento de digestor anaerobio (AD Facility) ubicados dentro de la ciudad. CR & R también pondrá a disposición un cubo de cocina comida chatarra, por petición individual del cliente y solamente para los destinatarios del servicio residencial familiar. El primer cubo de alimentos chatarra se proporcionará sin costo para los residentes. Cubos adicionales de comida chatarra, más allá de la primera cubeta, se cobrarán a la tarifa indicada en este aviso.

Por Asamblea ley 1826, clientes multifamiliares, comerciales e industriales están obligados a desviar sus residuos orgánicos a través de CR&R programa de reciclaje de materia orgánica si cumplen criterios establecido por la ley estatal. CR & R proporcionará un recipiente separado según el volumen de generación de residuos orgánicos del cliente individual y recogerá los desechos orgánicos en vehículos separados para ser procesados en el AD Centro de CR. Estos nuevos servicios cumplirán con los requisitos Orgánicos de reciclaje del estado de California en Asamblea ley 1826.

Tarifas para los servicios de reciclaje

Las tarifas para los residuos orgánicos reciclaje servicios para clientes residenciales que se cobrará por CR & R son adicionales a las tarifas vigentes y son las siguientes:

Tarifa residencial:

	Tarifa mensual
Mensual residencial de AD por residencia	\$1.98

Cubo del desecho de alimento adicional\$7.00

¿Cómo las tasas de reciclaje se calcularán en el futuro?

Efectivo 01 de Julio de 2018 a 01 de Julio de 2022, las tasas pueden aumentar o disminuir basado en cambios de índice de precios al consumidor (IPC):- mesa de trabajo de Estados Unidos y Departamento de estadísticas, Estados Unidos de mano de obra, índice de precios al consumidor (Los Ángeles - Orange County - Riverside), en el número de índice de enero, cubriendo un período de años, que refleja un aumento, entre otras cosas, el aumento de los costos de bienes y servicios.

Pagadores, que incluyen los propietarios de inmuebles sujetos a los aumentos (o inquilinos de dichos bienes que realmente pagan la cuota) en la ciudad, que desean protestar contra los aumentos de las tasas pueden enviar en una protesta por escrito a la dirección siguiente o asistir a la audiencia pública para registrar su protesta. Se escucharán sólo una protesta escrita por parcela identificada (dirección/asesor parcela número) relacionadas con el aumento de tarifa. Protesta escrita debe ser recibida antes o durante la audiencia pública el **Martes, 30 de Mayo de 2017**. Cualquier escrito a las protestas recibidas después del cierre de la audiencia pública no se contará. Todas las protestas escritas deben incluir (como mínimo) a contar la siguiente información: (a) número de parcela o asesor de propiedad sujeta a la cuota aumenta, (b) el nombre del dueño de la propiedad (o el arrendatario en su caso) y si el manifestante es un propietario o arrendatario de la propiedad, (c) una declaración clara que protestaban contra el aumento de los honorarios discutidos en este aviso y (d) una firma original de los manifestantes. El Ayuntamiento no aprobará el aumento de tarifas si las protestas son presentadas por una mayoría (50% + 1) de los propietarios o arrendatarios de las parcelas en que se impondrá la cuota. Manifestaciones orales presentadas en la audiencia se oír pero no serán contadas. Tendrán en cuenta sólo las protestas escritas.

City Clerk
City of Perris
101 North "D" Street
Perris, California 92570

Si desea impugnar legalmente cualquier acción tomada por la ciudad en los sólidos servicios de reciclaje de residuos o aumenta la tasa, se limita a elevar sólo las cuestiones usted o alguien que lo planteado en la audiencia pública tal como se describe en este aviso o en la correspondencia escrita entregada a la ciudad antes o en la audiencia pública.

Cualquier información adicional sobre los aumentos puede obtenerse del Departamento de Finanzas de la ciudad en el número de teléfono y la dirección en la parte delantera de este aviso.

FECHA: 27 de marzo de 2017 - Jennifer Erwin, Asistente Director de Finanzas de la ciudad de Perris.

**CITY COUNCIL
AGENDA SUBMITTAL**

Meeting Date: May 30, 2017

SUBJECT: **Neighborhood Stabilization Program (NSP#3), City of Perris NSP#3 Agreement with the Riverside Housing Development Corporation for the acquisition, rehabilitation, and resale of one foreclosed single family property.**

REQUESTED ACTION: **Approve the City of Perris NSP#3 Master Affordable Housing Rehabilitation Agreement with the Riverside Housing Development Corporation**

CONTACT: **Sabrina Chavez, Assistant Director of Housing Authority**

BACKGROUND/DISCUSSION:

On February 22, 2011, the City Council approved a substantial plan amendment to the 2010-2011 Action Plan to the Department of Housing and Urban Development (HUD) for funding of the Neighborhood Stabilization Program - 3 (NSP) activities. The City of Perris received an allocation of \$1,342,449 for funding of the following NSP#3 activities:

- Down Payment Assistance
- Single Family New Construction
- Single Family Acquisition, Rehabilitation, and Resale
- Administration

In 2014, the City of Perris fully met the expendable obligation for NSP#3 by implementing the above Single Family Construction and Down Payment Assistance program activities. The City received program income from the sale proceeds of two single family homes, and at this time, the Housing Authority has available funding in the amount of \$300,000 to implement another program activity.

City staff issued a Request for Proposals (RFP) on Active Bidder for the Single Family Acquisition, Rehabilitation, and Resale of one foreclosed property. Two bids were received, and one developer, Riverside Housing Development Corporation, was selected to implement project activities within eligible NSP target areas. The project includes acquisition of one foreclosed single family residential property, rehabilitation, and resale of the home to an income qualified first-time homebuyer.

The developer has an agreement with the County of Riverside Housing Authority to implement NSP activities, providing them with the financial capacity to offset project costs through County NSP funds. The total project cost is estimated at \$400,000, which will be allocated through City NSP funding in the amount of \$300,000 and County NSP funding in the amount of \$100,000.

At the time of sale to a qualified Applicant, all of the proceeds of the sale will go to the City and County for use on future properties, except as may be dedicated to assistance to the Applicant necessary to achieve affordability.

Proceeds of the sale of the Property shall be allocated between the City and County in proportion to the amount of funding contributed each by City and County, as follows:

- a) The amount of such proportionate share to be paid to City shall be determined by multiplying the proceeds by a fraction, the numerator of which is the City Contribution, and the denominator of which is the sum of both the City Contribution and the County Contribution.
- b) The amount of such proportionate share to be paid to County shall be determined by multiplying the proceeds by a fraction, the numerator of which is the County Contribution, and the denominator of which is the sum of both the City Contribution and the County Contribution.to grant program guidelines.

Attached, please find the draft Master Affordable Housing Rehabilitation Agreement. The proposed project will require review and approval by the City's Development Services, and the project is anticipated to begin in June.

BUDGET (or FISCAL) IMPACT: Costs associated for preparation of this staff report are covered by the NSP#3 budget.

City Attorney: N/A
Interim Assistant City Manager: Darren Madkin *DM*
Asst Director of Finance *JE*
Attachments: Master Affordable Housing Rehabilitation Agreement
Consent Item: X
Public Hearing:
Business Item:
Workshop:

MASTER AFFORDABLE HOUSING REHABILITATION AGREEMENT

By and Between
THE CITY OF PERRIS HOUSING AUTHORITY
and
RIVERSIDE HOUSING DEVELOPMENT CORPORATION

FOR THE NEIGHBORHOOD STABILIZATION PROGRAM (NSP#3)

THIS MASTER AFFORDABLE HOUSING REHABILITATION AGREEMENT (“Master Agreement” or “Agreement”) dated as of _____ is made by and between RIVERSIDE HOUSING DEVELOPMENT CORPORATION (“Participant”) and THE CITY OF PERRIS HOUSING AUTHORITY, a public body, corporate and politic (“City”).

RECITALS

- A. City desires to create enhanced affordable housing opportunities within the community by providing for the rehabilitation, sale, and management of affordable housing units.
- B. City receives low income housing funds from the United States Department of Housing and Urban Development (“HUD”) for a Neighborhood Stabilization Program (“NSP”), and wishes to engage the Participant to assist the City in using a portion of the NSP award in accordance with applicable notices, regulations and guidance from HUD.
- C. The Housing Authority of the County of Riverside (“County”) also receives low income housing funds from HUD administered by the Riverside County Economic Development Agency for a NSP, and desires to assist the City and Participant in providing for the rehabilitation, sale, and management of affordable housing units, in accordance with applicable notices, regulations and guidance from HUD. County and Participant have entered in separate agreement regarding County’s NSP.
- D. Participant will acquire only properties in designated NSP target areas that are eligible under NSP for rehabilitation or redevelopment as affordable residential properties. Properties acquired must be abandoned or foreclosed upon, blighted, vacant lots, or vacant residential structures, as defined in the NSP program guidelines. Residential structures that are not blighted will be rehabilitated. A new home may be reconstructed on a vacant lot acquired or a vacant lot resulting from the acquisition and demolition of a building.
- E. City and Participant desire to enter into this Master Agreement to set forth the global terms and obligations of the parties with regard to the Project. Essentially, the Project will consist of four stages: (i) identification of potential properties for acquisition or rehabilitation, and negotiation of a purchase price with the owner; (ii) purchase of the properties by Participant and rehabilitation of the properties by Participant, with contributions from City and County NSP funds; (iii) marketing by Participant of the rehabilitated properties to qualified Applicants; and (iv) sale of properties to qualified Applicants at an affordable housing price. Each property purchased and rehabilitated by Participant shall be subject to an individual sub-agreement that will set forth information

and terms specific to each Property, including, but not limited to, property address, Acquisition Costs, estimated Cost of Rehabilitation, Scope of Work, Schedule of Performance, Projected Sales Price, Insurance Costs, Property Tax Costs, estimated Marketing Costs, and Developer Fee.

AGREEMENT

1. DEFINITIONS.

- a. Acquisition Costs. The term “Acquisition Costs” means the purchase price of the Property at the time of acquisition from the institutional seller and includes any closing costs paid by Participant.
- b. Agreement. The term “Agreement” means this entire Master Agreement, including all exhibits, which exhibits are a part hereof and incorporated herein in their entirety, and all other documents attached hereto which are incorporated herein by reference as if set forth in full.
- c. Applicant or Applicants. The term “Applicant” or “Applicants” means qualified very low, low, and moderate income families participating in the Project.
- d. City. The term “City” means the City of Perris, a municipal corporation, having its offices at 101 North D Street, Perris, California 92570.
- e. City Contribution. The term “City Contribution” means the total amount of funds City commits for the Project and includes closing costs, Acquisition Costs, Cost of Rehabilitation, Insurance Costs, Property Tax Costs, Marketing Costs, Developer Fee, and Real Estate Sale Commission.
- f. Cost of Rehabilitation. The term “Cost of Rehabilitation” means the total cost of rehabilitation efforts, including interior and exterior improvements as outlined in the Perris Housing Program Guidelines, which shall be submitted to City for approval prior to commencing the Project. The Cost of Rehabilitation shall be a minimum of twenty-five percent (25%) of the after-rehabilitation value of the Property including the land value, to enable the City to count the Property toward the City’s obligation to produce low and moderate income housing.
- g. County. The term “County” means the Housing Authority of the County of Riverside, a public entity, having its offices at 5555 Arlington Avenue, Riverside, California 92504.
- h. County Contribution. The term “County Contribution” means the total amount of funds County commits for the Project and includes closing costs, Acquisition Costs, Cost of Rehabilitation, Insurance Costs, Property Tax Costs, Marketing Costs, Developer Fee, and Real Estate Sale Commission.

- i. Developer Fee. The term “Developer Fee” means the amount to be paid to Participant upon Participant’s satisfactory performance of services related to the Project. The Developer Fee is calculated as ten percent (10%) of the Total Development Cost.
- j. Insurance Costs. The term “Insurance Costs” means the total amount of insurance costs to insure the Property paid by City for the duration City has title to the Property.
- k. Marketing Costs. The term “Marketing Costs” means the total cost of marketing the Property for sale to potential Applicants.
- l. Perris Housing Program Guidelines. The term “Perris Housing Program Guidelines” means those certain Perris Housing Program Guidelines and/or NSP program guidelines attached hereto as Exhibit “A”.
- m. Project. The term “Project” means acquisition, rehabilitation, marketing, and sale of a Property to qualified Applicants and other efforts of City, County, and Participant to provide affordable housing opportunities through this Agreement.
- n. Projected Sales Price. The term “Projected Sales Prices” means the estimated affordable housing price of the Property at the time of sale to qualified Applicants.
- o. Property . The terms “Property” means abandoned, blighted and deteriorated real-estate owned single-family homes within the City that will be acquired by Participant for rehabilitation and sale to qualified Applicants.
- p. Property Tax Costs. The term “Property Tax Costs” means the total cost of property taxes for the Property paid by Participant for the duration Participant has title to the Property.
- q. Real Estate Sale Commission. The term “Real Estate Sale Commission” means the amount of commission paid to the real estate agent(s) and broker(s) upon the sale of the Property. The Real Estate Sale Commission shall not exceed three percent (3%) of the resale price for each Property, and shall not be included as part of the Total Development Cost when determining the Developer Fee.
- r. Schedule of Performance. The term “Schedule of Performance” means that certain Schedule attached hereto as Exhibit “C”.
- s. Scope of Work. The term “Scope of Work” means that certain Scope of Work attached to the Sub-agreement describing the specific rehabilitation work to be performed on the applicable Property.
- t. Sub-agreement. The term “Sub-agreement” means the individual agreement to be entered into between City and Participant pertaining to each Property for the

commencement of the Project thereon. The form of the Sub-agreement is attached hereto as Exhibit "B."

- u. Total Development Costs. The term "Total Development Costs" means the sum of the Acquisition Price, Cost of Rehabilitation, and Marketing Costs.

2. ESSENTIAL TERMS. Subject to the terms hereof, City and Participant agree as follows:

- a. Recitals. The foregoing Recitals are incorporated herein by reference as if set forth in full.
- b. Terms. The term of this Agreement shall be for a period of one year or until all or until all funds from the City Contribution have been utilized, whichever is later. City reserves the right to extend the term of this Agreement based on market conditions or the availability of project funds.
- c. City Participation.
 - i. City agrees to commit three hundred thousand dollars (\$300,000) as the City Contribution for the acquisition and rehabilitation of one (1) single family Property for the Project.
 - ii. The City Contribution for the Property shall be for assistance in the full cost of the Project, including closing costs, Acquisition Costs, Cost of Rehabilitation, Insurance Costs, Property Tax Costs, Marketing Costs, Developer Fee, and Real Estate Sale Commission. Payments may take the form of cash disbursements, reimbursements, or such other form as deemed necessary by the parties to carry out the Project. The Developer Fee will be disbursed at the time the Property is sold to a qualified Applicant.
 - iii. Upon successful expenditure of the three hundred thousand dollars (\$300,000) for acquisition, new construction of infill housing or rehabilitation of the Property, City has the option to allocate funds for additional properties based on funding availability and funding guidelines.
- d. County Participation.
 - i. As part of the Project, County, by and through a separate agreement with Participant, has agreed to commit to up to one hundred thousand dollars (\$100,000) as the County Contribution as gap financing for the acquisition and rehabilitation of the Property referenced above in paragraph 2(c)(i) for the Project.
 - ii. The County Contribution for the Property shall be for assistance in the full cost of the Project, including closing costs, Acquisition Costs, Cost of Rehabilitation, Insurance Costs, Property Tax Costs, Marketing Costs, Developer Fee, and Real Estate Sale Commission. Payments may take the

form of cash disbursements, reimbursements, or such other form as deemed necessary by the parties to carry out the Project, as provided in the separate agreement between the County and Participant.

e. Commencement of the Project.

- i. Participant shall identify the Property for acquisition, and negotiate a purchase price with the seller, which price must be approved by City. Upon City's approval and Participant's acquisition of a Property, Participant and City shall enter into a Sub-agreement containing a Scope of Work, Schedule of Performance, estimated Cost of Rehabilitation, Projected Sales Price, estimated Marketing Costs, and estimated Developer Fee. The Scope of Work shall be in accordance with the Perris Housing Program Guidelines. Participant shall submit all requested and required documentation within the time specified in the Schedule of Performance.
- ii. Except for the costs identified in the Sub-agreement for a particular Property, any costs expended by Participant shall not be included as part of the Total Development Cost unless City first provides written confirmation.
- iii. Before commencement of the Project, Participant shall obtain any and all permits and approvals which may be required by the City or any other governmental City with jurisdiction.
- iv. Notwithstanding anything herein contained to the contrary, it is expressly understood by the parties hereto that City makes no representations or warranties with respect to the approvals required by any other governmental entity or with respect to approvals hereinafter required from City.

f. Completion of the Project.

- i. Participant will provide all rehabilitation, including interior and exterior improvements, to the Property, as more specifically outlined in the applicable Sub-agreement and Perris Housing Program Guidelines, to prepare them for occupancy and sale to qualified Applicants. Such improvements must also correct any applicable municipal, county, and state code violations.
- ii. Participant agrees to perform the Project in accordance with the Schedule of Performance to ensure timely completion of the rehabilitation of the Property.
- iii. While Participant has title to the Property, Participant agrees to be responsible for the maintenance, security, and management of the Property

and for ensuring the improvements are in compliance with applicable municipal, county, and state codes.

- iv. Upon written request by Participant, and upon satisfactory completion of rehabilitation of the Property, City shall issue to Participant a certificate of completion.
- v. Participant agrees to be responsible for the marketing of the Property to qualified Applicants. City will work with Participant to develop an appropriate Projected Sales Price for the Property at a reduced affordable housing price based on the maximum amount that a household at the target income level of prospective income qualified Applicants. City must approve all sales prices prior to entering in to a purchase and sales agreement with qualified Applicants.
- vi. At the time of sale to a qualified Applicant, all of the proceeds of the sale will go to the City and County for use on future properties, except as may be dedicated to assistance to the Applicant necessary to achieve affordability. Proceeds of the sale of the Property shall be allocated between the City and County in proportion to the amount of funding contributed each by City and County, as follows:
 - a) The amount of such proportionate share to be paid to City shall be determined by multiplying the proceeds by a fraction, the numerator of which is the City Contribution, and the denominator of which is the sum of both the City Contribution and the County Contribution.
 - b) The amount of such proportionate share to be paid to County shall be determined by multiplying the proceeds by a fraction, the numerator of which is the County Contribution, and the denominator of which is the sum of both the City Contribution and the County Contribution.
- vii. Participant also agrees to work with residents, local businesses, school districts, health care, religious organizations, military personnel, veterans, and community organizations to focus its outreach efforts to first-time home buyers.
- viii. Participant, along with an affiliated nonprofit organization, agrees to provide an eight (8) hour Housing and Urban Development (HUD) certification education course, which will educate and prepare Applicants for home ownership and prequalification for loans. The course shall focus on homeownership responsibility, understanding mortgages, personal financial management, home maintenance, property taxes, homeowner insurance, and credit counseling.

- ix. Participant agrees to provide all approved Applicants with a one- (1) year home warranty and maintenance manual.
- x. Participant agrees to identify other outside financing sources, including, but not limited to, the Workforce Initiative Subsidy Housing (WISH) Program, California Housing Financing City (CalHFA), and Mortgage Credit Certificate (MCC), American Down Payment Dream Initiative (ADDI), School Facility Rebate Program, and other programs based on availability and qualifications of Applicants, to assist with leveraging City's Participation.

3. AFFORDABLE HOUSING COVENANTS.

- a. Applicants as very low, low, and moderate-income families. It is the intent of the City that all (100%) of the sales of the Property shall be to qualified Applicants earning up to eighty percent (80%) of the Riverside County area median income adjusted for household size, as defined in Health and Safety Code Sections 50079.5 and 50093.
 - b. 20-year Covenants. Affordable housing covenants shall be required to be maintained on the Property for not less than twenty (20) years. In conjunction with the purchase and sales agreement, City and the Applicant shall enter into an Affordable Housing Restrictive Covenant to preserve the Property for use of the Property as low or moderate income housing.
 - c. Documents. City shall provide the form of the purchase agreements, Affordable Housing Restrictive Covenant, CC&Rs, and other documents City determines necessary to carry out the intent of this Agreement.
 - d. Additional City and County Affordable Housing Covenants. In addition to subparts (a)-(c) herein, each Property shall be in compliance with both City and County affordable housing requirements and covenants.
4. RIGHTS OF ACCESS. Representatives of the City shall have the reasonable right of access to each Property at any time during normal construction hours during the period of the Project, for the purpose of assuring compliance with this Master Agreement or applicable Sub-agreement.
5. FUTURE COOPERATION. City and Participant agree to cooperate in good faith to negotiate and execute such additional agreements or other documents reasonably necessary to implement the terms of this Master Agreement.
6. NO OTHER AGREEMENT. This Master Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. There are no agreements or understandings between the parties and no representations have been made by either party to the other as an inducement to enter into this Master Agreement, except as expressly set forth herein. All prior negotiations, written or oral, between the parties are

superseded by this Master Agreement. This Master Agreement may not be altered, amended or modified except by a writing executed by both parties.

7. **ASSIGNMENT BY PARTICIPANT.** This Master Agreement shall not be assigned by Participant to any party without the City's prior written consent, which consent shall not be unreasonably withheld.
8. **INDEMNIFICATION.** Participant agrees to protect, indemnify, defend and hold the City and its respective officers, employees and agents, and each of them, harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorney's fees, and court costs (collectively, "Claims") which the City or its respective officers, employees and agents, or any combination thereof, may suffer or which may be sought against and recovered or obtained from the City or their respective officers, employees and agents, thereof, as a result of or by reason of entering into or arising out of or in consequence of this Master Agreement, including without limitation any Claims arising out of the design, rehabilitation and maintenance of the Property or out of the Project.
9. **INSURANCE.** Prior to the commencement of any work, Participant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of rehabilitation, the following policies of insurance:
 - a. **Commercial General Liability Insurance.** A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,00.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.
 - b. **Worker's Compensation Insurance.** A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
 - c. **Automotive Insurance.** A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non owned, leased and hired cars.
 - d. **Builder's Risk Insurance.** A policy of "builder's risk" insurance covering the full replacement value of all of the improvements to be constructed by Participant pursuant to this Agreement.

All of the above policies of insurance shall be primary insurance and shall name City, City, and their officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against City,, and its officers,

employees and agents and its respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled without providing thirty (30) days prior written notice by registered mail to City. In the event any of said policies of insurance are cancelled, the Participant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 9 to City's Executive Director. No work or services under this Agreement shall commence until the Participant 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.

The policies of 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 City due to unique circumstances.

Participant shall provide in all contracts with contractors, subcontractors, architects and engineers that said contractor, subcontractor or engineer shall maintain the same policies of insurance required to be maintained by Participant pursuant to this Section.

10. APPLICABLE LAW. This Master Agreement shall be construed and interpreted under, and governed and enforced according to the laws of the State of California.
11. COUNTERPARTS. This Master Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

[END – SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this MASTER AGREEMENT in accordance with the above stated provisions as of the day and year first written below.

“CITY”

CITY OF PERRIS HOUSING AUTHORITY, a public body, corporate and politic

DATED: _____, 2017

BY: _____
Executive Director

ATTEST:

City Secretary

Approved to as to form:

ALESHIRE & WYNDER LLP

General Counsel

“PARTICIPANT”

RIVERSIDE HOUSING DEVELOPMENT CORPORATION

Date: _____

By: _____

Its: _____

Date: _____

By: _____

Its: _____

EXHIBIT "A" TO MASTER AGREEMENT

**PERRIS HOUSING PROGRAM GUIDELINES AND/OR
NEIGHBORHOOD STABILIZATION PROGRAM GUIDELINES**

[Insert guidelines]

EXHIBIT "B" TO MASTER AGREEMENT

**SUB-AGREEMENT:
NSP PROJECT APPROVAL REQUEST FORM**

[PROPERTY ADDRESS: _____]

This NSP3 Project Approval Request Form is executed this _____ day of _____, 2017 by and between RIVERSIDE HOUSING DEVELOPMENT CORPORATION, a _____ ("Developer"), and the CITY OF PERRIS HOUSING AUTHORITY, a public body, corporate and politic ("Grantee"), the same parties to that certain Affordable Housing Development Agreement dated _____, 2017 ("Agreement").

1. Approval

All recitals, terms, and provisions of the Agreement are incorporated into and made a part of this project approval by this reference as if set forth in full. The capitalized terms used in this project approval that are not defined herein shall have the same meaning assigned to them in the Agreement. Where this project approval and the Agreement conflict, the terms and provisions of the Agreement shall control unless expressly stated to the contrary.

2. Purpose of NSP Project Approval Request Form

The purpose of this project approval is to specify information and terms specific to each property to be developed/rehabilitated by Developer pursuant to the Agreement, to allow Grantee and Developer to track the costs, rehabilitation, and disposition of each property individually.

3. Property

The property is located at _____, Perris, California, and is more particularly described in Exhibit "1" Legal Description, attached hereto and incorporated by this reference ("Property").

4. Project budget

The NSP funding allocated to the Property is estimated to be _____ dollars (\$_____), as broken down below into individual estimates below.

- a. Acquisition Costs. _____.
- b. Cost of Rehabilitation. _____.
- c. Insurance Costs. _____.
- d. Marketing Costs. _____.
- e. Property Tax Costs. _____.

f. Developer Fee. _____.

All costs, whether listed herein or otherwise, require written approval by Grantee. All costs shall not exceed the applicable estimated portions above, except through prior written approval by Grantee. Payments of said costs may take the form of cash disbursements, reimbursements, or other form as necessary to carry out the project.

5. Scope of Work.

Developer agrees to perform all of the work detailed in the Scope of Work, attached hereto as Exhibit "2" and incorporated herein by this reference. Developer represents and warrants that the Scope of Work provides an accurate breakdown of the costs associated with each level and type of service. Developer further represents and warrants that the Scope of Work and actual work done in accordance therewith are in accordance with the Perris Housing Program Guidelines.

6. Schedule of Performance.

Developer agrees to complete the Scope of Work in accordance with the Schedule of Performance attached hereto as Exhibit "3" and incorporated herein by this reference.

[END – SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Sub-Agreement in accordance with the above stated provisions as of the day and year first written below.

“Grantee”

CITY OF PERRIS HOUSING AUTHORITY, a public body, corporate and politic

Date: _____, 2017

BY: _____

ATTEST:

Agency Secretary

“Developer”

RIVERSIDE HOUSING DEVELOPMENT CORPORATION

Date: _____, 2017

By: _____

Its: _____

Exhibit “1” to Sub-Agreement

Legal Description of Property

[Insert Legal Description]

Exhibit “2” to Sub-Agreement

Scope of Work

[Attach Scope of Work]

Exhibit “3” to Sub-Agreement

Schedule of Performance

[Attach Schedule of Performance]

EXHIBIT "C" TO MASTER AGREEMENT

SCHEDULE OF PERFORMANCE

Description	Timeline
1. City acquires ownership of the Property	Within thirty (30) days after Participant identifies the Property and City approves Property and the Scope of Work
2. Participant submits to City all required plans and drawings for the Project	Within three (3) months after Participant acquires ownership of the Property
3. Participant commences the Project at the Property	Within one (1) month after approval of plans and drawings by City
3. Participant completes rehabilitation of the Property	Within six (6) months of commencement of the Project at the Property

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: May 30, 2017

SUBJECT: Check Register for April 2017

REQUESTED ACTION: Approve the City's Monthly Check Register for April 2017

CONTACT: Jennifer Erwin, Assistant Director of Finance

BACKGROUND/DISCUSSION:

The check register for the month of April 2017 are presented for City Council approval.

BUDGET (or FISCAL) IMPACT: None.

Reviewed by: Jennifer Erwin, Assistant Director of Finance JE
Darren Madkin, Interim Assistant City Manager DM

Consent Item: X

**CITY OF PERRIS
CHECK REGISTER
April 30, 2017**

CK NUMBER	DATE ISSUED	VENDOR	DESCRIPTION	AMOUNT
126187	04/06/2017	AFI	NEW CODE ENFORCEMENT DEPT BADGES	\$ 921.00
126188	04/06/2017	AMERICAN FORENSIC NURSES LLC	BLOOD DRAWS	640.00
126189	04/06/2017	ANDERSON ELECTRIC	ETHANAC BASIN REPAIRS/CITY HALL/METZ PARK	2,773.00
126190	04/06/2017	COUNTY OF RIVERSIDE	ANIMAL SHELTER SERVICES- FEBRUARY 2017	8,775.00
126191	04/06/2017	BARNES CONSTRUCTION, INC.	FENCE PANELS - LIBERTY PARK	4,600.00
126192	04/06/2017	BIG LEAGUE DREAMS PERRIS	STRATEGIC MEETING	299.11
126193	04/06/2017	BILL & DAVE'S LANDSCAPE MAINTENANCE	MONTHLY MAINT/FEB 17	26,693.81
126194	04/06/2017	BIO-TOX LABORATORIES	BLOOD ANALYSIS	1,668.50
126195	04/06/2017	BMW MOTORCYCLES OF RIVERSIDE	TIRE SERVICE/REPLACE BOOTS	532.18
126196	04/06/2017	BROTHERS IGNITING A GROOVE LLC	HEALTH FAIR LIVE ENTERTAINMENT	1,500.00
126197	04/06/2017	CADENCE ENVIRONMENTAL CONSULTANTS	VILLA VERONA DPR 16-00002	8,505.00
126198	04/06/2017	CALIFORNIA CHURCH DIRECTORY NETWORK	BREAKFAST WITH BUNNY: FACE PAINTING	320.00
126199	04/06/2017	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	21.23
126200	04/06/2017	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	75.23
126201	04/06/2017	CINTAS	FIRST AID KIT SUPPLIES	166.96
126202	04/06/2017	CORPORATE PAYMENT SYSTEMS	YAC CUSTOM GRAPHIC	243.00
126203	04/06/2017	CORPORATE PAYMENT SYSTEMS	H. FAIR MEMBER SHIRTS/PROMO GIVEAWAYS/RECREATION SUPPLIES	1,334.22
126204	04/06/2017	CORPORATE PAYMENT SYSTEMS	SUPPLIES FOR FIRE STA. 101 & 90/SR CTR VALENTINE'S DAY/HR SUPPL	1,431.11
126205	04/06/2017	CORPORATE PAYMENT SYSTEMS	SNAP CONFERENCE: TRAVEL EXP/GARDEN SUPPL/TEEN CTR SUPPL	1,711.56
126206	04/06/2017	CORPORATE PAYMENT SYSTEMS	PETS ON PARADE/BREAKFAST W/BUNNY/RECRUITMENT	1,906.04
126207	04/06/2017	CR&R	TRASH COLLECTED FOR CR&R /FEB17	322,408.96
126208	04/06/2017	CR&R	SOLID WASTE COLLECTIONS/FEB17	74,164.83
126209	04/06/2017	CREATIVE PRINTING	WINDOW ENVELOPES	190.83
126210	04/06/2017	LIZBETH CUIRIEL	VISION REIMBURSEMENT	242.00
126211	04/06/2017	DENNIS GRUBB & ASSOCIATES	PLAN CHECK SERVICES	8,025.00
126212	04/06/2017	DEPT OF TRANSPORTATION	TRAFFIC SIGNALS & LIGHTING OCT-DEC16	1,081.08
126213	04/06/2017	DIGITAL MAP PRODUCTS, INC	GOVCLARITY 3/11-3/10/18	15,000.00
126214	04/06/2017	EASTERN MUNICIPAL WATER DISTRICT	WHOLESALE WATER COST/FEB17	725.00
126215	04/06/2017	EASTERN MUNICIPAL WATER DISTRICT	UTILITIES 2/21-3/21/17	2,258.63
126216	04/06/2017	EASTERN MUNICIPAL WATER DISTRICT	SEWER COLLECTIONS/FEB17	153,893.57
126217	04/06/2017	ESGIL CORPORATION	PLAN REVIEW SERVICES	31,629.71
126218	04/06/2017	EWING	PARK MAINT SUPPLIES/MORGAN PARK	13.05
126219	04/06/2017	GREER'S CONCRETE	ETHANAC RD-WINCO, OCT 28, 2016	1,624.00
126220	04/06/2017	GREER'S CONTRACTING & CONCRETE, INC	TRIPLE CROWN WALL CONSTRUCTION/FEB17	231,538.75
126221	04/06/2017	EVERETT HAMBLY IV	I.T. SUPPORT 3/20-4/02/17	2,028.00
126222	04/06/2017	HERNANDEZ LANDSCAPE CO, INC	"A" STREET WEED ABATEMENT	2,100.00
126223	04/06/2017	IB REPROGRAPHICS	BID SPECS	1,490.30
126224	04/06/2017	IMPERIAL SPRINKLER SUPPLY	PARK MAINT SUPPLIES	388.07
126225	04/06/2017	INTERNATIONAL NAME PLATE US INC	DECALS-SHERIFF'S DEPARTMENT	747.18
126226	04/06/2017	JOLLY JUMPS	BREAKFAST WITH BUNNY: FULL DÉCOR	1,995.00
126227	04/06/2017	LAWN TECH	TRIMMER LINES, SOD KNIFE, SICKL KNIFE	482.44
126228	04/06/2017	LEAGUE OF CALIFORNIA CITIES	DIVISION MEETING 3/13/17	70.00
126229	04/06/2017	SOUTH COAST LIGHTING & DESIGN	SIGN POLE WITH CITY LOGO, "D" STREET	1,350.00
126230	04/06/2017	LYNN MERRILL & ASSOCIATES, INC	FLOOD CONTROL ENGINEERING TECH JAN-FEB 2017	7,152.00
126232	04/06/2017	MUNICIPAL CODE CORPORATION	ANNUAL WEB HOSTING 2/01-1/31/2018	500.00
126233	04/06/2017	NESTLE WATERS OF NORTH AMERICA	BOTTLED WATER 3/09-3/22/17	59.90
126234	04/06/2017	OCHOA'S BACKFLOW SYSTEMS	BACKFLOW PASSING TEST REPORT	3,220.00
126235	04/06/2017	PITNEY BOWES GLOBAL FINANCIAL	LEASE: INSERTING SYSTEM 1/20-4/19/17	2,147.75
126236	04/06/2017	PITNEY BOWES INC	INK CARTRIDGES FOR POSTAGE	219.79
126237	04/06/2017	PUBLIC ENTITY RISK MANAGEMENT	WORKER'S COMP APR-JUN 2017	52,537.00
126238	04/06/2017	RELIABLE OFFICE SOLUTIONS INC	OFFICE SUPPLIES	506.33
126239	04/06/2017	RIGHTWAY	LIBERTY BASIN PARK	307.15
126240	04/06/2017	RCIT	APX 7500M DUAL BAND 2/01-2/28/17	1,027.40
126241	04/06/2017	RIVERSIDE COUNTY SHERIFF'S DEPT.	CONTRACT: LAW ENFORCEMENT, JAN-FEB 2017	2,073,148.13
126242	04/06/2017	RIVERSIDE COUNTY SHERIFF'S DEPT.	EXPLORER MEETINGS & COUNCIL MEETINGS	2,999.17
126243	04/06/2017	COUNTY OF RIVERSIDE	FLEET JAN 2017	785.53
126244	04/06/2017	COUNTY OF RIVERSIDE	CODE ENFORCEMENT 2/01-2/28/17	75,583.06
126245	04/06/2017	LAURA SOSA	FITNESS INSTRUCTOR & LIVEWELL HIKE	2,293.50
126246	04/06/2017	SPARKLETT'S	BOTTLED WATER	124.48
126247	04/06/2017	STATER BROS MARKETS	COUNCIL MEETINGS/CHEF IN GARDEN/CLASSROOM DEMOS	298.49
126248	04/06/2017	STETSON ENGINEERS INC	SALE OF WATER SYSTEM JAN 2017	1,706.73
126249	04/06/2017	TASO TECH, INC	I.T. SUPPORT APRIL 2017 & DESKTOPS FOR CODE ENFORCEMENT	2,639.75
126250	04/06/2017	TBLA LANDSCAPE MAINTENANCE	"D" STREET PROJECTS	850.00
126251	04/06/2017	SPECTRUM BUSINESS	FIRE ALARM/FAX LINES/CABLE-VARIOUS DEPTS	186.93
126252	04/06/2017	VAL VERDE GRAPHICS	CUSTOM NAME BADGES FOR COUNCIL	180.00
126253	04/06/2017	JESUS VALADEZ	EXPLORER BANQUET APRIL 15, 2017	375.00
126254	04/06/2017	VERIZON WIRELESS	SHERIFF'S DEPT 2/11-3/10/17	66.08
126255	04/06/2017	WILLDAN FINANCIAL SERVICES	ARBITRAGE REBATE SERVICES	1,750.00
126256	04/13/2017	ACCESS ELECTRIC SUPPLY, INC.	FOSS FIELD/MONUMENT PARK	505.89
126257	04/13/2017	ADAME LANDSCAPE, INC.	MONTHLY LANDSCAPE SERVICE/MARCH17	550.00
126258	04/13/2017	AFB GROUP	PROFESSIONAL PARK SERVICES/MARCH17	9,900.00
126259	04/13/2017	ALESHIRE & WYNDER, LLP	LEGAL SERVICES NOV-DEC 2016	28,647.20
126260	04/13/2017	AMERIPRIDE SERVICES INC.	UNIFORM RENTALS	1,062.31
126261	04/13/2017	ANDERSON ELECTRIC	REPAIRS & MAINTENANCE: PARKS	4,773.00
126262	04/13/2017	COUNTY OF RIVERSIDE	ANIMAL SHELTER SERVICES- JULY 2016-17	8,775.00
126263	04/13/2017	APPLEONE EMPLOYMENT SERVICES	TEMP STAFF SERVICES	1,370.31
126264	04/13/2017	AUTO ZONE COMMERCIAL	AUTOMATIC TRANSMISSION FLUID	381.37
126265	04/13/2017	BEST IMPRESSIONS	YAC GRAD MEDALS	103.44
126266	04/13/2017	BILL & DAVE'S LANDSCAPE MAINTENANCE	MONTHLY MAINT/FEB-MAR 17	39,243.10

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126267	04/13/2017	DEREK BROWN	HIP HOP INSTRUCTOR 3/20-4/13	249.97
126268	04/13/2017	CALOLYMPIC SAFETY	SAFETY ORANGE VESTS/GLASSES	932.25
126269	04/13/2017	CATHY OWENS	KAJUKENBO INSTRUCTOR 3/04-3/29	469.98
126270	04/13/2017	COMMUNITY WORKS DESIGN GROUP	PERRIS VALLEY STORM DRAIN TRAIL/JAN17	1,962.79
126271	04/13/2017	CORPORATE PAYMENT SYSTEMS	MADKIN . CODE ENF RECRUITMENT/SHADOW DAY MEETING	212.11
126272	04/13/2017	CREATIVE PRINTING	BUSINESS CARDS/HEALTH FAIR FLYERS	977.13
126273	04/13/2017	D & D DISPOSAL, INC.	ANIMAL DISPOSAL SERVICES/MARCH17	324.00
126274	04/13/2017	DAN'S FEED AND SEED INC.	FLASHLIGHT/STRAW HAT/SCREWS/FENDER WASHERS	61.16
126275	04/13/2017	DERRIGO DEMOGRAPHIC	DEMOGRAPHIC MARKETING REPORT & GROCERY SALES STUDY	4,450.00
126276	04/13/2017	EASTERN MUNICIPAL WATER DISTRICT	UTILITIES 2/23-4/06/17	90,605.75
126277	04/13/2017	ECOLINE INDUSTRIAL SUPPLY	RESIDUAL INSECTICIDE AEROSOL	578.06
126278	04/13/2017	EMERGENCY PET CLINIC OF TEMECULA	EMERGENCY SERVICES	60.00
126279	04/13/2017	THE GAS COMPANY	2/27-3/27/17	1,342.94
126280	04/13/2017	THE GAS COMPANY	NATURAL GAS VEHICLE 3/01-4/01/17	67.16
126281	04/13/2017	GORM, INC.	TOILET TISSUE/GRAY ROLL LINER/BUCKET/MOP/HANDLE	519.06
126282	04/13/2017	GREER'S CONTRACTING & CONCRETE, INC	MAPES ROAD: EROSION CONTROL	3,500.00
126283	04/13/2017	GUARANTEED JANITORIAL SERVICE	JANITORIAL SERVICES, MARCH 2017	6,895.00
126284	04/13/2017	HERNANDEZ LANDSCAPE CO, INC	DECEMBER MAINT/WEEED ABATEMENT	15,118.37
126285	04/13/2017	HIRSCH & ASSOCIATES INC	PATRIOT PARK FOOTBALL/BOXING BLDG RESTROOM	1,200.00
126286	04/13/2017	IMPERIAL SPRINKLER SUPPLY	SPRINKLERS/NOZZLE UNDERCUTS/PVC/ROTORS	2,281.94
126287	04/13/2017	JENNIFER HUBER	BALLET INSTRUCTOR 3/13-4/17	1,303.02
126288	04/13/2017	KH METALS AND SUPPLY	ROUND BARREL HINGES	226.24
126289	04/13/2017	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	5,854.43
126290	04/13/2017	NAPA AUTO PARTS	SHACKLE BOLT KITS	508.15
126291	04/13/2017	PACIFIC CODE COMPLIANCE	PERRIS VALLEY STORM DRAIN JAN-FEB 2017	1,035.00
126292	04/13/2017	PROFESSIONAL PAVEMENT PRODUCTS, INC	SIGN POST SQUARE EXTRACTOR	469.80
126293	04/13/2017	REGENTS, UC	MOBILE ROCK WALL FOR HEALTH FAIR 2017	754.00
126294	04/13/2017	RELIABLE OFFICE SOLUTIONS INC	OFFICE SUPPLIES	14.64
126295	04/13/2017	RK ENGINEERING GROUP INC	TRAFFIC STUDY REVIEW	2,936.50
126296	04/13/2017	SCE	UTILITIES 2/24-4/07/17	75,738.80
126297	04/13/2017	SIMPLEXGRINNELL	400 S "D" STREET	2,054.00
126298	04/13/2017	THE SoCo GROUP INC	FUEL	2,445.21
126299	04/13/2017	SPARKLETT'S	BOTTLED WATER	862.23
126300	04/13/2017	STATER BROS MARKETS	MOM & TOTS/CRAFT CLASS SUPPLIES	485.60
126301	04/13/2017	TRI-LAKE CONSULTANTS, INC	ECONOMIC DEVELOPMENT SERVICES 1/01-1/27	9,221.35
126302	04/13/2017	U. S. POSTAL SERVICE	BULK POSTAGE PERMIT #134- UTILITY BILLING	4,000.00
126303	04/13/2017	VOYAGER FLEET	FUEL, CLOSING DATE 3/24/17	1,222.85
126304	04/13/2017	WATER EDUCATION SERVICES, INC	BACKFLOW PROGRAM FOR ENTERPRISE ZONE/SPECIAL DISTRICTS	4,000.00
126305	04/13/2017	WEST COAST ARBORISTS, INC	TREE PRUNNING/STUMP REMOVAL MARCH 17	3,969.00
126306	04/13/2017	XEROX CORPORATION	STAPLES	95.90
126307	04/13/2017	XEROX CORPORATION	COPIER LEASE	370.28
126308	04/13/2017	CHEF LEE BURTON	NEOP PROGRAM	260.00
126309	04/19/2017	LAKE CHEVROLET	2017 CHEVROLET SILVERADO/CODE ENFORCEMENT	49,630.52
126310	04/20/2017	ABSOLUTE SECURITY INTERNATIONAL	UNARMED SECURITY GUARD/MARCH 17	15,498.95
126311	04/20/2017	ACCESS ELECTRIC SUPPLY, INC	MONUMENT RANCH PARK	320.02
126312	04/20/2017	ACTION SURVEYS	SURVYERING & MAPPING FOR GOETZ/WATERLINE	5,900.00
126313	04/20/2017	AFFANT COMMUNICATION, INC	SHORETEL LICENSES/ IP PHONES SUPPORT	1,732.49
126314	04/20/2017	AK & COMPANY	PROFESSIONAL SERVICES FOR SB90	2,375.00
126315	04/20/2017	ALESHIRE & WYNDER, LLP	LEGAL SERVICES NOV-DEC 2016	23,414.37
126316	04/20/2017	AMERIPRIDE SERVICES INC	UNIFORM RENTALS	38.63
126317	04/20/2017	ANDERSON ELECTRIC	ELECTRICAL MAINT/REPAIRS	527.00
126318	04/20/2017	ANDERSON ELECTRIC	ELECTRICAL MAINT/REPAIRS- PARKS	1,878.00
126319	04/20/2017	APPLEONE EMPLOYMENT SERVICES	TEMP STAFF SERVICES	1,255.61
126320	04/20/2017	AT&T	943-1871/ANML CTRL FAX	121.57
126321	04/20/2017	BARNES CONSTRUCTION, INC.	FENCE REPAIRS	4,900.00
126322	04/20/2017	BILL & DAVE'S LANDSCAPE MAINTENANCE	MAINTENANCE/BENEFIT ZONES/PARKS MARCH 17	65,159.41
126323	04/20/2017	BMW MOTORCYCLES OF RIVERSIDE	TIRE REPAIR	375.75
126324	04/20/2017	BROTHERS IGNITING A GROOVE LLC	BALANCE DUE: HEALTH FAIR LIVE BAND	750.00
126325	04/20/2017	CHEF LEE BURTON	CHEF IN THE CLASSROOM: SKYVIEW ELEMENTARY	627.50
126326	04/20/2017	CALIFORNIA BLDG STANDARDS COMMISSION	3RD QTR/BUILDING STANDARD FEES COLLECTED	577.80
126327	04/20/2017	CALIFORNIA CHURCH DIRECTORY NETWORK	FACE PAINTING, BALLOON TWISTING: HEALTH FAIR	1,090.00
126328	04/20/2017	CALIFORNIA CHURCH DIRECTORY NETWORK	HEALTH FAIR FACE PAINTING	150.00
126329	04/20/2017	CAPITAL ONE PUBLIC FUNDING	LOAN PAYMENT, HONEYWELL SOLAR	2,563.82
126330	04/20/2017	CHO DESIGN ASSOCIATES, INC	NUEVO RD BRIDGE REPLACEMENT	800.00
126331	04/20/2017	CORPORATE PAYMENT SYSTEMS	RECRUITMENT/YAC EVENT/OFFICE SUPPLIES	452.84
126332	04/20/2017	CR&R	CLEAN UP 356 W 9TH ST DEC 16	108.36
126333	04/20/2017	CREATIVE PRINTING	BUSINESS CARDS	63.57
126334	04/20/2017	DAN'S FEED AND SEED INC.	PROPANE 1 GALLON, STRAW HAT	103.78
126335	04/20/2017	DATA TICKET, INC.	REFUND OF OVERPAYMENT	20.00
126336	04/20/2017	DISCOUNT SCHOOL SUPPLY	DISCOVERY TIME: CLASSROOM ART SUPPLIES	246.58
126337	04/20/2017	DMV RENEWAL	SHERIFF DEPT. QUAD, LIC# 21DZ47	52.00
126338	04/20/2017	DMV RENEWAL	SHERIFF DEPT. QUAD, LIC# 21DZ69	52.00
126339	04/20/2017	EMPLOYMENT SCREENING SERVICES	SERVICES 3/10-3/24/17	924.00
126340	04/20/2017	EXPERIAN	CREDIT SERVICES MARCH 17	95.31
126341	04/20/2017	RIVERSIDE COUNTY SHERIFF'S DEPARTMENT	VOLUNTEER APPRECIATION INVITE	25.16
126342	04/20/2017	EVERETT HAMBLY IV	I.T. SUPPORT 4/03-4/16/17	1,950.00
126343	04/20/2017	HERNANDEZ LANDSCAPE CO, INC	MAINTENANCE DIST 12/01-12/31/16	5,878.37
126344	04/20/2017	HOME DEPOT CREDIT SERVICES	CLEANING SUPPLIES	19.86
126345	04/20/2017	IMPERIAL SPRINKLER SUPPLY	SUPPLIES FOR MAINT DISTRICTS	751.25

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126346	04/20/2017	INLAND DESERT SECURITY & COMMUNICATIONS	ANSWERING SERVICES 5/01-5/31/17	62.80
126347	04/20/2017	IRON MOUNTAIN	STORAGE, FINANCE 4/01/4/30/17	334.99
126348	04/20/2017	J&R CONCRETE PRODUCTS, INC.	CONCRETE PULLBOX & COVER	37.87
126349	04/20/2017	JIM ROGERS' LOCK & KEY	CHAMBER OF COMMERCE & BOB LONG PARK	494.37
126350	04/20/2017	JONNIE FOX ENTERTAINMENT	RODS & RAILS ENTERTAINMENT	700.00
126351	04/20/2017	LANGSTON MOTORSPORTS	TIRE REPAIRS/BATTERY FOR HONDA	521.46
126352	04/20/2017	LARRY MORITA	ENGINEERING PRINTS/BZ63 REIMBURSEMENT	51.40
126353	04/20/2017	CAMEL FINANCIAL, INC	TUTORING SERVICES MARCH 17	1,620.00
126354	04/20/2017	LOPEZ, CRYSTAL	REIMBURSE HEALTH FAIR EXPENSE	9.75
126355	04/20/2017	LOZA, FRANCISCO	REFUND- OVERPAYMENT OF CITATION	75.00
126356	04/20/2017	MALCOLM SMITH MOTORSPORTS, INC	2012 HONDA DIAGNOSE	1,454.83
126357	04/20/2017	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	13,107.25
126358	04/20/2017	ADRIENNE MORALES	VISION REIMBURSEMENT FY 16-17	254.80
126359	04/20/2017	NATIONAL RECREATION & PARK ASSOCIATION	CPRS MEMBERSHIP RENEWAL FOR GROUP	425.00
126360	04/20/2017	PCMG	MAC COMPUTER, KEYBOARD & MONITOR	7,126.55
126361	04/20/2017	PERRIS VALLEY PRINTING CO.	WINDOW ENVELOPES & 45 DAY NOTICES	881.43
126362	04/20/2017	PING LIANG	UB REFUND: 1610 PERENNIAL CT	121.64
126363	04/20/2017	PREMIERE GLOBAL SERVICES	CONFERENCE SERVICES 3/01-3/31/17	30.10
126364	04/20/2017	RELIABLE OFFICE SOLUTIONS INC	OFFICE SUPPLIES	848.39
126365	04/20/2017	RIGHTWAY	PORTA TOILET SERVICES	307.15
126366	04/20/2017	COUNTY OF RIVERSIDE	3RD QTR K-RAT MITIGATION FEES COLLECTED	2,900.00
126367	04/20/2017	RIVERSIDE COUNTY SHERIFF'S DEPARTMENT	EXTRA DUTY 3/14 & 3/28/17	650.99
126368	04/20/2017	RK ENGINEERING GROUP INC	PERRIS BLVD. WIDENING/D STREET	2,420.00
126369	04/20/2017	ROSA'S BRIDE & TUX SHOP	BREAKFAST WITH BUNNY	1,788.65
126370	04/20/2017	SCE	2/28-3/28/17	18,428.56
126371	04/20/2017	SMART & FINAL	GYM SPORTS DRINKS; RE SALE	985.69
126372	04/20/2017	LAURA SOSA	FITNESS INSTRUCTOR 4/03-4/15/17	2,054.40
126373	04/20/2017	SPARKLETT'S	BOTTLED WATER	314.68
126374	04/20/2017	STATE OF CALIFORNIA	3RD QTR SMI FEES	4,042.27
126375	04/20/2017	STATER BROS MARKETS	COUNCIL MEETING/NEW HIRE ORIENTATIONS	131.33
126376	04/20/2017	SYNTECH	STRONG BACK-UP SERVER SOFTWARE	1,879.75
126377	04/20/2017	THE TUNE SALOON	RODS & RAILS GAS PUMP AWARDS	960.00
126378	04/20/2017	COUNTY OF RIVERSIDE	TRAFFIC SIGNAL AT MURRIETA RD	1,616.26
126379	04/20/2017	TOM ALLEE	TOMCATS PERFORMANCE RODS & RAILS	400.00
126380	04/20/2017	TEMECULA VALLEY TOYOTA	2017 TOYOTA PRIUS & HIGHLANDER- PW & CODE ENFORCEMENT	67,735.66
126381	04/20/2017	TRI-LAKE CONSULTANTS, INC.	GENERAL ENGINEERING SERVICES 1/01-1/27/17	9,147.85
126382	04/20/2017	TYLER TECHNOLOGIES, INC.	ONSITE SERVICES 3/14-3/16/17	166.29
126383	04/20/2017	U.S. HEALTHWORKS MEDICAL GROUP	PRE-EMPLOYMENT PHYSICAL 3/09/17	76.00
126384	04/20/2017	VAR RESOURCES	TELECOM EQUIPMENT 4/15-5/14/17	990.90
126385	04/20/2017	VERIZON WIRELESS	ACCT 870873139-000001 2/14-3/13/17	2,407.46
126386	04/20/2017	ANGELICA VILLEGAS	TRANSLATION SERVICES-CITY FACEBOOK	1,134.09
126387	04/20/2017	XEROX CORPORATION	EQUIPMENT & SOFTWARE CHGS-ALL DEPTS	75.43
126388	04/20/2017	YOURMEMBERSHIP.COM, INC	RECRUITMENT FOR ANIMAL CONTROL	165.00
126389	04/25/2017	STATE CONTROLLER'S OFFICE	CONDEMNATION DEPOSIT: KELLY KAUS PROPERTY	1,205,959.00
126390	04/27/2017	ADAME LANDSCAPE, INC.	MONTHLY LANDSCAPE SERVICE/FEB 17	3,002.71
126391	04/27/2017	ALESHIRE & WYNDER, LLP	LEGAL SERVICES JAN 2017	20,787.00
126392	04/27/2017	AMERIPRIDE SERVICES INC.	UNIFORM RENTALS	655.81
126393	04/27/2017	ARK GROUP	PHOTOMETRIC PLAN OF LIGHTING AT HOUSING DEPT	950.00
126394	04/27/2017	AUTISTICALLY DELICIOUS	SENIOR PROM CATERING- DESSERTS	350.00
126395	04/27/2017	BMW MANAGEMENT	SENIOR PROM 2017 DINNER	1,050.00
126396	04/27/2017	CALIFORNIA CHURCH DIRECTORY NETWORK	%50 DEPOSIT FOR 2017 YOUTH SUMMER PROGRAM	1,850.00
126397	04/27/2017	CORPORATE PAYMENT SYSTEMS	HEALTH CONFERENCE/SR CENTER HOLIDAYS/SYMPATHY FLOWERS	803.25
126398	04/27/2017	CORPORATE PAYMENT SYSTEMS	COUNCIL PARKS TOUR/REC TEA PARTY/CMMTY GARDEN SUPPLIES	1,067.12
126399	04/27/2017	CORPORATE PAYMENT SYSTEMS	FERNHOLZ: LEAGUE OF CITIES-COUNCIL/HR SUPPLIES	3,099.99
126400	04/27/2017	DAVID TAUSIG AND ASSOCIATES, INC	PARKS & REC DEVELOPMENT IMPACT FEES STUDY-MARCH 17	16,189.08
126401	04/27/2017	DENNIS GRUBB & ASSOCIATES	PLAN CHECK SERVICES	5,875.00
126402	04/27/2017	EASTERN MUNICIPAL WATER DISTRICT	UTILITIES 3/08-4/10/17	9,177.68
126403	04/27/2017	ELITE ROAD SERVICES & TIRE, INC	TIRES FOR RIDING MOWERS	996.28
126404	04/27/2017	EWING	NOZZLES & PARTS	717.02
126405	04/27/2017	FAIR HOUSING COUNCIL OF RIVERSIDE COUNTY	MARCH 2017 HOUSING SERVICES	1,731.85
126406	04/27/2017	FRONTIER	FIRE STATION 4/13-5/12/17	223.19
126407	04/27/2017	FULL THROTTLE	RED CURB PAINTING MONUMENT PARK/GRAFFITI ABATEMENT	9,255.63
126408	04/27/2017	THE GAS COMPANY	1/25-2/24/17	90.75
126409	04/27/2017	GLENDALE PARADESTORE.COM	PROMO ITEM GIVEAWAYS-SHERIFF'S COMMUNITY BOOTH	949.65
126410	04/27/2017	GONZALEZ, OTILIO ALEX	EASTER LUNCHEON AT SENIOR CENTER	250.00
126411	04/27/2017	GUARANTEED JANITORIAL SERVICE	ADDITIONAL SERVICES - GYM 7/16/16	75.00
126412	04/27/2017	HARTWILL, DARYL	REIMBURSE: WATER TREATMENT OPERATOR FEES	130.00
126413	04/27/2017	HORTICULTURAL PEST MANAGEMENT	MARCH PEST CONTROL SERVICES	975.00
126414	04/27/2017	INLAND DESERT SECURITY & COMMUNICATIONS	ANSWERING SERVICES 5/01-5/31/17	687.60
126415	04/27/2017	INLAND PRESORT & MAILING SERVICES	SENIOR CENTER MONTHLY MAILING	67.84
126416	04/27/2017	JOHNSON MACHINERY CO.	SKIDSTEER TRACK TYPE MTL287	43.74
126417	04/27/2017	LA GARE CAFE	ADDITIONAL 20- BREAKFAST WITH BUNNY EVENT	200.00
126418	04/27/2017	MBC MATTRESS CO., INC	MATTRESSES- FIRE STATION 90	5,146.63
126419	04/27/2017	MULLINS, JERRY	RODS & RAILS PARKING COORDINATOR	300.00
126420	04/27/2017	NAPA AUTO PARTS	RATCHET STRAP ASSEMBLY, 4-PK RATCHET STRAP	462.02
126421	04/27/2017	OGAWA, MICHELE	REIMBURSE: ICSC FLIGHT/MIRAMONTES	285.96
126422	04/27/2017	ORTIZ, SERGIO	VISION REIMBURSEMENT FY 16-17	390.49
126423	04/27/2017	PACIFIC CODE COMPLIANCE	CDGB PROGRAM/B. JOHNSON MARCH 17	3,200.00
126424	04/27/2017	PERDUE & RUSSELL REAL ESTATE	KAUS PROPERTY APPRAISAL 171 E 1ST STREET	7,050.00

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126425	04/27/2017	PRINCIPLES CONTRACTING, INC.	PERRIS VALLEY STORM DRAIN TRAIL/PMT REQUEST #2	265,493.18
126426	04/27/2017	RIGHTWAY	PORTA TOILET SERVICES	453.59
126427	04/27/2017	COUNTY OF RIVERSIDE	CODE ENFORCEMENT SERVICES 12/01-12/31/16	75,583.06
126428	04/27/2017	ROSA'S BRIDE & TUX SHOP	SENIOR CENTER VALENTINES' DAY & EASTER LUNCHEON	717.38
126429	04/27/2017	ROW TRAFFIC SAFETY, INC	SIGNS FOR BOYS&GIRLS CLUB/ORANGE CONES/ANCHORS/POSTS	8,555.54
126430	04/27/2017	SCE	3/09-4/10/17	5,653.12
126431	04/27/2017	SHEPHERD & STAATS INC	ONSITE SUPPORT, ASSIST WITH DISTRICT BILLS	1,170.00
126432	04/27/2017	SIMPLEXGRINNELL	SERVICE REQUEST 400 S DT ST (PERRIS BANK)	600.00
126433	04/27/2017	LAURA SOSA	50% DEPOSIT VOLLEYBALL INSTRUCTOR	300.00
126434	04/27/2017	STANLEY CONVERGENT SECURITY	SERVICE AT CITY HALL/PUBLIC WORKS/SENIOR CENTER	776.25
126435	04/27/2017	SUNGARD PUBLIC SECTOR INC	PENTAMATION CONTRACT 5/01-5/31/17	3,388.00
126436	04/27/2017	TASO TECH, INC	SPECTRUM POINT TO POINT FIBER TO PUBLIC WORKS	735.00
126437	04/27/2017	SPECTRUM BUSINESS	INTERNET/CABLE VARIOUS DEPTS APR-MAY 17	3,177.62
126438	04/27/2017	TRI-LAKE CONSULTANTS, INC	BRIDGE REHAB/ANNUAL SLURRY SEAL/ATP GRANT	15,272.74
126439	04/27/2017	TRI-R GENERAL CONTRACTORS INC	HOUSING BEAUTIFICATION PROGRAM-5 HOMES	49,014.50
126440	04/27/2017	VAL VERDE GRAPHICS	CODE ENFORCEMENT UNIFORMS	432.00
126441	04/27/2017	VISTA PAINT CORPORATION	SPRAY PAINT/GRAFFITI BLOCK	686.86
126442	04/27/2017	WATER EDUCATION SERVICES, INC	SPECIAL PROJECTS COORDINATION MARCH 2017	7,246.00
126443	04/27/2017	XEROX CORPORATION	COPIER LEASE	430.13
126444	04/27/2017	VAL VERDE GRAPHICS	CERT GRANT- POLO SHIRTS, EMBROIDERED DESIGN	3,607.25
TOTAL REGISTER				\$ 5,579,876.88

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: May 30, 2017

SUBJECT: Consideration to Introduce the First Reading of Ordinance Number (Next in Order) Adding Chapter 2.58, (Electronic Filing of Campaign Disclosure Statements.) to Title 2 (Administration and Personnel) of the Perris Municipal Code Relating to Electronic and Paperless Filing of Fair Political Practices Commission Campaign Disclosure Statements;

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ADDING CHAPTER 2.58, (ELECTRONIC FILING OF CAMPAIGN DISCLOSURE STATEMENTS) TITLE 2 (ADMINISTRATION AND PERSONNEL) TO THE PERRIS MUNICIPAL CODE RELATING TO ELECTRONIC AND PAPERLESS FILING OF FAIR POLITICAL PRACTICES COMMISSION (FPPC) CAMPAIGN DISCLOSURE STATEMENTS

REQUESTED ACTION: Introduce the First Reading of Ordinance Number (next in order) Adding Chapter 2.58, (Electronic Filing of Campaign Disclosure Statements.) to Title 2 (Administration and Personnel) of the Perris Municipal Code Relating to Electronic and Paperless Filing of Fair Political Practices Commission Campaign Disclosure Statements;

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ADDING CHAPTER 2.58, (ELECTRONIC FILING OF CAMPAIGN DISCLOSURE STATEMENTS) TITLE 2 (ADMINISTRATION AND PERSONNEL) TO THE PERRIS MUNICIPAL CODE RELATING TO ELECTRONIC AND PAPERLESS FILING OF FAIR POLITICAL PRACTICES COMMISSION (FPPC) CAMPAIGN DISCLOSURE STATEMENTS

CONTACT: Eric Dunn, City Attorney

BACKGROUND/DISCUSSION:

On January 1, 2013 Assembly Bill 2452 went into effect adding Section 84615 to the California Government Code, which allows local government agencies to require an elected officer, candidate, or committee to file statements, reports, or other documents online or electronically with its local filing officer. The adoption of an ordinance is only required for Fair Political Practice

Commission (FPPC) campaign finance forms and is not necessary for Statement of Economic Interest (Form 700), although the electronic filing option will be offered for Form 700's as well.

Although Government Code 84615 authorizes a local agency to mandate electronic filing, staff recognizes that such mandates could have a direct effect on those committees or individuals who do not have computer access or familiarity with computer programs. To prevent any hardship, staff recommends that the City Council approve an Opt-In/Opt-Out program allowing anyone who wishes to do so, to continue filing paper forms. Once a committee has successfully completed online filing, they would then be required to continue to file online in the future. This will ensure the continuity and integrity of the data used to generate reports over the course of an election cycle.

After review of various companies that offer this service City staff has selected Netfile as the most responsive company to meet the filing needs of our City. Utilizing the Netfile system, filers will be able to input information periodically, or all at once, with the system retaining aggregating data specific to a campaign, to be used and carried over from one reporting period to the next.

Pursuant to Government Code Section 84615 the City Council must adopt an ordinance permitting the online filing system as an option for filing, and designating the filings received electronically as the filings of record. It also requires that the legislative body "adopt an ordinance approving the use of online or electronic filing" by making certain findings "that the online or electronic filing system will operate securely and effectively and would not unduly burden filers..."

In terms of security, the NetFile system is a web-based vendor-hosted application that utilizes "industry best practices" for securing data, using the same data encryption for online filings that is used by banks for online banking. NetFile stores and backs up data at three separate locations, creating the essential safety measures and redundancy that will allow for recovery of information in the event of an emergency or disaster.

The system will be free of charge to filers and will be available to the public to view filings and will include procedures for filers to comply with the requirement that they sign statements and reports under penalty of perjury.

Electronic filing will be available for the filing of including, but not limited to, Forms 410, 460, 470, 496, 497 and 700. NetFile is fully integrated with the FPPC 87200 e-filing system. All 87200 filings will automatically be transmitted to the FPPC.

Training will be available to those wishing to utilize the system.

The cost for the NetFile system is \$8400.00 per year to develop and maintain a system that permits the City of Perris and users to electronically file FPPC campaign disclosure statements for committees that have a responsibility to file with the City of Perris. The system includes an online filer application, admin portal and public viewing portal. The contract price is valid for a period of 5 years from the date of signing and may be cancelled by either party with 30 days' notice. NetFile will pay the required \$1,000.00 application fee to the FPPC.

A contract with NetFile will be brought back for City Council consideration at the June 13, 2017 City Council meeting.

The use of electronic filing will promote transparency and provide timely viewing of campaign finance and economic interest information for members of the public.

BUDGET (or FISCAL) IMPACT:

There is no budget impact with the adoption of this Ordinance. A contract with NetFile will be brought back for consideration by the City Council at the June 13, 2017 City Council meeting.

RECOMMENDATION:

It is recommended that the City Council introduce the First Reading of Ordinance Number (next in order) adding Chapter 2.58, (Electronic Filing of Campaign Disclosure Statements.) to Title 2 (Administration and Personnel) of the Perris Municipal Code Relating to Electronic and Paperless Filing of Fair Political Practices Commission Campaign Disclosure Statements for the filing of Campaign Finance Forms.

Reviewed by:

City Attorney: Yes-Assistant City Attorney Robert Khuu

Assistant Finance Director Jennifer Erwin *JE*

Interim Assistant City Manager Darren Madrin *DM*

Consent:

Public Hearing: Yes

Business Item:

Attachments:

Ordinance Number (Next in Order) Adopting Chapter 2.58 of the Perris Municipal Code
And Exhibit A

ORDINANCE NUMBER (NEXT IN ORDER)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ADDING CHAPTER 2.58, (ELECTRONIC FILING OF CAMPAIGN DISCLOSURE STATEMENTS) TITLE 2 (ADMINISTRATION AND PERSONNEL) TO THE PERRIS MUNICIPAL CODE RELATING TO ELECTRONIC AND PAPERLESS FILING OF FAIR POLITICAL PRACTICES COMMISSION (FPPC) CAMPAIGN DISCLOSURE STATEMENTS

WHEREAS, The purpose of this Ordinance is to add the option of filing Campaign Disclosure Statements by elected officials, candidates, or committees electronically. The City Council enacts this Ordinance in accordance with the authority granted to cities by State law; and

WHEREAS, California Government Code Section 84615 provides that a legislative body of a local government agency may adopt an ordinance that requires an elected officer, candidate, or committee, required to file statements, reports, or other documents required by Chapter 4 of the Political Reform Act to file such statements, reports or other documents online or electronically with the City Clerk; and

WHEREAS, In any instance in which the original statement is required to be filed with the Secretary of State and a copy of that statement is required to be filed with the local government agency, the ordinance may permit, but shall not require, that the copy be filed online or electronically; and

WHEREAS, The City Council expressly finds and determines that the City Clerk's web-based system contains multiple safeguards to protect the integrity and security of the data, and will operate securely and effectively and will not unduly burden filers; and

WHEREAS, The City Clerk will operate the electronic filing system in compliance with the requirements of California Government Code Section 84615 and any other applicable laws.

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

Section 1. Recitals Incorporated. The foregoing Recitals are incorporated herein by reference as if set forth in full.

Section 2. Chapter Added. Chapter 2.58, (Electronic Filing of Campaign Disclosure Statements) is hereby added to Title 2 (Administration and Personnel) of the Perris Municipal Code as shown in Exhibit "A".

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 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, SIGNED and APPROVED this 13th day of June, 2017.

Michael M. Vargas, Mayor

ATTEST:

Nancy Salazar, City Clerk

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

I, Nancy Salazar, City Clerk of the City of Perris that the foregoing Ordinance Number (next in order) was duly introduced by the City Council of the City of Perris at a regular meeting of said Council on the 30th day of May, 2017 and duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the 13th day of June, 2017, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Nancy Salazar, City Clerk

Exhibit A

Chapter 2.58 of the Perris Municipal Code is hereby added to read as follows:

2.58 Electronic Filing of Campaign Disclosure Statements

2.58.010 General.

- A. Any elected officer, candidate, or committee required to file statements, reports or other documents ("Statements") as required by Chapter 4 of Chapter 4 of the Political Reform Act (California Government Code Section 84100 *et seq.*) may file such Statements using the City Clerk's online filing system according to procedures established by the City Clerk. These procedures shall ensure that the online filing system complies with the requirements set forth in Section 84615 of the Government Code. From and after July 15, 2017, elected officers, candidates and committees required to file Statements may file such Statements using the City Clerk's online system.
- B. The online filing system shall ensure the integrity of the data transmitted and shall include safeguards against efforts to tamper with, manipulate, alter, or subvert the data.
- C. The online filing system shall only accept a filing in the standardized record format that is developed by the California Secretary of State pursuant to Section 84602(a)(2) of the California Government Code and that is compatible with the Secretary of State's system for receiving an online or electronic filing.

2.58.020 Procedures for Utilizing Online Filing.

- A. During the period commencing with the effective date of Ordinance Number (next in order), an elected officer, candidate, or committee may choose to opt-in to the electronic filing system by electronically filing a Statement that is required to be filed with the City Clerk pursuant to Chapter 4 of Title 9 of the California Government Code (California Government Code Section 84100 *et seq.*). Once the elected officer, candidate or committee has opted-in, all subsequent Statements shall be filed electronically. An elected officer, candidate, or committee may opt-out of the electronic filing system by filing original Statements in paper format with the City Clerk. Thereafter the elected officer, candidate or committee shall file all original Statements in paper format with the City Clerk.
- B. Any elected officer, candidate, or committee who has electronically filed a statement using the City Clerk's online system is not required to file a copy of that document in paper format with the City Clerk.
- C. The City Clerk shall issue an electronic confirmation that notifies the filer that the Statement was received, which notification shall include the date and the time that the Statement was received and the method by which the filer may view and print the data received by the City Clerk. The date of filing for a Statement filed online shall be the day that it is received by the City Clerk.
- D. If the City Clerk's online system is not capable of accepting a Statement or if no such online system exists, an elected officer, candidate, or committee shall file that Statement in paper format with the City Clerk.
- E. The online filing system shall enable electronic filers to complete and submit filings free of charge.

2.58.030 Availability of Statements for Public Review; Record Retention

- A. The City Clerk's system shall make all the data filed available on the Internet in an easily understood format that provides the greatest public access. The data shall be made available free of charge and as soon as possible after receipt. The data made available on the Internet shall not contain the street name of the persons or entity representatives listed on the electronically filed forms, any bank account number required to be disclosed by the filer, or any other information that may not be disclosed pursuant to any applicable law. The City Clerk's office shall make a complete, unredacted copy of the statement available to the Fair Political Practices Commission for filers who are required to file pursuant to California Government Code § 87200.
- B. The City Clerk's office shall maintain, in accordance with the adopted Records Retention Schedule of the City of Perris and any applicable law, a secured, official version of each online or electronic statement which shall serve as the official version of that record for purpose of audits

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: May 30, 2017

SUBJECT: Consideration to Introduce the First Reading of Ordinance Number (Next in Order) updating the City of Perris Municipal Code.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ADOPTING BY REFERENCE AND ENACTING AN UPDATED CODE FOR THE PERRIS MUNICIPAL CODE, INCLUDING THE FOLLOWING SECONDARY CODES ADOPTED BY REFERENCE THEREIN: 2016 EDITIONS OF THE CALIFORNIA MODEL CODES, CALIFORNIA BUILDING CODE VOLUMES 1 & 2, CALIFORNIA PLUMBING, MECHANICAL, ELECTRICAL CODE, CALIFORNIA FIRE CODE, THE CALIFORNIA EXISTING BUILDING CODE, CALIFORNIA GREEN BUILDING STANDARDS CODE, CALIFORNIA ENERGY CODE, CALIFORNIA ADMINISTRATIVE CODE AND RELATED REFERENCE STANDARDS CODES WITH APPENDICES, ICC VALUATION TABLES AND AMENDMENTS THERETO; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

REQUESTED ACTION: Introduce the First Reading of Ordinance Number (next in order) updating the City of Perris Municipal Code and setting June 13, 2017 as the date and time of the Public Hearing to consider adoption of the below entitled ordinance, and directing the City Clerk to publish the Notice of Public Hearing in accordance with Government Code Section 50022.3;

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ADOPTING BY REFERENCE AND ENACTING AN UPDATED CODE FOR THE PERRIS MUNICIPAL CODE, INCLUDING THE FOLLOWING SECONDARY CODES ADOPTED BY REFERENCE THEREIN: 2016 EDITIONS OF THE CALIFORNIA MODEL CODES, CALIFORNIA BUILDING CODE

VOLUMES 1 & 2, CALIFORNIA PLUMBING, MECHANICAL, ELECTRICAL CODE, CALIFORNIA FIRE CODE, THE CALIFORNIA EXISTING BUILDING CODE, CALIFORNIA GREEN BUILDING STANDARDS CODE, CALIFORNIA ENERGY CODE, CALIFORNIA ADMINISTRATIVE CODE AND RELATED REFERENCE STANDARDS CODES WITH APPENDICES, ICC VALUATION TABLES AND AMENDMENTS THERETO; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

CONTACT: Eric Dunn, City Attorney

BACKGROUND/DISCUSSION:

The City of Perris Municipal Code is a compilation of the laws and regulations of the City of Perris. As part of the process of updating the Municipal Code that commenced in early 2015 it became apparent that a complete legal review and republishing was necessary to bring the Municipal Code legally current. The proposed adoption of the updated code is the first since it was originally published in 1972 and constitutes a recodification of the general and permanent ordinances of the City of Perris.

Additionally, Title 19, Zoning, has been historically a separately maintained document from the Perris Municipal Code. Although Title 19 has been available on the City's website, it has not been searchable, and therefore not easily worked with. With this republishing Title 19 has been codified and merged and will now be a part of the Municipal Code. The entire Municipal Code will be available online and will be easily searchable and accessible from the City of Perris website. Anyone viewing the Municipal Code will have the ability to print, download or email any portion of the code.

The Municipal Code will be updated, via supplements, a minimum of two times per year (April and October) and more frequently if necessary.

All ordinances that have been adopted on or after September 29, 2015 will be included in the first supplement.

Government Code Section 50022.3 provides that when adopting a code by reference the Legislative Body, after the first reading of the proposed ordinance, shall schedule a public hearing. Staff recommends that the public hearing for the second reading of the above entitled ordinance be scheduled for June 13, 2017 at 6:30 p.m. The code additionally requires that pursuant to Government Code Section 6066 a notice shall be published in a newspaper of general circulation. The required notice will be published in the Perris Progress, the local adjudicated newspaper on May 26th and May 31st. The ordinance will become effective 30 days after adoption.

BUDGET (or FISCAL) IMPACT:

The cost of the republishing of the Municipal Code was included in the FY 15/16 and 16/17 budgets.

RECOMMENDATION:

It is recommended that the City Council introduce the First Reading of Ordinance Number (next in order) re-adopting the City of Perris Municipal Code and setting June 13, 2017 at 6:30 p.m. as the date and time of the Public Hearing for the 2nd reading of the above entitled ordinance and directing the City Clerk to publish the notice of Public Hearing in accordance with Government Code 50022.3

Reviewed by:

City Attorney: Yes - Assistant City Attorney Robert Khuu

Assistant Finance Director Jennifer Erwin 

Interim Assistant City Manager Darren Madrin 

Consent:

Public Hearing: Yes

Business Item:

Attachments: Propose Ordinance Number (next in order) Adopting the Updated Perris Municipal Code

Notice of Public Hearing

ORDINANCE NO. (NEXT IN ORDER)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ADOPTING BY REFERENCE AND ENACTING AN UPDATED CODE FOR THE PERRIS MUNICIPAL CODE, INCLUDING THE FOLLOWING SECONDARY CODES ADOPTED BY REFERENCE THEREIN: 2016 EDITIONS OF THE CALIFORNIA MODEL CODES, CALIFORNIA BUILDING CODE VOLUMES 1 & 2, CALIFORNIA PLUMBING, MECHANICAL, ELECTRICAL CODE, CALIFORNIA FIRE CODE, THE CALIFORNIA EXISTING BUILDING CODE, CALIFORNIA GREEN BUILDING STANDARDS CODE, CALIFORNIA ENERGY CODE, CALIFORNIA ADMINISTRATIVE CODE AND RELATED REFERENCE STANDARDS CODES WITH APPENDICES, ICC VALUATION TABLES AND AMENDMENTS THERETO; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

WHEREAS, the City of Perris Municipal Code was originally published in 1972.

WHEREAS, the city council of the City of Perris finds and declares that the Perris Municipal Code should be amended to provide a contemporary municipal code, and to delete obsolete provisions, clarify remaining provisions, and make all other corrections necessary to Titles 1 through 20, inclusive, of the Perris Municipal Code.

WHEREAS, Municipal Code Corporation was hired by the City to compile, edit and publish the Perris Municipal Code.

WHEREAS, Government Code Section 50022.10 provides that a code that has been adopted and fully published or adopted by reference may be recodified or recompiled and thereafter adopted by reference.

WHEREAS, Municipal Code Corporation has recompiled the ordinances of the City of Perris into a unified "Perris Municipal Code" and the City Council desires to adopt the new "Perris Municipal Code" by reference.

WHEREAS, after the first reading of this Ordinance, the City Council directed the City Clerk to schedule a public hearing for this Ordinance and publish notice pursuant to Government Code Section 6066.

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

Section 1. Pursuant to the provisions of Sections 50022.1 through 50022.8 and 50022.10 of the California Government Code Annotated, the City Council adopts by reference the "Perris Municipal Code" as a comprehensive ordinance Code for the City of Perris, published by Municipal Code Corporation and on file in the City Clerk's office located at 101 N. "D" Street in Perris, California, consisting of titles 1 through 20, each inclusive, together with those secondary codes adopted by reference as authorized by the California State Legislature, save and except those portions of the secondary codes as are deleted or modified by the provisions of the "Perris Municipal Code."

Section 2. Copies of the Perris Municipal Code and all of the secondary codes adopted by reference therein are on file with the City Clerk and are open to public inspection.

Section 3. All ordinances of a general and permanent nature enacted on or before September 29, 2015, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 4. The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 5. Chapter 1.01 of Title 1 of the Perris Municipal Code shall read as follows:

Chapter 1.01 – CODE ADOPTION

1.01.010 - Reserved.

1.01.020 - Title—Citation—Reference.

This code shall be known as the "Perris Municipal Code" and it shall be sufficient to refer to said code as the "Perris Municipal Code" in any prosecution for the violation of any provision thereof or in any proceeding at law or equity. It shall be sufficient to designate any ordinance adding to, amending, correcting or repealing all or any part or portion thereof as an addition to, amendment to, correction or repeal of the "Perris Municipal Code." Further reference may be had to the titles, chapters, sections and subsections of the "Perris Municipal Code" and such references shall apply to that numbered title, chapter, section or subsection as it appears in the code.

1.01.030 - Codification authority.

This code consists of all the regulatory and penal ordinances and certain of the administrative ordinances of the city, codified pursuant to the provisions of Sections 50022.1 through 50022.8 and 50022.10 of the California Government Code Annotated.

1.01.040 - Reference applies to all amendments.

Whenever a reference is made to this code as the "Perris Municipal Code" or to any portion thereof, or to any ordinance of the city, the reference shall apply to all amendments, corrections and additions heretofore, now or hereafter made.

1.01.050 - Title, chapter and section headings.

Title, chapter and section headings contained in this code shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of any title, chapter or section hereof.

1.01.060 - Reference to specific ordinances.

The provisions of this code shall not in any manner affect matters of record which refer to or are otherwise connected with ordinances which are therein specifically designated by number or otherwise and which are included within the code, but such reference shall be construed to apply to the corresponding provisions contained within this code.

1.01.070 - Effect of code on past actions and obligations.

Neither the adoption of this code nor the repeal or amendments hereby or any ordinance or part or portion of any ordinance of the city shall in any manner affect the prosecution for violations of ordinances, which violations were committed prior to the effective date hereof, nor be construed as a waiver of any license, fee or penalty at said effective date due and unpaid under such ordinances, nor be construed as affecting any of the provisions of such ordinances relating to the collection of any such license, fee or penalty, or the penal provisions applicable to any violation thereof, nor to affect the validity of any bond or cash deposit in lieu thereof required to be posted, filed or deposited pursuant to any ordinance and all rights and obligations thereunder appertaining shall continue in full force and effect.

1.01.080 - Effective date.

This code shall become effective on the date the ordinance codified in this chapter adopting this code as the "Perris Municipal Code" becomes effective.

1.01.090 - Constitutionality.

If any section, subsection, sentence, clause or phrase of this code is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this code. The council declares that it would have passed this code, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases had been declared invalid or unconstitutional, and if for any reason this code should be declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect.

Section 6. General Penalty

(a) Except in cases where a different punishment is specifically prescribed elsewhere in the Code, every misdemeanor offense is punishable by imprisonment in the city or county jail for a period not exceeding six months, or by a fine not exceeding \$1,000.00, or by both, provided that where the city attorney determines that such action would be in the interests of justice, the city attorney may specify in the accusatory pleading that the offense shall be an infraction.

(b) Except as otherwise prescribed elsewhere in the Code, every offense specifically declared to be an infraction is punishable by a fine not exceeding \$100.00 for a first violation, a fine not exceeding \$200.00 for a second violation of the same provision within one year, and a fine not exceeding \$500.00 for each additional violation of the same provision within one year. An infraction is not punishable by imprisonment. A person charged with an infraction shall not be entitled to a trial by jury and shall not be entitled to have the public defender or other counsel appointed at public expense to represent him unless he is arrested and not released on his written promise to appear, his own recognizance or a deposit of bail. However, any person who has previously been convicted two or more times during any 12-month period for any crime made punishable as an infraction shall be guilty of a misdemeanor upon the third violation.

(c) Notwithstanding any other provision of law, a violation of local building and safety codes determined to be an infraction is punishable by:

- (1) A fine not exceeding \$100.00 for a first violation;
- (2) A fine not exceeding \$500.00 for a second violation of the same ordinance within one year;
- (3) A fine not exceeding \$1,000.00 for each additional violation of the same ordinance within one year of the first violation.

Additions or amendments to the Code when passed in such form as to indicate the intention of the City to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 7. Ordinances adopted after September 29, 2015, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 8. **Effective Date.** This Ordinance shall take effect 30 days after its adoption.

Section 9. **Severability.** If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portions thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases or portions thereof be declared invalid or unconstitutional.

Section 10. Certification. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Perris.

ADOPTED, SIGNED and APPROVED this ____ day of _____, 2017.

Michael M. Vargas, Mayor

ATTEST:

Nancy Salazar, City Clerk

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

I, Nancy Salazar, City Clerk of the City of Perris that the foregoing Ordinance Number ____ was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the ____ day of _____, 2017, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:

Nancy Salazar, City Clerk

PUBLIC HEARING NOTICE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ADOPTING BY REFERENCE AND ENACTING AN UPDATED CODE FOR THE PERRIS MUNICIPAL CODE, INCLUDING THE FOLLOWING SECONDARY CODES ADOPTED BY REFERENCE THEREIN: 2016 EDITIONS OF THE CALIFORNIA MODEL CODES, CALIFORNIA BUILDING CODE VOLUMES 1 & 2, CALIFORNIA PLUMBING, MECHANICAL, ELECTRICAL CODE, CALIFORNIA FIRE CODE, THE CALIFORNIA EXISTING BUILDING CODE, CALIFORNIA GREEN BUILDING STANDARDS CODE, CALIFORNIA ENERGY CODE, CALIFORNIA ADMINISTRATIVE CODE AND RELATED REFERENCE STANDARDS CODES WITH APPENDICES, ICC VALUATION TABLES AND AMENDMENTS THERETO; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

NOTICE IS HEREBY GIVEN that the City Council of the City of Perris will hold a Public Hearing at 6:30 pm, on Tuesday, June 13, 2017, in the City Council Chambers, 101 North "D" Street, Perris, California, to consider adoption of an ordinance adopting the Perris Municipal Code by reference. At the time of the public hearing, any person may appear and be heard in support of or opposition to this ordinance.

A complete version of the proposed Municipal Code, as well as all secondary codes, including the 2016 California Building, Mechanical, Plumbing, Electrical, Fire, Residential, Green Building, Energy, Existing, Administrative Codes and Referenced Standards, and certain local amendments thereto, are available for viewing in the office of the City Clerk, Perris City Hall, 101 N. D Street, Perris, California, during normal business hours.

The purpose of this ordinance is to adopt the republished Perris Municipal Code. The Municipal Code is a compilation of the laws and regulations of the City of Perris. This will be the first republication since the Municipal Code was published in 1972.

Any person challenging this ordinance in court, may be limited to raising only those issues identified at the public hearing described in this notice or in writing delivered to the City Council prior to the public hearing.

Please contact the City Clerk's office at 951-956-2925 for further information.

//s// Nancy Salazar

City Clerk

Publish Dates: May 26, 2017 and May 31, 2017

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: May 30, 2017

SUBJECT: **General Plan Amendment 16-05031, Zone Change 16-05030, Tentative Parcel Map (TPM 37181) 16-05150, and Development Plan Review 16-00002** for the development of a 372-unit multifamily apartment community, with a 4,482 sq. ft. recreation building and a variety of amenities on 16.9 vacant acres located at the northeast corner of "A" Street and Metz Road. Applicant: Danny Brose

REQUESTED ACTION:

Approve Resolution No. (next in order) approving General Plan Amendment 16-05031, Tentative Parcel Map (TPM 37181) 16-05150, and Development Plan Review 16-00002, based on the findings and subject to the Conditions of Approval, and Mitigated Negative Declaration 2329.

Introduce First Reading of Ordinance No. (next in order) to approve Zone Change 16-05030 to change the land use of a 16.9 acre parcel from R-6,000-MAOZ (Single-Family Residential) to MFR-22-MAOZ (Multi-Family Residential) located at the northeast corner of "A" Street and Metz Road.

CONTACT: Clara Miramontes, Development Services Director

BACKGROUND/DISCUSSION:

On May 17, 2017, the Planning Commission, recommended approval to the City Council to construct a 372-unit multifamily apartment community, with a 4,482 sq. ft. recreation/clubhouse building and a variety of amenities on 16.9 undeveloped acres located at the northeast corner of "A" Street and Metz Road. The applicant also raised concerns about reaching a mutual agreement with the Perris Union School District regarding costs for required on-site improvements at the California Military Institute parking lot facilities. However, the applicant did indicate willingness to continue working with the school district and did not object to the conditions of approval, overall.

A General Plan Amendment (GPA) and Zone Change (ZC) applications are required to change the land use designation of five (5) parcels totaling 16.9 net acres from R-6,000-MAOZ (Single-Family Residential) to MFR-22-MAOZ (Multi-Family Residential) to increase the allowed residential density. The project also requires a Tentative Parcel Map (37181) application to merge five (5) existing lots to facilitate construction of this apartment community.

The project will provide market-rate apartments. Access will be provided from "A" Street and Metz Road which primary access will be provided through "A" Street. A total of 522 standard parking spaces are provided (372 carport spaces) throughout the project site. The project includes site amenities such as: Clubhouse, four (4) tot-lot areas, half basketball court facility, swimming pool, volleyball court, and several picnic areas with benches, barbeque grills.

On May 12, 2016, the Airport Land Use Commission (ALUC) ruled the project to be consistent with the March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan (MARB ALUCP) and the Perris Valley Airport Land use Compatibility Plan (PV ALUCP).

An Initial Study was prepared for the project in accordance with the City's guidelines implementing the California Environmental Quality Act. Staff has concluded that all potential significant effects on the environment can be reduced to a less than significant level through mitigation measures, the design of the development, the zoning code and standard requirements of the City, therefore a Mitigated Negative Declaration (no. 2329) has been prepared. Detailed project information is provided in the attached staff report, initial study, and conditions of approval.

BUDGET (or FISCAL) IMPACT: Costs for staff preparation of this item are borne by the applicant.

PREPARED BY: Nathan Perez, Associate Planner 

Interim Assistant City Manager: Darren Madkin 
Assistant Director of Finance: Jennifer Erwin 

Public Hearing: May 30, 2017

Attachments:

- Exhibit A- Ordinance and Resolution
- Exhibit B- Conditions of Approval (Revised Planning, Engineering, and Public Works)
- Exhibit C- Aerial and Vicinity Map
- Exhibit D- Site Plan, Elevations, and Tentative Parcel Map
- Exhibit E- Perris Union High School District letter dated March 29, 2017
- Exhibit F- Planning Commission Staff report, MND and MMRP
- Exhibit G- Initial Study

Initial Study and Associated Studies are on File at the Planning Department and available online at:
<http://www.cityofperris.org/city-hall/departments/development/planning.html>

ORDINANCE NUMBER next in order

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING A ZONE CHANGE 16-05030 TO REZONE FIVE PARCELS TOTALING 16.9 ACRES FROM R-6,000-MAOZ SINGLE FAMILY RESIDENTIAL TO MFR-22 MULTI FAMILY RESIDENTIAL TO FACILITATE A 372-UNIT APARTMENT COMMUNITY LOCATED AT THE NORTHEAST CORNER OF A STREET AND METZ ROAD AND MITIGATED NEGATIVE DECLARATION 2329, AND MAKING FINDINGS IN SUPPORT THEREOF.

WHEREAS, the City of Perris received an application for a Zone Change ZC 16-05030 for the development of a 372-unit multifamily apartment community to be located at the northeast corner of "A" Street and Metz Road; and

WHEREAS, the proposed location of the 372-unit apartment complex is in accordance with the objectives of the Zoning Ordinance and the purpose of the MFR-22 (Multifamily) zoning district; and

WHEREAS, the project is located on a 16.9 acre undeveloped site surrounded by vacant land to the north and west, a basin to the east, and a school storage transportation yard to the south; and

WHEREAS, On May 12, 2016, the Airport Land Use Commission (ALUC) ruled the project to be consistent with the March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan (MARB ALUCP) and the Perris Valley Airport Land use Compatibility Plan (PV ALUCP); and

WHEREAS, a Planning Commission hearing was held on May 17, 2017, at which time all interested persons were given full opportunity to be heard and to present evidence; and

WHEREAS, General Plan Amendment 16-05031, Zone Change 16-05030, Tentative Parcel Map (TPM 37181) 16-05150, and Development Plan Review 16-00002 have been duly noticed; and

WHEREAS, a City Council hearing was held on May 30, 2017, at which time all interested persons were given full opportunity to be heard and to present evidence; and

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

Exhibit A

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

Section 2. The City Council has determined that although the proposed project could have a significant effect on the environment, there would not be an adverse effect by this project because revisions in the project have been made by or agreed to by the project proponent, and a Mitigated Negative Declaration has been prepared pursuant to the California Environmental Quality Act (CEQA).

Section 3. Based upon the information contained within the staff report and accompanying attachments, with respect to the proposed Zone Change, the City Council hereby finds:

1. The proposed land use designation is consistent with the applicable General Plan objectives, policies, and programs.
2. The proposed land use designation is compatible with adjoining uses.
3. The proposed land use designation is a logical extension of the existing pattern.

Section 4. The City Council hereby approves Zone Change 16-05030 based on the information and findings presented in the staff report.

Section 5. The City Council declares that should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Resolution shall remain in full force and effect.

Section 6. The Mayor shall sign this Ordinance and the City Clerk shall certify to the adoption of this Ordinance, and shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect thirty days after its final passage.

ADOPTED, SIGNED, and APPROVED this 30th day of May 2017.

Michael M. Vargas, Mayor

ATTEST:

Nancy Salazar, City Clerk

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

I, Nancy Salazar, City Clerk of the City of Perris, do hereby certify that the foregoing Ordinance was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 30th day of May 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Nancy Salazar, City Clerk

EXHIBIT A: Zone Change 16-05030 Exhibit

RESOLUTION NO. next in order

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING MITIGATED NEGATIVE DECLARATION 2329 FOR GENERAL PLAN AMENDMENT 16-05031, TENTATIVE PARCEL MAP 37181 (16-05150), AND DEVELOPMENT PLAN REVIEW 16-00002 FOR THE DEVELOPMENT OF A 372-UNIT APARTMENT COMMUNITY TO BE LOCATED AT THE NORTHEAST CORNER OF A STREET AND METZ ROAD.

WHEREAS, the City of Perris received applications for General Plan Amendment 16-05031, Zone Change 16-05030, Tentative Parcel Map (TPM 37181) 16-05150, and Development Plan Review 16-00002, for the development of a 372-unit multifamily apartment community to be located at the northeast corner of “A” Street and Metz Road; and

WHEREAS, the General Plan Amendment will change the land use designation of a 16.9 acre parcel from R-6,000 to MFR-22 to facilitate construction of an apartment community; and

WHEREAS, the proposed location of the 372-unit apartment community is in accordance with the objectives of the Zoning Ordinance and the purpose of the MFR-22 (Multifamily) zoning district; and

WHEREAS, Tentative Parcel Map 37181 will consolidate five (5) parcels into one (1) residential parcel to facilitate the development of the apartment community; and

WHEREAS, the project is located on a 16.9 acre undeveloped site surrounded by vacant land to the north and west, a basin to the east, and a school storage transportation yard to the south; and

WHEREAS, On May 12, 2016, the Airport Land Use Commission (ALUC) ruled the project to be consistent with the March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan (MARB ALUCP) and the Perris Valley Airport Land use Compatibility Plan (PV ALUCP); and

WHEREAS, a Planning Commission hearing was held on May 17, 2017, at which time all interested persons were given full opportunity to be heard and to present evidence; and

WHEREAS, General Plan Amendment 16-05031, Zone Change 16-05030, Tentative Parcel Map (TPM 37181) 16-05150, and Development Plan Review 16-00002 have been duly noticed; and

WHEREAS, a City Council hearing was held on May 30, 2017, at which time all interested persons were given full opportunity to be heard and to present evidence; and

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

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

Section 2. The City Council has determined that although the proposed project could have a significant effect on the environment, there would not be an adverse effect by this project because revisions in the project have been made by or agreed to by the project proponent, and a Mitigated Negative Declaration has been prepared pursuant to the California Environmental Quality Act (CEQA).

Section 3. Based upon the information contained within the staff report and accompanying attachments, with respect to the proposed Tentative Parcel Map, the City Council hereby finds:

Tentative Parcel Map 37181 (TPM 16-05150)

1. Tentative Parcel Map 37181, as conditioned, is consistent with the City's General Plan designation of MFR-22 and all applicable General Plan policies.
2. The proposed project will not result in significant adverse environmental effects.
3. The proposed project, as conditioned, is consistent with city standards, ordinances, and policies.
4. The project will not affect health, safety, and welfare.

Section 4. Based upon the information contained within the staff report and accompanying attachments, with respect to the proposed General Plan Amendment, the City Council hereby finds:

General Plan Amendment 16-05031

1. The proposed General Plan land use designation is consistent with the applicable General Plan objectives, policies, and programs.
2. The proposed General Plan land use designation is compatible with adjoining uses.
3. The proposed General Plan land use designation is a logical extension of the existing pattern.

Section 5. Based upon the information contained within the staff report and accompanying attachments, with respect to the Development Plan Review, the City Council hereby finds:

Development Plan Review 16-00002

1. The location, size, design, density and intensity of the proposed development and improvements are consistent with the City's General Plan, the purposes and provisions of this Title, the purposes of the zone in which the site is located, and the development policies and standards of the City.
2. The subject site is physically suitable, including but not limited to parcel size, shape, access, and availability of utilities and services, for the type of development proposed.
3. The proposed development and the conditions under which it would be operated or maintained is compatible with the zoning code and will therefore not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.
4. The architecture proposed is compatible with community standards and protects the character of adjacent development.
5. The landscaping plan ensures visual relief and provides an attractive environment for the public's enjoyment.
6. The safeguards necessary to protect the public health, safety and general welfare have been required for the proposed project.

Section 6. For the foregoing reasons the City Council hereby approves General Plan Amendment 16-05031, Zone Change 16-05030, Tentative Parcel Map (TPM 37181) 16-05150, and Development Plan Review 16-00002, for a 372-unit multifamily apartment complex on 16.9 acres of vacant land, based on the information and findings presented in the staff report and subject to the attached Conditions of Approval (Exhibit A and the Mitigation Monitoring and Reporting Plan (Exhibit L).

Section 7. The City Council declares that should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Resolution shall remain in full force and effect.

Section 9. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Resolution.

ADOPTED, SIGNED, and APPROVED this 30th day of May 2017.

Michael M. Vargas, Mayor

ATTEST:

Nancy Salazar, City Clerk

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

I, Nancy Salazar, City Clerk of the City of Perris, do hereby certify that the foregoing Resolution No. _____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 30th day of May 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Nancy Salazar, City Clerk

EXHIBIT A : General Plan Amendment 16-05031 exhibit
EXHIBIT B: Tentative Parcel Map 37181 exhibit

CITY OF PERRIS
DEVELOPMENT SERVICES DEPARTMENT
PLANNING DIVISION
CITY COUNCIL CONDITIONS OF APPROVAL

Tentative Tract Map 37181 (16-05150)
Zone Change 16-05030
General Plan Amendment 16-05031
Development Plan Review 16-00002

May 30, 2017

PROJECT: General Plan Amendment 16-05031, Zone Change 16-05030, Tentative Parcel Map (TPM 37181) 16-05150, and Development Plan Review 16-00002 for the development of a 372-unit multifamily apartment community, with a 4,482 sq. ft. recreation building and a variety of amenities on 16.9 vacant acres located at the northeast corner of "A" Street and Metz Road.
Applicant: Danny Brose

***MITIGATION, MONITORING AND REPORTING PROGRAM (MMRP)**

The Mitigation Monitoring and Reporting Program (MMRP) Checklist is attached to reduce potential Aesthetics, Biological Resources, Traffic, Cultural Resources, Hazards & Hazardous Waste, Air Quality, Geology/Soils, and Noise and shall be implemented in accordance with the timeline, reporting and monitoring intervals listed in the MMRP. The applicant is required to meet all the mitigation measures as conditions of approval.

General requirements:

1. **Mitigation Monitoring Program.** The project shall at all times comply with all provisions of the adopted Mitigation Monitoring and Reporting Program (MMRP) of the Mitigated Negative Declaration.
2. **Development Standards.** The project shall conform to all requirements of the City of Perris Municipal Code Title 19, including all provisions of Chapter 19.26, MFR-22 Multi-family residential.
3. **Approved Use.** The approved land use shall consist of apartment community.
4. **Conformance to Approved Plans.** Development of the project site, building elevations, and conceptual landscaping shall conform substantially to the approved set of plans presented at the May 17, 2017 Planning Commission hearing, or as amended by these conditions and as approved by the City Council on June 27, 2017. Any deviation shall require appropriate Planning Division review and approval.
5. **Tract Map Term of Approval.** 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 Development Services Department at least thirty (30) days prior to the expiration of Tentative Map approval.

6. **Term of Approval.** This approval shall be used within three (3) years of approval date; otherwise it shall become null and void. By use is meant the beginning of substantial construction contemplated by this approval within the three (3) year period which is thereafter diligently pursued to completion, or the beginning of substantial utilization contemplated by this approval. A maximum of three (3) one-year time extensions shall be permitted.
7. **Signage.** The proposed project approval does not include signage. All proposed signage (Temporary and Permanent) shall be reviewed and approved by the Planning Division prior to the issuance of building permits.
8. **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).
9. **Property Maintenance.** The project shall comply with provisions of Perris Municipal Code 7.06 regarding Landscape Maintenance, and Chapter 7.42 regarding Property Maintenance.
10. **Indemnification.** The developer/applicant shall indemnify, protect, defend, and hold harmless, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees and agents, to attack, set aside, void, annul, or seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City, concerning **TTM 37181, ZC 16-05030, GPA 16-05030, and DPR 16-00002**. The City shall promptly notify the developer/applicant of any claim, action, or proceeding for which indemnification is sought and shall further cooperate fully in the defense of the action.
11. **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>.
12. **Fish and Game Fee.** Within three (3) days of City Council approval, the applicant shall submit a check to the City Planning Division, payable to "Riverside County Clerk-recorder," for a \$2,216.25 for payment of State Fish and Game fees and County documentary handling fee. In accordance with Section 711.4 of the State Fish and Game Code, no project shall be operative, vested, or final until the filing fees have been paid.
13. **Engineering Conditions.** The project shall comply with all requirements of the City

Engineer as indicated in the Conditions of Approval dated May 10, 2017.

14. **Public Works Administration Conditions.** The project shall comply with all requirements of the City Engineer as indicated in the Conditions of Approval dated December 20, 2016.
15. **Class II Bike Lane.** A Class II bike lane shall be included per the *Perris Trail Master Plan* along "A" Street to all off-site improvement plans subject of the approval of Planning Division, Public Works Administration and City Engineer. A copy of the street improvement plans shall be submitted to the Planning Division.
16. **Unit Identification.** Each unit in the tract shall include an interior lighted address fixture. This fixture shall allow for replacement of the bulbs, and shall be reviewed and approved by the Planning Division.
17. **Utilities.** All utilities such as cable TV and electrical distribution lines (including those which provide direct service to the project site and/or currently exist along public right-of-ways) adjacent to the site shall be placed underground, except for electrical utility lines rated at 65kv or larger. 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. All HVAC units visible from the public right-of-way shall provide screening.
19. **Balconies (facing east).** All balconies facing east, shall be enclosed by a 6' double glazed window (non-view obscuring) on top of balcony railing to mitigate noise from the freeway and railroad as required per the noise mitigation section of the MMRP.
20. **Residential Use and Development Restrictions.** The physical development of phases of this project shall be reviewed and approved by the city. 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.
21. **City-Approved Waste Hauling.** The developer shall use only the City-approved waste hauler for all construction and other waste disposal.
22. **Energy Conservation.** To improve local air quality, the applicant shall incorporate the following energy-conservation features into the project (as feasible):
 - Low NO_x water heaters per specifications in the Air Quality Attainment Plan;
 - Heat transfer modules in furnaces;
 - Light colored water-based paint and roofing materials;
 - Passive solar cooling/heating; and,
 - Energy efficient appliances and lighting.

An accounting of the project's energy conservation measures shall be submitted to the Building Division, prior to application for Building Permits.

23. Preliminary Water Quality Management Plan (PWQMP) A Preliminary WQMP was prepared for the proposed project site. All P-WQMPs were determined to be in substantial compliance, in concept, with the Riverside County 2012 WQMP Manual requirements. The following two conditions apply:

- a. The development shall be subject to all provisions of City of Perris Ordinance Number 1194, which establishes stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations, and any subsequent amendments, revisions, or ordinances pertaining thereto.
- b. The structural BMPs selected for this project have been approved in concept. The owner shall submit a final WQMP including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs including the lot specific LID design, extended detention basins, and landscaping. The Public Works Department shall review and approve the final WQMP text, plans and details.

Prior to Final Tract Map approval.

24. Final Tract Map Approval. Prior to issuance of grading permits, 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. No precise grading permit shall be approved prior to final tract map approval. The developer shall obtain the following clearances or approvals prior to Final Map Recordation:

- a. Verification from the Planning Division that all pertinent conditions of approval have been met, including any Development Plan Review approvals, as mandated by the Perris Municipal Code.
- b. Any other required approval from an outside agency
- c. **Assessment and Community Facilities Districts.** The project shall be annexed into any assessment, community facilities, or similar district that provides funding for maintenance, services, or public improvements that benefit the project. The costs and benefits shall be described in the applicable district and annexation documents. The developer shall complete all actions required to complete such annexation prior to issuance of a Certificate of Occupancy. This condition shall apply only to districts existing at the time the project is approved (or all requirements have been met for a certificate of occupancy, as applicable). Such districts may include but are not limited to the following:
 - i. Landscape Maintenance District No. 1;
 - ii. Flood Control Maintenance District No. 1;
 - iii. Maintenance District No. 84-1;
 - iv. Perris Community Facilities Assessment District; and
 - v. Transportation Uniform Mitigation Fee.

Prior to Issuance of Grading Permits

25. **Southern California Edison.** Prior to issuance of grading permits, the applicant shall contact the Southern California Edison (SCE) area service planner (951 928-8323) to complete the required forms prior to commencement of construction.
26. **Final Water Quality Management Plan (F-WQMP).** The applicant shall submit a final WQMP including, but not limited to:
 - a. The development shall be subject to all provisions of City of Perris Ordinance Number 1194, which establishes stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations, and any subsequent amendments, revisions, or ordinances pertaining thereto.
 - b. The structural BMPs selected for this project have been approved in concept. The owner shall submit a final WQMP including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs including the infiltration basins (with additional calculations concerning infiltration rate), self-retaining landscaping, pre-treatment catch basin inserts and trash enclosure. The Public Works Department shall review and approve the final WQMP text, plans and details.

Prior to Issuance of Building Permits

27. **Building Plans.** All Planning, Public Works Administration, and Engineering Conditions of Approval shall be copied onto the approved building plans. Such conditions shall be annotated, directing the receiver to the sheet and detail(s) indicating satisfaction of the conditions. Also, the Mitigation and Monitoring Reporting Plan (MMRP) shall be listed and included with the "General Notes" on the construction drawings, and implemented in accordance with the timeline, reporting and monitoring intervals listed in the MMRP.
28. **Fire Marshall.** Prior to building permit issuance the following is required for fire safety:
 - a. A fire department access road complying with the California Fire Code Chapter 5 and approved plans shall be installed prior to building construction.
 - b. All required fire hydrants shall be installed and operational prior to lumber drop and combustible building construction.
 - c. All required fire hydrants shall be readily visible. A clear space of not less than 3-feet shall be maintained.
 - d. Prior to construction a temporary address sign shall be posted and clearly visible from the street.
 - e. The permanent building address shall be provided and either internally or externally lighted during hours of darkness. The address shall be clearly visible from the street fronting the property and comply with California Fire Code Section 505.1 for size and color.
29. **Property Liens.** The applicant shall pay all liens owed to the city prior to the issuance of building permits.

30. **Site Lighting Plan (photometric plan).** The lighting plan shall include photometrics, fixture details, and light standard elevations. High efficiency fixtures with full-cut off shields shall be used to prevent light and glare above the horizontal plane of the bottom of the lighting fixture. A minimum one (1) foot-candle of light shall be provided to all parking lot and pedestrian areas for safety and security.
31. **Construction Phasing.** Prior to issuance of building permits, all phasing plans shall be reviewed and approved by the Planning Division, and the City Engineer. Each Phase of the project shall provide adequate drainage and at least two points of access.
32. **Amenities.** The project shall adhere to P.M.C. 19.28 (MFR-22) requirements for amenities. The community center shall be constructed upfront with access.
33. **Additional Plan Requirements.** The following additional plans shall be reviewed and approved by Planning staff and the appropriate City departments, as necessary:
 - a. **Carport Roofs.** All carport roofs shall match the same roof color and material (s-tile roofing) to match architectural style and color of the proposed buildings.
 - b. **Trash Enclosures.** Covered trash enclosures constructed to the City standard shall be easily accessible to all tenants in office areas of the project, and be screened by landscaping from the public view. The trash enclosure shall be treated with an overhead trellis treatment, and elevations shall be included on final landscape and fencing plans for review and approval by the Planning Division.
 - c. **Knox Boxes.** Knox boxes are required for all entry gates, and shall be approved by the Fire Marshal and issued by the Building Division.
34. **March Air Reserve Base.** Prior to building permit issuance, in accordance with conditions by the Airport Land Use Commission (ALUC), the following measures shall be implemented to address the project's location within Airport Influence Area:
 - a. Any outdoor lighting installed shall be hooded or shielded to prevent either the spillage of lumens or reflections into the sky. Outdoor lighting shall be downward facing.
 - b. The following uses/activities are not included in the proposed project and shall be prohibited at this site:
 - i. Any uses which would direct a steady light or flashing light of red, white, green or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following take off or toward an aircraft engage in a straight final approach toward a landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator.
 - ii. Any use which would cases sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft

engaged in a straight final approach towards a landing at an airport.

- iii. Any use which would generate excessive smoke or water vapors or which would attract large concentrations of birds, or which may otherwise affect a safe air navigation within the area. (such uses include landscaping utilizing water features, aquaculture, production of cereal grains, sunflowers, and row crops, composting operations, trash transfer stations that are open on one or more sides, recycling centers containing putrescible wastes, construction and demolition debris centers, fly ash disposal and incinerators.)
- iv. Any uses which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.
- c. The Notice of Airport in Vicinity shall be provided to all prospective purchasers of the property and tenants and/or lessees of the proposed buildings, and shall be recorded as a deed notice.
- d. Any proposed detention basins shall be designed so as to provide for a maximum 48-hours detention period following the conclusion of the storm event for the design storm (maybe less, but not more), and to remain totally dry between rainfalls, Vegetation in and around the detention basin that would provide food or cover for bird species that would be incompatible with airport operations shall not be utilized in project landscaping.
- e. March Air Reserve Base must be notified of any land use having an electromagnetic radiation component to assess whether a potential conflict with Air base radio communications could result. Sources of electromagnetic radiation include radio waves transmission in conjunction with remote equipment inclusive of irrigation controllers, access gates, etc.
- f. An informational sign shall be posted in a conspicuous location in the rental office clearly depicting the proximity of the project to the Perris Valley Airport and aircraft traffic patterns.
- g. An information brochure shall be provided to prospective renters showing the locations of aircraft flight patterns. The frequency of overflights, the typical altitudes of the aircraft, and the range of noise levels that can be expected from individual aircraft overflights shall be described. A copy of the compatibility factors exhibits from the Perris Valley Airport Land Use Compatibility plan shall be included in the brochure.
- h. The proposed structures shall not exceed a height of 40' feet above ground level and a maximum elevation at the top point (including all roof-mounted equipment, if any) of 1,520 feet above mean sea level.
- i. The Federal Aviation Administration has conducted an aeronautical study of the proposed structures (Aeronautical Study No. 2016-AWP-3478-OE) and has determined that neither marking nor lighting of the structures is necessary for aviation safety. However, if marking and/or lighting for aviation safety are

accomplished on a voluntary basis, such marking and/or lighting (if any) shall be installed in accordance with FAA Advisory circular 70/7460-1 L and shall be maintained in accordance therewith for the life of the project.

- j. The specific coordinates, height, and top point elevation of the proposed structures shall not be amended without further review by the Airport Land Use Commission and the Federal Aviation Administration; provided, however, the reduction in structures height or elevation shall not require further review by the Airport Land Use Commission.
- k. Temporary construction equipment used during actual construction of the structures shall not exceed the height of the structure, unless separate notice is proved to the Federal Aviation Administration through Form 7460-1 process.
- l. Within five (5) days after construction of the structures reaches its greatest height, FAA Form 7460-2 (Part II), Notice of Actual Construction or Alteration, shall be completed by the project proponent or his/her designee and e-filed with the Federal Aviation Administration. This requirement is also applicable in the event the project is abandoned or a decision is made not to construct the structures.

35. Walls and Fences. Prior to issuance of building permits, the developer shall submit and obtain approval from the Planning Division for all block walls and fencing. The plans and details for all block walls shall be included in the landscape plan check submittal package for review and approval by the Planning Division. The following shall apply:

- a. **Decorative Perimeter Wall Material (north and east).** The development shall provide an 8' foot high split-face block wall with decorative cap with stone veneer pilasters every 40' feet along the northerly and easterly property line.
- b. **Decorative Perimeter Wall Material (facing Metz and "A" Street).** The development shall provide an 8' foot high split-face block wall with decorative cap with stone veneer pilasters every 40' feet along the northerly and easterly property line. Perimeter areas that are designated (per the conceptual wall and fence plan) as wrought iron shall provide: decorative wrought iron with split-face pilasters every 40' feet.
- c. **Detention Basins.** All enclosed detention basins or storm drain facilities shall have decorative wrought iron fencing with decorative pilasters every 40' feet.
- d. **Apartment Community Identification.** The developer shall provide community entry statements, including theme walls, monumentation and enhance landscaping at each entrance to the apartment community along "A" Street, Metz Road, and the corner of "A" street and Metz Road. Theme walls and monuments shall be constructed outside the public right-of-way. The design of entry statements shall be subject to the review and approval of the Planning Division through the landscape and irrigation review application.
- e. **Wrought Iron Gates.** All proposed gates shall be shall consist of decorative wrought iron fencing per conceptual wall and fence plan.

- f. **Graffiti Resistant Coat.** All perimeter block walls shall be treated with a graffiti resistant coat.
36. **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. If any deviations from the construction hours are deemed necessary, it first must be requested with the building inspector identifying why this must occur and the time frame it is needed along with necessary provision to mitigate noise impact. The approval of this request is subject to the review and approval of the Building Official.
 - b. Building Department Construction activity shall not exceed 80 dBA in residential zones in the City.
 - c. Construction routes are limited to City of Perris designated truck routes or otherwise approved by the Building Official.
 - d. Water trucks or sprinkler systems shall be used during clearing, grading, earth moving, excavation, transportation of cut or fill materials and construction phases to prevent dust from leaving the site and to create a crust after each day's activities cease. At a minimum, this would include wetting down such areas in the later morning and after work is completed for the day and whenever wind exceeds 15 miles per hour.
 - e. A person or persons shall be designated to monitor the dust control program and to order increased watering as necessary to prevent transport of dust off-site. The name and telephone number of such persons shall be provided to the City.
 - f. Project applicant shall require contractor to provide construction site electrical hook ups for electric hand tools such as saws, drills, and compressors as practical to eliminate the need for diesel powered electric generators or provide evidence that electrical hook ups at construction sites are not practical or prohibitively expensive.
37. **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 to Planning Staff.
38. **Fees.** The developer shall pay the following fees according to the timeline noted.
- Prior to the issuance of building permits, the applicant shall pay:

- a. Stephen's Kangaroo Rat Mitigation Fees of \$500.00 per acre;
 - b. Multiple Species Habitat Conservation Plan fees currently in effect;
 - c. Current statutory school fees to all appropriate school districts;
 - d. Any outstanding liens and development processing fees owed to the City;
 - e. Appropriate City Development Impact Fees (including Park fees) in effect at the time of development; and
 - f. Appropriate Transportation Uniform Mitigation Fees (TUMF) in effect at the time of development.
39. **Landscaping Plans.** Prior to issuance of building permits, three (3) copies of Construction Landscaping and Irrigation Plans shall be submitted to the Planning Department for approval and shall be accompanied by the appropriate filing fee. The landscape and irrigation plan shall be prepared by a registered landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. The landscaping shall be consistent with the conceptual landscape plan. The following shall apply:
- a. **Street Trees.** All street trees shall be 24-inch box size or larger, and planted a maximum of 30 feet on center within the parkway.
 - b. **BMPs for Water Quality.** All BMPs (vegetated swales, detention basins, etc.) shall be indicated on the landscape plans with appropriate planting and irrigation. The detention basins shall provide minimum 24" inch box trees with shrubs or combination with ground cover.
 - c. **Slopes.** Slopes that are 3:1 or steeper and 4 feet or higher, shall have one approved tree for every 400 square feet, with 70% of trees 15 gallon sized, and 30% being 5 gallon sized. All slopes over 5' feet in height or greater shall include erosion control fabric.
 - d. **Shrubs along "A" Street and Metz Road pilaster fence.** The landscape plan shall include 36' high shrub border (5-gallon shrubs) behind the wrought iron pilaster fence along the "A" Street and Metz Road street frontage. All solid block walls shall provide 5 gallon size vines at 20' o.c. (off center).
 - e. **Shrubs.** 80% of the shrubs proposed shall be 5-gallon size per Chapter 19.70.
 - f. **Amenity Areas.** All common open space areas shall be included in the landscape and irrigation plans to include automatic irrigation.
 - g. **Trash Enclosure Areas.** All trash enclosure areas shall be screened with a 6' high shrub hedge.
 - h. **Visitor Parking Lot Area (on "A" Street).** The visitor parking lot area shall be screen by a 36" high shrub border. The shrub border shall be created by installing a double row of 5 gallon shrubs at 3'6" o.c. (off center).
 - i. **Decorative Pavement.** Decorative pavement treatments shall be provided at the entrances of "A" Street and Metz Road per conceptual landscaping plans. This shall include decorative pavement along pedestrian crossing along drive isles throughout the apartment community.
 - j. **Water Conservation.** Landscaping must comply with AB 325 for water conservation or other current policy or regulation at such time of development. See Chapter 19.70 (cityofperris.org) for water conservation calculations (MAWA).

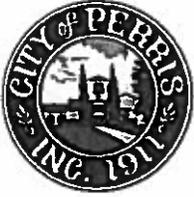
- k. **Maintenance.** All required landscaping shall be maintained in a viable growth condition.
- l. **Irrigation Rain Sensors.** Rain sensing override devices shall be required on all irrigation systems (PMC 19.70.040.D.16.b) for water conservation. Soil moisture sensors are required.
- m. **Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for final landscape inspection after all the landscaping and irrigation have been installed and is completely operational. Before calling for final inspections a "Certificate of Compliance" form shall be completed and signed by the designer/auditor responsible for the project, and this form must be submitted to the project planner. The project planner will need to sign off on the "Certificate of Compliance" to signify code compliance.
- n. **Tot Lot Areas.** All tot lot areas shall provide a shaded element.

Operational Requirements:

- 40. **Prohibited Car Washing (on-site).** Residents shall be informed no car washing shall be permitted on the premises through the lease agreement and as part of the development by-laws.
- 41. **Waste Hauling.** The developer shall use only the City-approved waste hauler for all construction and apartment community waste disposal.
- 42. **Graffiti Abatement.** The site shall be maintained in a graffiti free state at all times. All graffiti located on site and along the perimeter walls (to include retaining walls facing east along the easterly property line, and block walls facing north on the northerly property line) of the site shall be removed within 24 hours.
- 43. **Business License.** All future landlords or property management corporations shall maintain compliance with all local and City Ordinances, including but not limited to an annual fire inspection and maintenance of a City Business License.

Prior to Issuance of Occupancy Permits:

- 44. **Occupancy Clearance.** The applicant shall have all required paving, parking, screen walls, colors and materials (per approved elevation plans), site lighting, landscaping and automatic irrigation installed and in good condition.
- 45. **Final Inspection.** The applicant shall obtain occupancy clearance from the Planning Division by scheduling a final Planning inspection after final sign-offs from the Building Division and Engineering Department. Planning Staff shall verify that all Conditions of Approval have been met.



CITY OF PERRIS

HABIB MOTLAGH, CITY ENGINEER

CONDITIONS OF APPROVAL

P8-1279

April 7, 2017, Revised May 10, 2017

Tract Map 37181, DPR 16-0002 – Villa Verona Apartments

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 map to be resubmitted for further consideration. These Ordinances and the following conditions are essential parts and requirement occurring in ONE is as binding as though occurring in all. They are intended to be complimentary and to describe the conditions for a complete design of the improvements. Unless otherwise noted, all offsite improvements as conditioned shall be installed prior to issuance of any occupancy permits. All questions regarding the true meaning of the conditions shall be referred to the City Engineer's office.

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

The project shall also comply with conditions stated in RCFC letter dated March 9, 2017.

4. Onsite landscape area(s) shall be designed in a manner to collect the onsite nuisance runoff in compliance with WQMP Standards.
5. Prior to issuance of any permit, the developer shall sign the consent and waiver forms to join the lighting and landscape districts. The developer shall maintain all onsite landscaping. The proposed streetlights, offsite landscaping, and the Metz & "A" Street signal shall be maintained by City and cost paid for by the property owners through annexation to lighting and landscaping districts. The owner(s) shall also pay their share of maintenance of existing Metz Basin if damaged as result of this project. The development share for the maintenance cost of the traffic signal is 15%.
6. Catch basins and minimum 18" RCP shall be installed at all new driveways and the intersection of "A" and Metz to eliminate nuisance runoff from cross gutters.
7. Existing power poles within the project site or along the project boundary (under 65kv), shall be removed and cables undergrounded.
8. Discharge of on and offsite runoff to Metz Park basin shall be in a manner not to damage or interfere with the use of the park and eliminate project related erosion.
9. Streetlights shall be installed along perimeter streets adjacent to this site as approved by City Engineer per Riverside County and City standards. The new LED street light plans including conduits, cables, and meters shall be prepared by Developers' Electrical Engineer and submitted to City for review and approval.
10. This project is located within EMWD's water service area and City of Perris sewer service area. The applicant shall install water and sewer facilities as required by EMWD and Fire Department. Connection to existing City of Perris sewer shall be subject to review and approval by City to insure sufficient capacity and may require upgrade. Flow test shall be submitted by applicant during plan check to verify capacity.
11. The applicant shall submit to City Engineer and Flood Control the following for his review:
 - a. Street Improvement Plans
 - b. Signing, Striping, and Signal Plans
 - c. Onsite Grading Plans, SWPPP, and Erosion Control Plan
 - d. Water and Sewer Plans
 - e. Drainage Plans, Hydrology and Hydraulic Reports

- f. Streetlight Plan
- g. Final WQMP

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

- 12. All pads shall be graded to be a minimum of 1' above 100-year calculated water surface or adjacent finished grade.
- 13. All grading and drainage improvements shall comply with NPDES and Best Management Practices. Erosion control plans shall be prepared and submitted to Water Quality Board and the City as part of the grading plans. Catch basins shall be installed at all existing and new intersections and driveways adjacent to the site to eliminate nuisance runoff.
- 14. 6' concrete sidewalk, handicap ramps, and driveways shall be installed pursuant to Riverside County and ADA standards and as approved by Planning Department. All driveway approaches shall be constructed per Riverside County standards for Commercial Driveway (Std. 207A) and comply with the ADA requirements.
- 15. All onsite drainage runoff shall be collected via onsite underground facilities and conveyed to acceptable outlet.
- 16. Street improvement plans shall include class II/III bike lane in accordance with the Perris bike plans.
- 17. Prior to issuance of any permit, the tract map shall be submitted to City Engineer for review and approval. The map is intended for financing purpose and as such only right of way dedications; access restrictions and monumentation is required prior to its recordation.
- 18. All work within Flood Control right-of-way requires their review and approval.
- 19. Reference is made to traffic study performed by RK Engineering dated March 3, 2014 titled "A" Street. CMI and IHCS - Traffic review and RK Engineering letter dated February 7, 2017 referencing Villa Verona project "A" Street.

Reference is also made to Perris Union High School District letter dated March 29, 2017 and Perris Elementary School District letter dated March 20, 2017.

The above reports and letters identify a series of traffic related concerns and issues along "A" Street with several suggestions and recommendations.

The project shall widen "A" Street from Metz Road south to southerly boundary of CMI School along the east side to ultimate improvements with curb, gutter located 32' east of centerline including signage/stripping, installation of bulb-outs, handicap ramp as recommended in RK's original report and discussed in attached letter from RK dated February 7, 2017. As a result of the widening of "A" Street, the developer acknowledges that the project is required to construct the onsite driveway and parking facilities to facilitate student pick up and drop off, in accordance with Perris Union High School District (P.U.H.S.D.) Exhibit I. The district is offering waiver of school fees in return for development's commitment to build these improvements.

"A" Street adjacent to project site along the east side shall be improved with minimum of 30' new paving, curb, gutter located 32' from centerline within 47' half-width dedicated right of way.

"A" Street from project's north boundary to Nuevo Road shall be improved pursuant to the recommendation of RK's reports and letters as stated above.

Construction of traffic signal at intersection of "A" and Metz to accommodate full movements (all directions) shall be required and poles installed at ultimate locations otherwise partial signal fee credit will be allowed.

20. Metz Road adjacent to the site shall be improved along the north side with minimum of 18' new paving, curb, gutter, and sidewalk located 20' from centerline within 30' half-width dedicated right-of-way.
21. The proposed driveway along "A" Street shall be designed in a manner to provide for 2 incoming lanes and gate set back a minimum of 132' from the back of sidewalk.

Habib Motlagh

Habib Motlagh
City Engineer



CITY OF PERRIS

PUBLIC WORKS DEPARTMENT

Engineering Administration

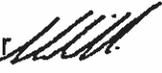
NPDES

Special Districts (Lighting, Landscape, Flood Control)

MEMORANDUM

Date: December 20, 2016

To: Nathan Perez, Project Planner

From: Michael Morales, CIP Manager 

Subject: DPR 16-00002 GPA 16-05031 ZC 16-05030– Conditions of Approval
Proposal to amend the General Plan and Zoning Designations of 17.29 acres of vacant land from R-6,000 to MFR 22. The change would allow for a proposal to construct a 376 unit apartment community, complete with various amenities. The project is located at the N/E corner of A Street and Metz.

1. **Dedication and Landscape Maintenance Easement.** Offer of Dedication and Landscape Maintenance Easement for City landscape maintenance district shall be provided as follows:
 - **'A' Street-** Provide offer of dedication as needed to provide for full half width Street, curb gutter, sidewalk and off-site landscaping requirements, per City General Plan, including minimum 15' public parkway from face of curb. Provide an additional 6' landscape easement from behind the property line to within 6" of the nearest project perimeter fence line.
 - **Metz Road-** Provide offer of dedication as needed to provide for full half width Street, curb gutter, sidewalk and off-site landscaping requirements, per City General Plan, including minimum 11' public parkway from face of curb. Provide an additional 6' landscape easement from behind the property line to within 6" of the nearest project perimeter fence line.
2. **Landscape Maintenance Easement and Landscape Easement Agreement.** The developer shall provide, for review and approval, an Offer of Dedication and certificate of acceptance, complete with legal plat map and legal description to the City of Perris. In addition, if required by the City of Perris, the Developer shall provide a landscape easement and Landscape easement agreement, acceptable to the City of Perris. The City shall record the same with the Riverside County Recorder's Office, and the recorded instrument shall be returned to the City Clerk of the City of Perris for filing.
3. **Landscaping Plans.** Three (3) copies of Construction Landscaping and Irrigation Plans for the off-site landscaping, including any medians or other landscape areas along the dedications shall be submitted to the Planning Department for approval and shall be accompanied by the appropriate filing fee. The landscape and irrigation plan shall be prepared by a registered landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. This landscape plan shall be titled "LMD Off-site Landscape Plan DPR 16-00002 GPA 16-05031 ZC 16-05030" and shall be mutually exclusive of any private property, on-site landscaping. Elements of the Landscape Plan shall include but not be limited to:

- a. **Landscape Limits** – Limits of right-of-way areas or easement areas, defined by concrete mow curb, fully dimensioned, that are to be annexed into the Landscape Maintenance District. A planting palette and hardscape plan intended to meet the design intent of the Landscape Guidelines in effect for the area (including planting palette at BZ 93 Oak Grove School located north of the project); or if no such guidelines exist the design intent of neighboring development, as determined by the Engineering Administration and Special Districts Division, including:
 - **'A' Street** –Tree Primary: Quercus Virginiana-Southern Live Oak; Secondary (accent tree): Lagerstromia-Indian Tribe Varieties. Use drought resistant shrubs and ground cover intended to complement the existing parkways to the north along 'A' Street (BZ 93 Oak Grove School), including but not limited to the following Lilly of the Nile (Agapanthus Africanus), Red Yucca, Red Hot Poker, Rhamphiolepis Indica Indica, (Indian Hawthorn), Iceberg Rose, Rosa red Ribbons (Groundcover Rose).
 - **Metz Road**- Propose a medium height flowering evergreen tree, and a large deciduous for a large background tree. Use drought resistant shrubs and ground cover intended to complement the parkways proposed for A Street, including but not limited to the following following Lilly of the Nile (Agapanthus Africanus), Red Yucca, Red Hot Poker, Rhamphiolepis Indica Indica, (Indian Hawthorn), Iceberg Rose, Rosa red Ribbons (Groundcover Rose).
- b. **Irrigation** –A list of irrigation system components intended to meet the performance, durability, water efficiency, and anti-theft requirements for Special District landscape areas as determined by the Engineering Administration and Special Districts Division. Components shall include, but not be limited to Salco or GPH flexible PVC risers, Sentry Guard Cable Guard and Union Guard, and backflow Wilkens Model 375 (or equal). Controller shall include an ET based controller with weather station that is centrally controlled capable and wi-fi ready (Calsense or equal).
- c. **Benefit Zone Quantities** – Include a Benefit Zone quantities table (i.e. SF of planting areas, turf, number of trees, SF. of hardscape, etc.) in the lower right hand corner of the cover sheet for off-site landscape areas, indicating the amount of landscaping the district will be required to maintain.
- d. **Meters** – Each District is required to be metered separately. All electrical and water meters shall be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene and away from street intersections. Show location of separate water and electrical utility meters intended to serve maintenance district areas exclusively. Show locations of water and electrical meter for landscape district. Show location of water and electrical meter for flood control district. Show location of electrical meter for Traffic signal and street lighting district, on respective plans. Coordinate location of meters on landscape and civil engineering plan.
- e. **Controllers** - The off-site irrigation controllers are to be located within the right of way (preferably within the off-site landscape area). All point of connection equipment including irrigation controller pedestals, electrical meter pedestals, and backflow preventers are to be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene, and away from street intersections. Backflow preventers are to be screened on at least three sides with (5) gallon plant material. The fourth side shall be open to the back of the landscape area in order to allow the backflow cage to be opened without interference with plant materials. Backflow cages shall meet the required City of Perris Engineering Standards in effect at the time of approval.
- f. **Recycled Water** - If applicable. The project landscape architect shall coordinate with EMWD to verify if the

site will be served with recycled water and design all irrigation and landscape plans to meet the requirements of EMWD and provide additional irrigation components as needed.

- g. EMWD Landscape Plan Approval** – The project landscape architect shall submit a copy of all irrigation plans and specifications to EMWD for approval. The project landscape architect must confirm with EMWD that the plans have been approved by EMWD and submit written proof of approval by EMWD prior to the City approving the final Landscape Plans. Until the final landscape plan has been approved by the City of Perris, the maintenance areas depicted cannot be accepted by the City for maintenance. The developer shall coordinate the both reviews to ensure acceptability of plans by both EMWD and the City of Perris, prior to approval by either agency.
 - h. Landscape Weed Barrier** - Weed cloth with a minimum expected life of 10-years shall be required under all mulched areas.
 - i. Wire Mesh and Gravel At Pull Boxes**- Provide wire mesh and gravel layer within valve boxes to prevent rodent intrusion.
- 4. Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for only "OFF-SITE" landscape and irrigation inspections at the appropriate stages of construction. Inspections shall be scheduled at least two-working days (Monday through Friday) prior to actual inspection. Contact Public Works-Engineering Administration/Special Districts at (951) 956-2120 to schedule inspections.
- **Inspection #1** - Trenches open, irrigation installed, and system pressurized to 150 PSI for four hours.
 - **Inspection #2** - Soil prepared, and plant materials positioned and ready to plant.
 - **Inspection #3** - Landscaping installed, irrigation system fully operational, and request for "Start of 1 year Maintenance Period" submitted, with all required turn-over submittal items provided to Public-Works Engineering Administration/Special Districts.
 - **Turn-Over Inspection**– On or about the one year anniversary of Inspection #3, Developer shall call for an inspection to allow the City to review and identify any potential irrigation system defects, dead plants, weed, debris or graffiti; stressed, diseased, or dead trees; mulch condition, hardscape or other concerns with the landscape installation; or to accept final turn over of the landscape installation. At his sole expense, the Developer shall be responsible for rectifying system and installation deficiencies, and the one year maintenance period shall be extended by the City until all deficiencies are cured to the satisfaction of the City. If in the opinion of the City's Landscape Inspector the landscape installation is in substantial compliance with the approved landscaping plans, the irrigation and communication system is functioning as intended, and the landscape installation is found to be acceptable to the City, then the Inspector shall recommend to the City's Special District Coordinator to accept turn-over of water and electrical accounts, wi-fi communication contracts and the entire landscape installation.
- 5. One Year Maintenance and Plant Establishment Period**-The applicant will be required to provide a minimum of a one (1) year maintenance and plant establishment period, paid at the sole expense of applicant. This one-year maintenance period commences upon the successful completion of Inspection #3 discussed above, and final approval by the City. During this one year period the applicant shall be required to maintain all landscape areas free of weeds, debris, trash, and graffiti; and keep all plants, trees and shrubs in a viable growth condition. Prior to the start of the one year maintenance period, the Developer shall submit a weekly Landscape Maintenance Schedule for the review and approval by the City's Special Districts Division. City shall perform

periodic site inspections during the one-year maintenance period. The purpose of these periodic inspections is to identify any and all items needing correction prior to acceptance by the City at the conclusion of the one-year maintenance period. Said items needing correction may include but are not limited to: replacement of dead or diseased plant materials, weeding, replenishment of mulches, repair of damaged or non-functioning irrigation components, test of irrigation controller communications, etc. During this period, the City shall begin the annual assessment of the benefit zone in preparation for the landscape installation turn-over to City maintenance staff.

6. **Street/Off-Site Improvements.** The applicant shall submit street improvement plans, accompanied by the appropriate filing fee to the City Engineering Department. Details of treatments of site improvements, including Bus Stops at Mass Transit Routes, Bicycle Path, Decorative Traffic Signal Signage, and lighting shall meet both the City Engineer's Design Guidelines, and the additional requirements of the Engineering and Special Districts Division. Components shall include, but not be limited to:
 - a. **Traffic Signal Signage-**If traffic signals are required, decorative signal signage shall meet the type, style, color and durability requirements of the City Engineer's Office.
 - b. **Bicycle Path- Frontage along A Street** has been identified in the Parks Trails Master Plan as a Class II Bike Path, and **frontage along Metz** has been identified in the Parks Trails Master Plan as a Class III Bike Path if a Bike Path is required, by the City Engineer's Office, the lane and striping configuration shall meet the type, style, color and durability requirements of the City Engineer's Office.
 - c. **Street Lighting-**If street lighting is required, lighting shall meet the type, style, color and durability requirements, necessary for energy efficiency goals, maintenance and longevity of improvements of the City Engineer's Office. As determined by the City, new streetlights may be required to be deeded to City of Perris, and not SCE. Street lights deeded to City of Perris shall be constructed per LS-3 account billing standard, which shall include an individually metered pedestal for streetlights.
 - d. **Acceptance By Public Works/Special Districts-** Lighting District facilities required by the City Engineer's Office shall be installed and fully operational, and approved by final inspection by the City Engineer's Office, and the City's Consulting Traffic Signal Inspection Team (Riverside County TLMA) at (951) 955-6815. Prior to acceptance for maintenance of "Off-site" traffic signal and lighting facilities by the Public Works-Engineering and Administration Division/Special Districts, the developer shall contact the Public Works Special Districts Division at (951) 956-2120 to schedule the delivery of all required turn-over submittal items. Prior to acceptance into Lighting District 84-1, coordinate turn-over information pertaining to Street Lights, and Traffic Signal Electrical/SCE Service Meters with Shepherd and Staats, the City's Special Districts Consulting Firm at (760) 639-0124. (i.e. Provide electrical meter number, photo of pedestal, and coordinate "request for transfer of billing information" with SCE and City for all new service meters). Developer shall pay 18-month energy charges to the City of Perris for all off-site street lighting. Call Roxanne E. Shepherd Shepherd & Staats, Inc. for amount due, and to obtain receipt for payment. Obtain and provide a clearance form from Riverside County TLMA indicating completion of all punch list items from traffic signal construction. Submit one large format photo-copy of Traffic Signal as-built plans and timing sheets.

7. **Water Quality Management Plans.** The applicant shall submit a Preliminary and Final WQMP, accompanied by the appropriate filing fee to the Planning Department and City Engineering Department, respectively. Details for treatment control facilities shall meet both the Riverside County WQMP Design Guidelines, and the additional requirements of the Engineering and Special Districts Division intended to reduce long term maintenance costs and longevity of improvements. Components shall include, but not be limited to:
 - **Storm Drain Screens-**If off-site catch basins are required by the City Engineer's Office, connector pipe screens shall be included in new catch basins to reduce sediment and trash loading within storm pipe.

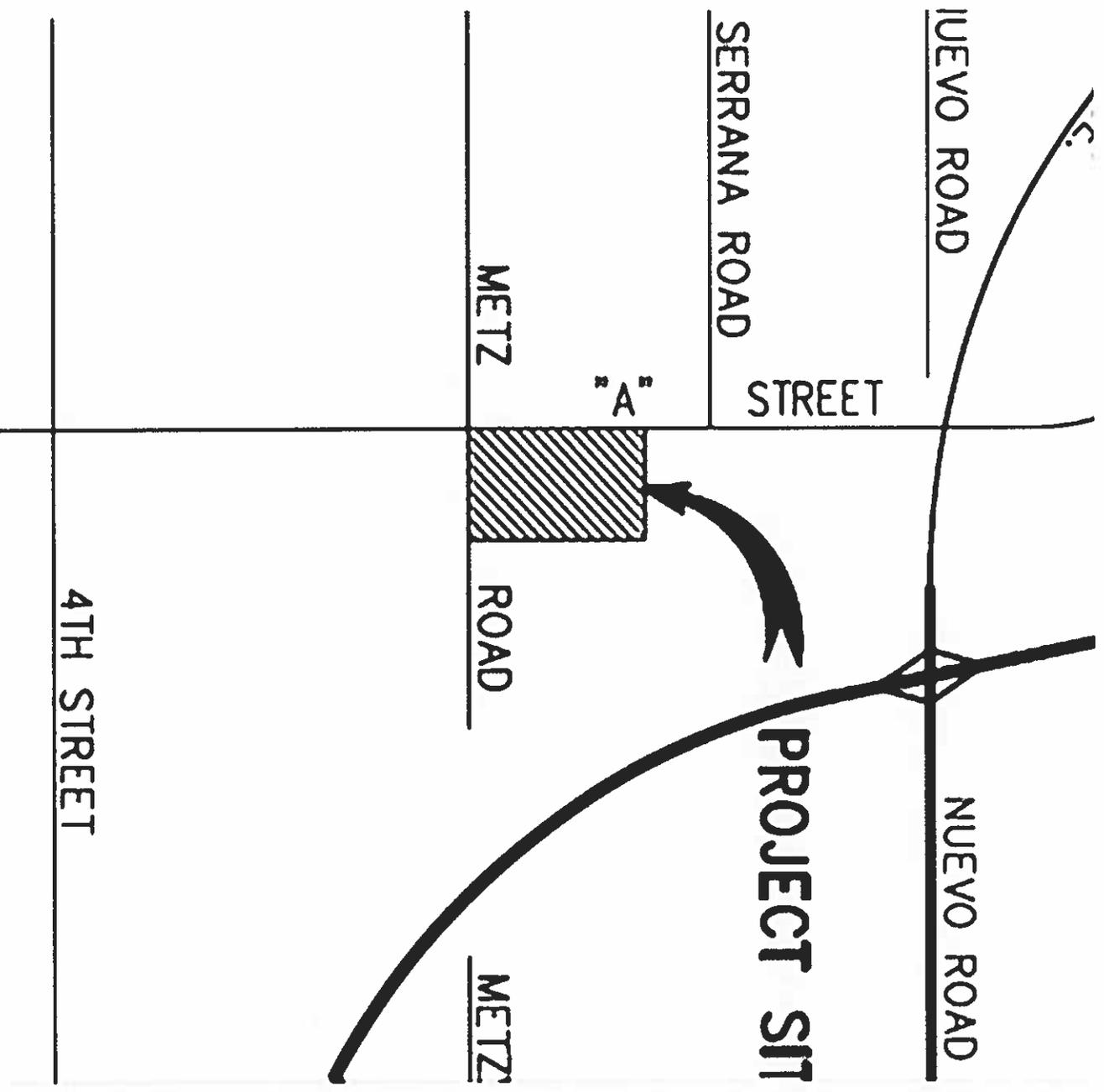
Connector pipe screens shall meet the type, style, and durability requirements of the Public Works Engineering Administration and Special Districts Division.

- **WQMP Inspections-** The project applicant shall inform the on-site project manager and the water quality/utilities contractor of their responsibility to call for both "ON-SITE" and OFF-SITE" WQMP Inspections at the appropriate stages of construction. Contact CGRM at (909) 455-8520 to schedule inspections.
- **Acceptance By Public Works/Special Districts-**Both on-site and off-site flood control/water quality facilities required for the project, as depicted in the Final WQMP, shall be installed and fully operational, and approved by final inspection by the City's WQMP Consultant, CGRM. The Developer shall obtain a final Clearance Letter from CGRM indicating compliance with all applicable Conditions of Approval for the approved WQMP. The developer shall deliver the same to the Public Works-Engineering and Administration Division/Special Districts. In addition, prior to acceptance by the City, the developer shall submit a Covenant and Agreement describing on-going maintenance responsibilities for on-site facilities per the approved WQMP, to the Public Works Engineering Administration and Special Districts Division. The Public Works Engineering Administration and Special Districts Division will review and approve the Covenant and Agreement. The City shall record the same with the Riverside County Recorder's Office, and the recorded instrument shall be returned to the City Clerk of the City of Perris for filing.

8. **Flood Control District #1 Maintenance Acceptance.** Flood Control District facilities required by the City Engineer's Office shall be installed and fully operational, and approved by final inspection by the City Engineer's Office. Prior to acceptance for maintenance of "Off-site" flood control facilities by the Public Works-Engineering and Administration Division/Special Districts the developer shall contact the Public Works Special Districts Division at (951) 956-2120 to schedule the delivery of all required turn-over submittal items including as-built storm drain plans in electronic PDF format, one large format photo-copy of as-built plans, storm drain video report in electronic format, and hardcopy of video report with industry standard notations and still photos made during video runs (i.e. facilities sizes, off-sets or damage, facility type, dirt and debris, etc.). The flood control facilities shall be turned over in a condition acceptable to the City, and the developer shall make all necessary repairs and perform initial maintenance to the satisfaction of the City.
9. **Assessment Districts.** Prior to permit issuance, developer shall deposit \$5,250 per district, \$15,750 total due. Payment is to be made to the City of Perris, and the check delivered to the City Engineer's Office. Payment shall be accompanied by the appropriate document for each district indicating intent and understanding of annexation, to be notarized by property owner(s):
 - **Consent and Waiver for Maintenance District No. 84-1** -New street lighting proposed by the project.
 - **Consent and Waiver for Landscape Maintenance District No. 1** -All off-site parkway landscape and easement areas (herein Parkway) proposed by this development shall be annexed.
 - **Petition for Flood Control Maintenance District No. 1** -For Off-site Flood Control Facilities proposed by the project, and fair share portion of downstream facilities benefitting the project.
 - Original notarized document(s) to be sent to:
Roxanne Shepherd
Shepherd & Staats Incorporated
2370 Edgehill Road

Vista, CA 92084

- a. Prior to final map recordation or final certificate of occupancy the developer shall annex into the aforementioned districts, posting an adequate maintenance performance bond to be retained by the City as required by the City Engineer. Upon receipt of deposit and Consent and Waiver Forms, the developer shall work with City to meet all required milestones for annexations.
- i. City prepares the Engineer's Reports which includes a description of the improvements to be maintained, an annual cost estimate and annual assessment amounts.
- ii. Reports are reviewed and approved by the property owner. The assessment ballots will be based on these Reports.
- iii. The Reports and corresponding resolutions are placed, for approval, on the City Council Meeting Agenda. City Council action will include ordering the assessment ballots and setting a Public Hearing for no sooner than 45 days. Property owner attendance at this City Council Meeting is not required.
- iv. The assessment ballots are sent to the property owner and are opened by the City Clerk at the close of the Public Hearing. With a "YES" vote by the property owner the City Council can move forward with the Resolution that Confirms the Annexation. Property owner attendance at this Public Hearing is not required.
- v. Confirmation by the City Council completes the annexation process and the condition of approval has been met.





LANDSCAPE SUMMARY:

TOTAL AREA	11.79 ACRES (8088)	TOTAL SF
LANDSCAPE IMPROVEMENTS	878,000 SF	
TOTAL LANDSCAPE IMPROVEMENTS	878,000 SF	
PERCENTAGE LANDSCAPE IMPROVEMENTS	(7.5%)	

CONCEPT PLANT SCHEDULE

1. **PLANT SPECIES:** ...

2. **PLANT SIZE:** ...

3. **PLANT COLOR:** ...

4. **PLANT TYPE:** ...

5. **PLANT PLACEMENT:** ...

6. **PLANT MAINTENANCE:** ...

7. **PLANT COST:** ...

8. **PLANT AVAILABILITY:** ...

9. **PLANT SEASONAL INTEREST:** ...

10. **PLANT GROWTH HABIT:** ...

11. **PLANT DRAINAGE REQUIREMENTS:** ...

12. **PLANT SOIL REQUIREMENTS:** ...

13. **PLANT LIGHT REQUIREMENTS:** ...

14. **PLANT TEMPERATURE REQUIREMENTS:** ...

15. **PLANT HUMIDITY REQUIREMENTS:** ...

16. **PLANT WIND REQUIREMENTS:** ...

17. **PLANT POLLINATION REQUIREMENTS:** ...

18. **PLANT PEST RESISTANCE:** ...

19. **PLANT DISEASE RESISTANCE:** ...

20. **PLANT TOXICITY:** ...

LANDSCAPE NOTES:

1. ALL PLANTINGS SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING SCHEDULE.

2. PLANTINGS SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING SCHEDULE.

3. PLANTINGS SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING SCHEDULE.

4. PLANTINGS SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING SCHEDULE.

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15. PLANTINGS SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING SCHEDULE.

16. PLANTINGS SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING SCHEDULE.

17. PLANTINGS SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING SCHEDULE.

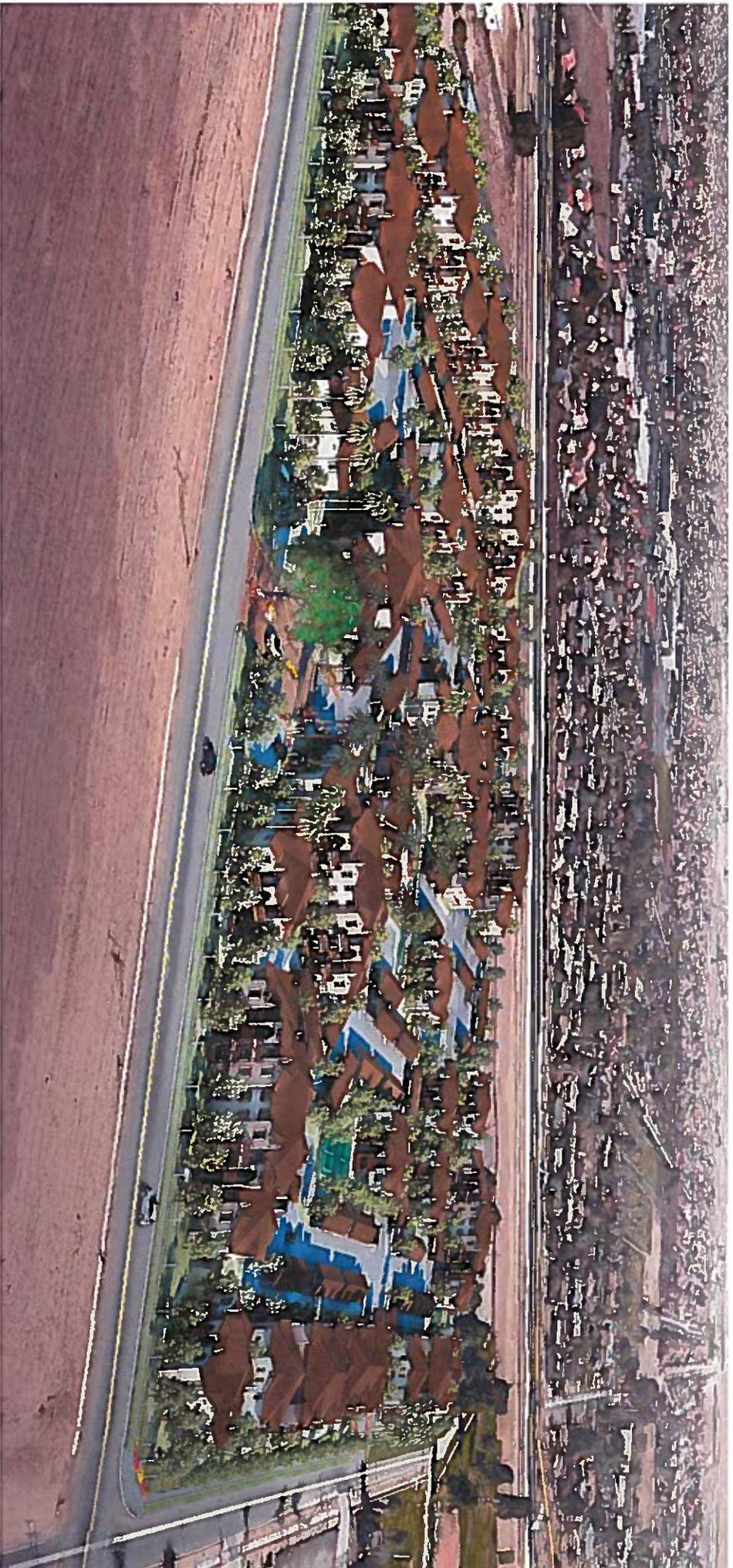
18. PLANTINGS SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING SCHEDULE.

19. PLANTINGS SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING SCHEDULE.

20. PLANTINGS SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING SCHEDULE.



Exhibit D



VILLA VERONA APARTMENTS

Aerial View

Perris, California

Metz & A, LP
Developer

ADKVA
GROUP



VILLA VERONA APARTMENTS

Building Type I

Perris, California

Metz & A, LP
Developer

ADKVA
CORP



VILLA VERONA APARTMENTS

Building Type II

Perris, California

Metz & A, LP
Developer



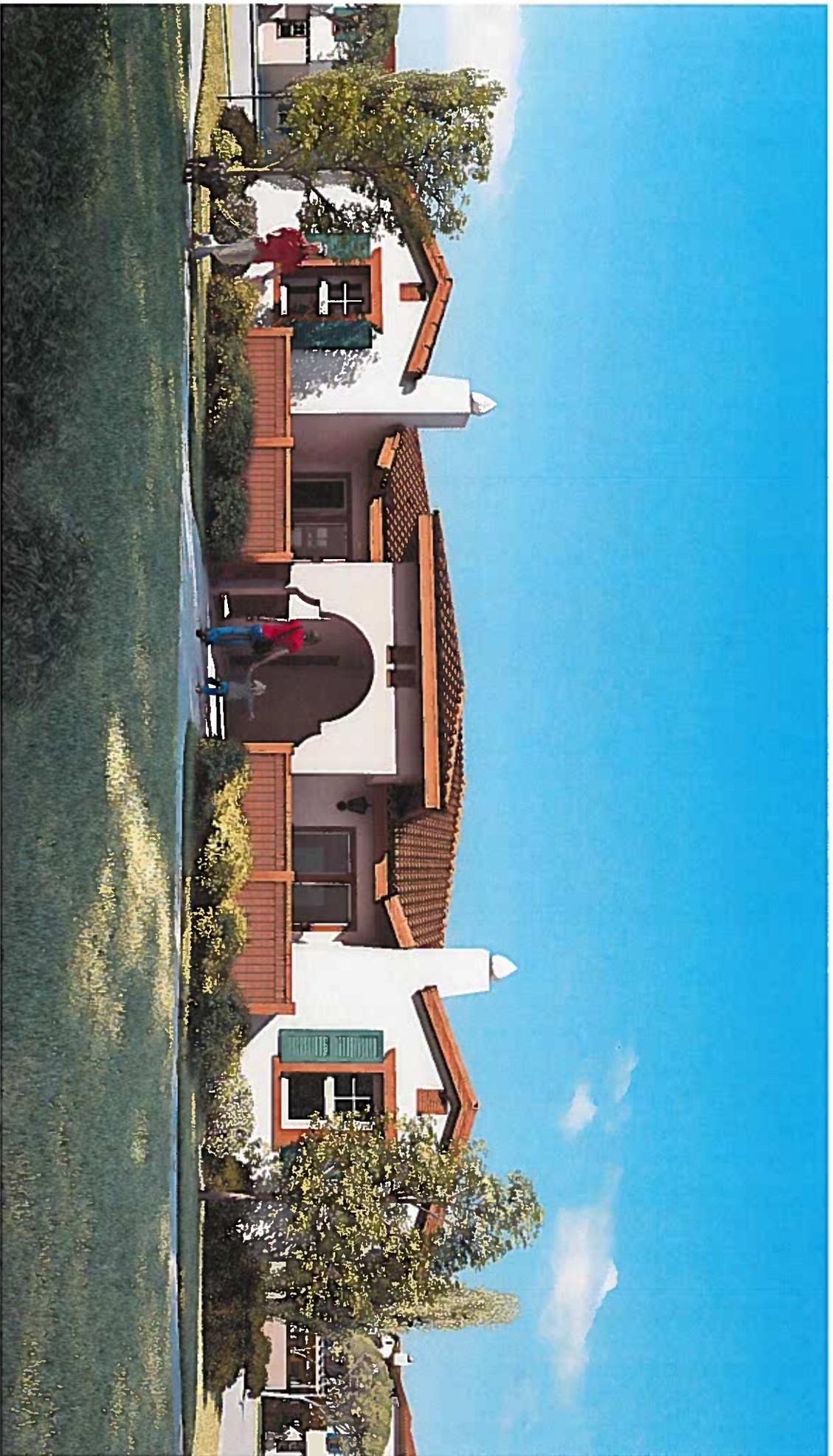


VILLA VERONA APARTMENTS

Metz & A, LP
Developer

Building Type III
Perris, California





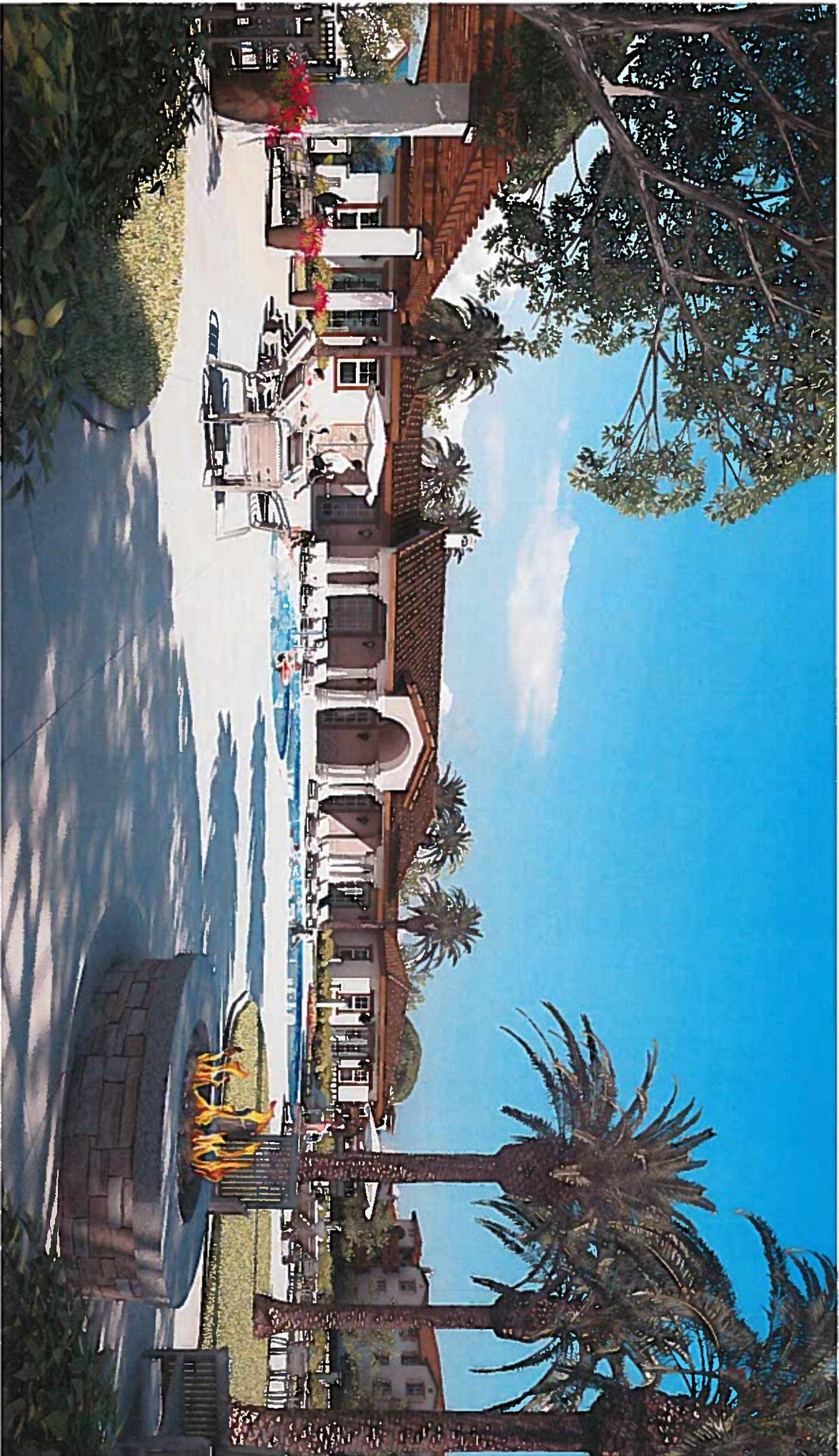
VILLA VERONA APARTMENTS

Building Type IV

Perris, California

Metz & A, LP
Developer

ADKVA
CORP



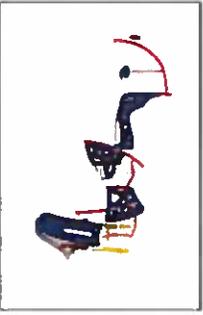
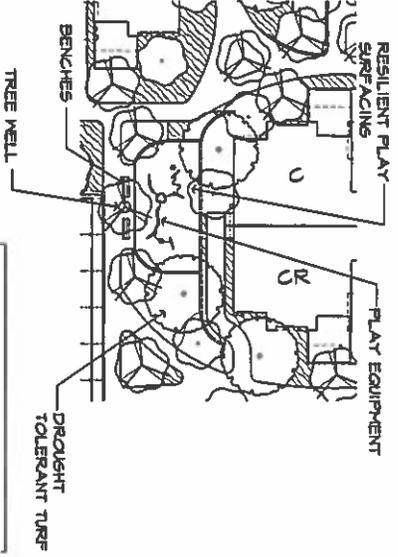
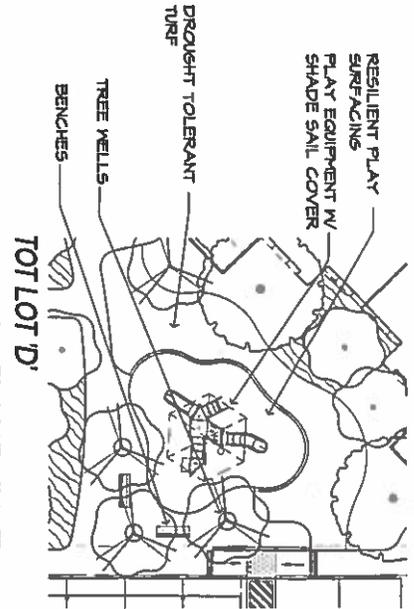
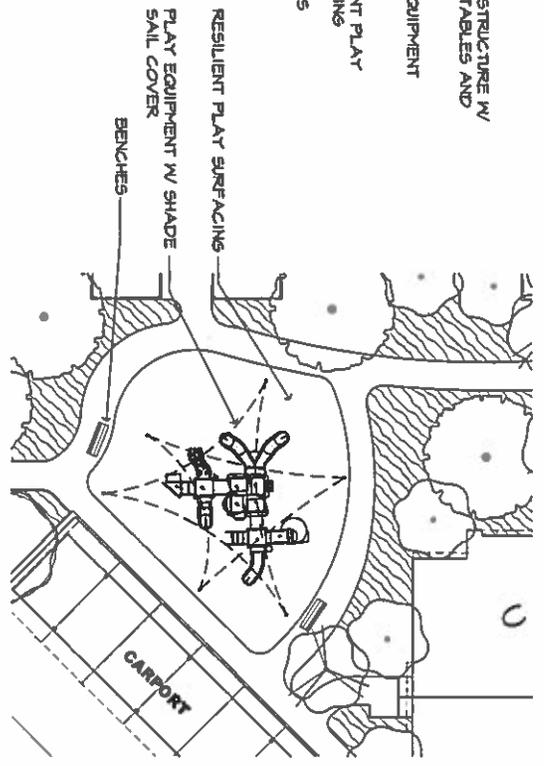
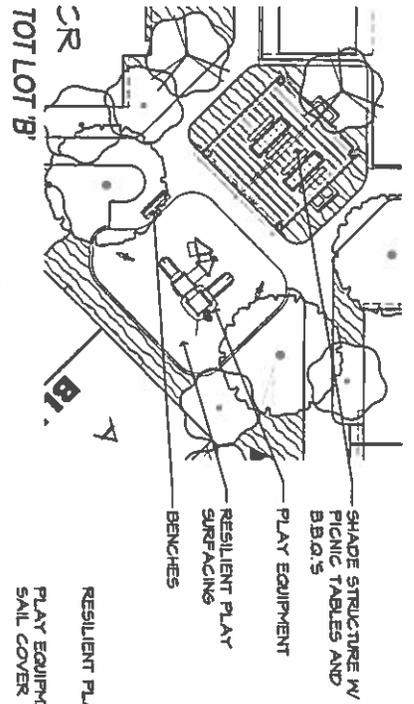
VILLA VERONA APARTMENTS

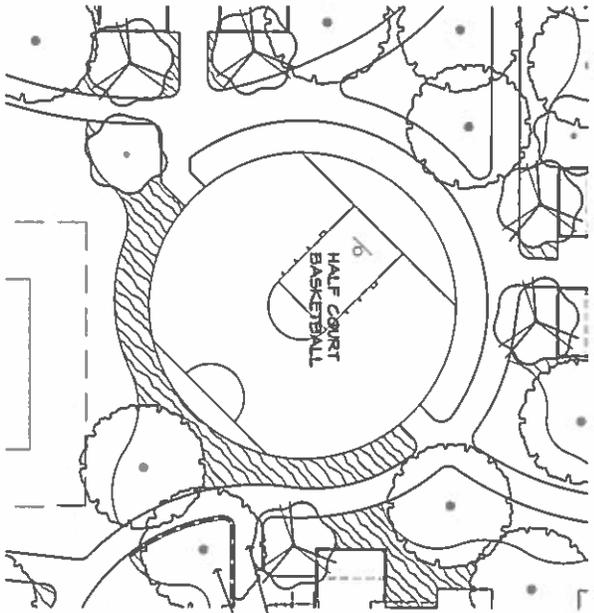
Clubhouse

Perris, California

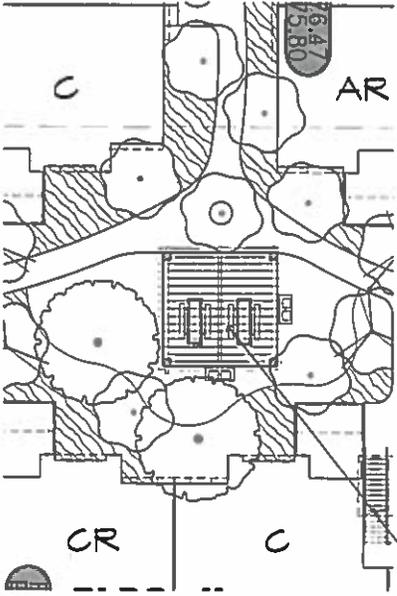
Metz & A, LP
Developer



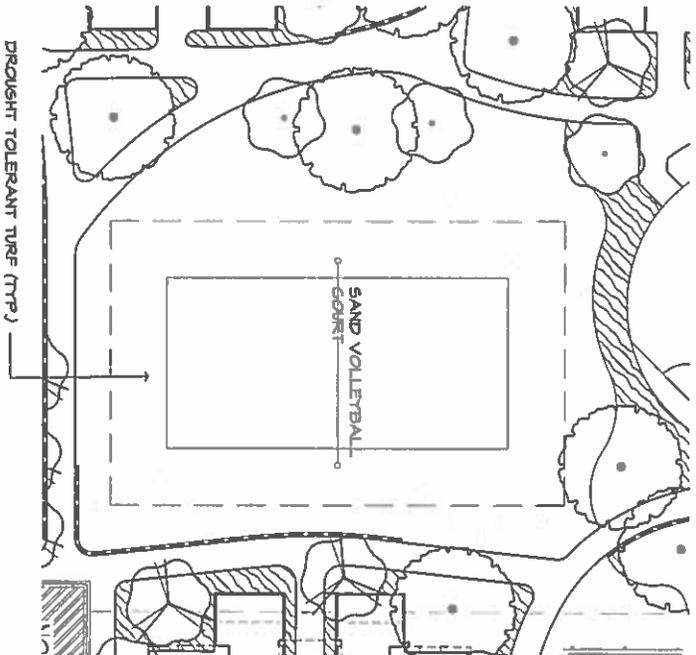




BENCH
TREE WELLS



SHADE STRUCTURE W/
PICNIC TABLES AND
BBQ'S



PRELIMINARY LANDSCAPE PLAN

SCALE 1" = 10'-0"

VILLA VERONA

DATE: 10/20/2023



WILSON
LANDSCAPE ARCHITECTS
10000 Wilshire Blvd, Suite 1000
Beverly Hills, CA 90210
PH: 310.274.1100



PERRIS UNION HIGH SCHOOL DISTRICT

155 E. Fourth Street, Perris, CA 92570
951-943-6369

 puhsd.org

 [@puhsd](https://twitter.com/puhsd)

  [PerrisUnionHSD](https://www.facebook.com/PerrisUnionHSD)

Superintendent: Grant Bennett

Tonya Davis
Chief Human
Resources Officer

Marilyn Saucedo, Ed.D.
Assistant Superintendent
Educational Services

Candace Reines
Assistant Superintendent
Business Services

Joseph Williams
Executive Director
Technology

March 29, 2017

Mr. Nathan Perez
City of Perris Development Services Department
135 North "D" Street
Perris, California 92570

Nathan - we greatly appreciate the long term and cooperative efforts we have had over the past year with you and the City of Perris in planning for the potential development within the Villa Verona project (General Plan Amendment 16-05031 and Zone Change 16-05030). We also appreciate your recent sharing of the proposal from Mike Nagggar on behalf of the project applicants and their perspectives to possibly mitigate some of the impacts from their project. We have carefully reviewed their proposal as it pertains to the Perris Union High School District (PUHSD) and, frankly, find it to be unacceptable. Our position, in large part, is based upon the fact that if their project is constructed it will have significant adverse impacts upon our California Military Institute (CMI) school operations.

From the very beginning of our discussions with you and the project applicant, we have expressed a sincere willingness to be part of a coordinated plan to improve traffic safety and efficiency on A Street in consideration of the difficult challenges that already exist. Our intended involvement in this plan recently became more complex and costly, however, given Habib Mottlagh's declaration that we would need to alter the front of our CMI campus in order to accommodate the expansion of A Street to its ultimate Right of Way; he has determined that we are likely to lose approximately 28 feet across the entire front of the campus adjacent to A Street. Based upon our expertise in planning and designing schools, including traffic patterns, we have found that it is extremely beneficial to transfer as much school traffic as possible from a street that is adjacent to a school site to an onsite circulation system for the school that affords an orderly and well-planned system of pickup and drop-off. The creation of this type of condition onsite at CMI will support the goal of improving traffic conditions on A Street and will serve to ease the burden of additional traffic that will be created through the development of Villa Verona. In all candor, without the development of the Villa Verona project we would not willingly expose the site to this reduction in available acreage. The loss of this frontage dramatically complicates any plan to modify onsite parking and circulation in order to assist with improved traffic safety on A Street. It will greatly constrain the flow of traffic on the CMI campus, dramatically reduce existing available parking and necessitate a redesign of the reduced area to create the most efficient on site circulation system and to re-locate the parking that we will lose through the reduction of the site size. Given all of these factors, our expectations are as follows:

1. We will be requesting that the City of Perris condition the Villa Verona project to complete ALL required street improvements (including any required utility construction and/or relocation) that front the CMI school site on A Street. These should be planned in coordination with their street improvements for A Street –all costs associated with these improvements shall be borne by Villa Verona.
2. Villa Verona will either fully fund or construct all new ingress/egress and onsite parking facilities for the CMI campus (consistent with the attached conceptual plan) to support the improvement of safety and traffic flow on and around A Street for vehicles and pedestrians. It is our expectation that all onsite parking facilities for the school will need to be reconfigured/reconstructed in order to effectively function within a more constricted site configuration. Construction of these improvements shall be completed after all approvals from the DSA have been secured and construction contracts will adhere to prevailing wage requirements.
3. Onsite improvements as identified in #2 above shall satisfy school fee requirements as pertain to the anticipated 376 apartment units currently identified in the Villa Verona plan.

Once a mitigation agreement has been mutually approved, the PUHSD will act as a project proponent for the applicant during the entitlement processes with the City of Perris Planning Commission and City Council.

We truly appreciate the support of the City as we attempt to mitigate impacts from any future development from Villa Verona. Please be advised that to only widen A Street and not have the onsite improvements completed would not be helpful to us and, in fact, would create even more unsafe conditions.

Sincerely,



Hector Gonzalez
Director of Facilities



CALIFORNIA MILITARY INSTITUTE



PLANNING COMMISSION
AGENDA SUBMITTAL

Meeting Date: May 17, 2017

SUBJECT: **General Plan Amendment 16-05031, Zone Change 16-05030, Tentative Parcel Map (TPM 37181) 16-05150, and Development Plan Review 16-00002** for the development of a 372-unit multifamily apartment community, with a 4,482 sq. ft. recreation building and a variety of amenities on 16.9 vacant acres located at the northeast corner of “A” Street and Metz Road . Applicant: Danny Brose

REQUESTED ACTION: **Approve Resolution No. 17-03** recommending Approval of Mitigated Negative Declaration 2329 for General Plan Amendment 16-05030, Zone Change 16-05030, Tentative Parcel Map (TPM 37181) 16-05150, and Development Plan Review 16-00002 to the City Council, based on the findings and subject to the Conditions of Approval.

CONTACT: Clara Miramontes, Development Services Director

BACKGROUND/DISCUSSION:

The applicant is proposing to construct a 372-unit multifamily apartment community, with a 4,482 sq. ft. recreation/clubhouse building and a variety of amenities on 16.9 undeveloped acres located at the northeast corner of “A” Street and Metz Road. A General Plan Amendment (GPA) and Zone Change (ZC) applications are required to change the land use designation of five (5) parcels totaling 16.9 net acres from R-6,000-MAOZ (Single-Family Residential) to MFR-22-MAOZ (Multi-Family Residential) to increase the allowed residential density. The project also requires a Tentative Parcel Map (37181) application to merge five (5) existing lots to facilitate construction of this apartment community.

The project will provide market-rate apartments. Access will be provided from “A” Street and Metz Road which primary access will be provided through “A” Street. A total of 522 standard parking spaces are provided (372 carport spaces) throughout the project site. The project includes site amenities such as: Clubhouse, four (4) tot-lot areas, half basketball court facility, swimming pool, volleyball court, and several picnic areas with benches, barbeque grills.

On May 12, 2016, the Airport Land Use Commission (ALUC) ruled the project to be consistent with the March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan (MARB ALUCP) and the Perris Valley Airport Land use Compatibility Plan (PV ALUCP).

An Initial Study was prepared for the project in accordance with the City's guidelines implementing the California Environmental Quality Act. Staff has concluded that all potential significant effects on the environment can be reduced to a less than significant level through mitigation measures, the design of the development, the zoning code and standard requirements of the City, therefore a Mitigated Negative Declaration (no. 2329) has been prepared. Detailed project information is provided in the attached staff report, initial study, and conditions of approval.

BUDGET (or FISCAL) IMPACT: Costs for staff preparation of this item are borne by the applicant.

PREPARED BY: Nathan Perez, Associate Planner

Public Hearing: May 17, 2017

Exhibit F

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

PROJECT REPORT

CASE NUMBERS: General Plan Amendment 16-05031, Zone Change 16-05030, Tentative Parcel Map (TPM 37181) 16-05150, and Development Plan Review 16-00002

Planning Commission Date: May 17, 2017

Project Planner: Nathan Perez, Associate Planner

Project Description: Proposal to construct a multi-family residential development consisting of 372 dwelling units on approximately 17.33 acres currently zoned R-6,000. A variety of project amenities are proposed, including a 4,482 square foot clubhouse, 522 parking spaces (372 covered parking places, and 132 open Parking spaces). The project includes General Plan Amendment (GPA) and Zone Change (ZC) to change the land use designation from R-6,000-MAOZ (Single-family residential) to MFR-22-MAOZ (Multi-family Residential) to increase the allowed residential density. The project also requires a Tentative Parcel Map (TPM 37181) to merge five (5) existing lots to facilitate construction of this apartment community.

Location: Northwest corner of "A" Street and Metz Road.

Assessor's Parcel Numbers: 311-040-013, -015, -021, -024, -026

Applicant: Danny Brose
Address: 31103 Ranch Viejo Road #353
San Juan Capistrano, CA 92675

Environmental Determination: An Initial Study has been prepared for the proposed project, which determined that, subject to mitigation measures, there is no substantial evidence of adverse environmental effects therefore a Mitigated Negative Declaration (MND) has been prepared.

Related Cases: N/A

EXISTING ZONING AND LAND USE:

Current Zoning: R-6,000-AOZ (Single-Family Residential-March Airport Overlay Zone)

Surrounding Zoning: R-6,000-AOZ to the east, west and north. P-AOZ to the south.

Existing Land Use: Vacant, undeveloped land

Surrounding Land Uses:

<i>Direction</i>	<i>Land Use</i>
North	Undeveloped land
South	School Transportation Yard
East	Undeveloped land
West	Detention Basin

PROJECT BACKGROUND/DESCRIPTION:

The applicant is proposing to construct a 372-unit multifamily apartment community on 16.89 net acres, and a 4,482 sq. ft. club house building located at the northeast corner of "A" Street and Metz Road. A total of 522 standard parking spaces are provided (372 carport spaces) throughout the project site. The 372 unit development consists of: one hundred and sixteen (116) one-bedroom units, two hundred and forty (240) two-bedroom units, and sixteen (16) three-bedroom units. The apartment buildings range from one to three story and will provide varied floor plans for each building type.

The apartment community proposes site amenities such as: a half basketball court facility, a volleyball court, pool and spa, and a centralized water fountain feature. Other distributed amenities include: four (4) tot-lots areas, and three (3) shaded structures areas to include benches and barbeque grills.

The project site is bounded by vacant land to the north and west, a detention basin (Metz basin) to the east, and a school transportation and maintenance yard to the south. The project is currently vacant and accessible through "A" Street and Metz Road. The project is required to install a signalized intersection at the intersection of "A" Street and Metz Road to include curb, gutter and side walk along the street frontages of the project site.

A Zone Change (ZC) application is required to re-designate the land use of 16.91 net acres from R-6,000 to MFR-22, and Tentative Parcel Map (TPM 37181) to consolidate five (5) parcels (APN#311-040-013, -015, -021, -024, -026) into one parcel.

Also, General Plan Amendment (GPA) application is required to amend the project area from "R-6,000" (Single Family Residential) to "MFR-22-AOZ" (Multi-Family Residential Airport Overlay Zone) from the City of Perris General Plan Land Use Element (2030) to accommodate the apartment community.

ANALYSIS AND REVIEW:

GENERAL PLAN AND ZONING CONSISTENCY

Currently, the project site is designated R-6,000 per the City of Perris General Plan (2030) Land Use Element, and R-6,000-AOZ (Single Family Residential) per the Zoning Map. The applicant is proposing a General Plan Amendment and Zone Change to re-designate the project area from R-6,000 to MFR-22 from the City of Perris General Plan (2030) Land Use Element, and Zoning Map to allow the multi-family use by increasing the density to allow more units per acre. Also, the proposed apartment community is permitted within the "MFR-22" zone, which allows multifamily uses including apartments and condominiums up to 22 units per net acre. The project proposes approximately twenty-two (22) units per acre which adheres to the maximum unit density for MFR-22 zoning designation.

MARB AIRPORT LAND USE COMPATIBILITY PLAN

On May 12, 2016, the Riverside County Airport Land Use Commission determined that the project is consistent with the March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan (MARB ALUCP). Also, the project site is located within the March Air Reserve Base/Inland Port Airport Influence Area (March AIA) Zone D and Perris Valley Airport Compatibility Plan Influence Area (AIA) Zone E. The project complies with both the 2014 March ARB/IP Land Use Compatibility Plan (March ALUCP) and Perris Valley Airport Compatibility Plan.

DEVELOPMENT STANDARDS

Setbacks and Lot Coverage

The project site is subject to the following MFR-22 development standards:

<i>Table 1. MFR-22 Development Standards</i>			
<i>Development Standard</i>	<i>Required</i>	<i>Provided</i>	<i>Complies</i>
Lot Coverage	45 % max	19.3%	Yes
Structure Height	40 feet max	40 feet or less	Yes
Front Setback (Metz Road)*	20 feet min	20 feet	Yes
Side Setback (A Street Avenue frontage and Easterly property line frontage)	Equal or greater to wall height of proposed building, as measure to plate height	20' feet (2nd Story) 30' feet (3rd Story)	Yes
Rear Setback (facing north property line)	Equal or greater to wall height of proposed building, as measure to plate height	20' feet (2 nd Story) 30' feet (3 rd Story)	Yes
Building Separation	10' feet between buildings on the same lot. An	20' feet	Yes

	additional 5' feet for each building story		
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*On a corner lot only one street line is considered the front lot line, and the shorter street frontage shall be considered the lot line.

The project complies with lot coverage, maximum structure height, building separation, and setback requirements of the MFR-22 zone.

Site Design Layout

The project proposes two (2) points of access. The main point of access is located on "A" Street. The second point of access located on Metz Road is for emergency access only. All parking lot areas are distributed in close proximity to each building to accommodate the apartment community. There are a total of 29 buildings (including a recreation building) with three unit sizes ranging from one to three bedroom units. The apartment square footages range from 696 square feet for the one-bedroom (Unit A) to a maximum of 1,064 square feet for a three-bedroom (Unit C).

The project also provides a community focal point towards the "A" Street main entrance. The main gated entrance provides brick pavers that leads to a 4,482 square foot clubhouse facility and leasing office. The project provides an interior four (4) wide walkway system to connect dwelling units to amenities such as: trash enclosure areas, parking areas, recreation amenities, and other outdoor common spaces. Also, pedestrian walkway areas that cross drive isles are clearly defined by decorative pavers. The common open space for the site totals over 374,000 square feet, which includes the WQMP basin and amenity areas.

Architecture

The applicant has worked closely with planning staff to enhance the site layout and architectural design for this project. The project proposes Mediterranean architecture for all proposed buildings. The Mediterranean architectural style consists of: s-tile roofs, wood beams, wood corbels, semi flat textured plaster, faux chimney detail, arches, and shutters. The project proposes three building types (single-story building type IV, two-story building type I and III, three-story building type II). The building design includes varied roof heights to avoid a long flat monotonous roof line. The building facades have varied wall planes, with recessed concealed stairways. All building types include staggering of wall planes to avoid a long monotonous wall plane. All guard rails on decks shall utilize a solid "trex" material (vinyl faux wood) which is durable and provide low maintenance over time. Also, the decks shall have ¼' between boards to conceal air conditioning units from public view. Also, all proposed carports shall mimic the buildings in roof material (s-tile), and color.

Conceptual Landscaping

Per P.M.C. section 19.28 and 19.70, all MFR-22 multi-family development are required to provide a minimum of 35% landscape area which includes: private open space, walkways and site amenities. The project proposes approximately 48.6% which exceeds the MFR-22 landscape requirement of 35%. This includes landscaping within the water quality basin located at the northeast portion of the property. The conceptual landscaping plan indicates a variety of 24" and

36" box trees that will be planted throughout the site for shade and to enhance the buildings, walkways, and points of entry. All landscaping shall comply with AB 325 standards for water conservation that require drought-resistant and California-climate friendly tree and plant material.

All parking lot areas shall provide a minimum of 36 inch box or larger for 30% of the proposed shade trees. Also, a minimum of one 24-inch box tree per six (6) parking stalls shall be provided throughout the development. Along the "A" Street and Metz Road perimeter fence, the development shall include a 36" high shrub border (5-gallon shrubs) behind the wrought iron pilaster fence. All perimeter block walls shall provide 5 gallon size vines at 20' o.c. (off center).

All BMPs and water quality basins will also provide landscape and irrigation to include a minimum 24" inch box trees with shrubs or combination with ground cover. At the main entrance on "A" street shall provide 18' foot high Date Palms to accentuate the apartment community entrance.

Project Amenities

Per the MFR-22 zoning requirements, all multi-family development is required to provide private and common open space with amenities. Each dwelling unit provides 75 square feet for non-ground floor, and 150 square feet of ground floor of private enclosed space. Also, the total common space area required for each unit is 150' square feet. In total, the entire project provides 374,811 square feet of total common space area which exceeds the minimum requirement of 55,800 square feet.

The MFR-22 zone also requires onsite amenities such as security gates, recreational amenities, laundry facilities, pedestrian circulation, and community entry focal points. Per P.M.C. 19.28, all multi-family housing developments shall provide recreational amenities within the site in accordance with the following:

Site Amenity requirements based on Project Size

- Tot lot with play equipment - 5 units
- Barbecue area with seating -10 units
- Swimming pool and spa - 20 units
- Court game facilities such as tennis, basketball or racquetball - 50 units
- Clubhouse - 120 units

The above amenities are cumulative, so all of the required amenities for smaller projects shall also be required in addition to the specified amenity for the number of units. Therefore, the project includes site amenities such as: Clubhouse, four (4) tot-lot areas, half basketball court facility, gated enclosed swimming pool, volleyball court, and several picnic areas with benches, barbeque grills. All tot lots have distinct play structures dispersed throughout the project which are in close proximity to adjacent buildings. The project does not propose shared laundry facilities for community use, however each dwelling units shall provide a laundry facility area that is plumbed and wired for a washer and dryer. Decorative lighting fixtures are dispersed throughout the project to provide lighting and security along all the common space areas, parking lot areas, and walkway areas.

The main entrance on “A” Street includes security gates, decorative colored concrete, decorative block walls and a turnaround area, and heavy landscaping. The distinct features will provide a transition from the outer street to the project site to accentuate a sense of arrival.

Perimeter Walls

Per P.M.C. section 19.28.080B.(b.), All multi-family housing developments shall be entirely fenced and gated around the perimeter of the site. Also, vehicular gates shall be designed and arranged to provide turn-around outside the gate for vehicles not obtaining entry to the development.

The proposed wall and fence along “A” street and Metz Road is composed of: 6’ high decorative split-face block wall with decorative veneer pilasters every 40’ feet, and a 6’ foot high wrought iron fence with veneer pilasters every 40’ feet. The northern property line, a 6’ foot high split-face block wall with pilasters every 40’ is proposed. The westerly perimeter shall include a 2’6” retaining block wall (along the easterly property line) to include an 8’foot high split-faced block wall with pilasters every 40’ feet above the berm. The 8’ foot height proposed is required to ensure that a 12’ foot barrier (required by the noise study, see MMRP: NOI 1) is provided to mitigate noise from the adjacent freeway and railroad. All perimeter block shall also include graffiti resistant coating.

On-Site Parking/Circulation

The Parking and Loading Standards of the P.M.C. Section 19.69 requires that all multifamily residential development provide off-street parking. Parking required for the apartment community is based on parking ratios for one to three bedroom apartment units, and a 4,482 square foot clubhouse/lease building. The table below provides the total calculated parking for the project.

<i>Use</i>	<i>Parking Ratio Spaces/unit</i>	<i>Bedroom Units</i>	<i>Square Footage</i>	<i>Total Spaces Required</i>	<i>Total Covered Spaces Provided</i>
1 Bedroom Unit	1	116	N/A	116	116
2 Bedroom Unit	1.5	240	N/A	360	360
3 Bedroom Unit (first 10 units)	1.75	10	N/A	18	18
3 Bedroom Unit	1.51	6	N/A	9	9
Clubhouse/Leasing Bldg	1:300 sq. ft.	N/A	4,482	15	15
Covered Parking Req'd	1	372	N/A	372	372
Total Parking Spaces Required per Code				518	
Total Parking Spaces Provided					522

Overall, the proposal exceeds the off-street parking requirement for both covered parking and total required parking per the Zoning Code.

The project provides pedestrian connectivity throughout the site with a four-foot wide concrete sidewalk network connecting buildings to lot areas, project amenities, and parking areas. Fifteen (15) parking spaces are provided for visitors and guest adjacent to a pedestrian entrance that leads to the leasing office.

Off-Site Improvements

A Traffic Study (dated August 16, 2016) and a Supplemental Traffic Analysis (dated January 13, 2017) was prepared by *Kunzman Associates, Inc.*, to analyze existing and future traffic conditions associated with this project. Some of the recommended improvements include: A new signalized intersection at "A" Street and Metz Road, Ultimate half section width (47 feet) improvement of "A" Street (along northern project site to Metz Road), and Ultimate half section width (33 feet) improvement of Metz Road (along "A" Street to east end of project site). Additionally, to promote traffic calming, and pedestrian safety, the City Engineer conditioned the project to include traffic and pedestrian signage, striping, installation of bulb-outs along existing designated cross walk, and handicap ramps.

In addition to these improvements, the City Engineer required widening of "A" street along the California Military Institute's (CMI) campus per *Perris General Plan Circulation Element (2030)* which requires 47 feet from centerline for right-of-way. As a result, staff received a letter from the Perris Union High School District dated March 29, 2017 (Exhibit I), the school district expressed concerns with the widening of "A" street which would directly impact the California Military Institute's (C.M.I.) parking and drop off area along "A" Street.

To address the onsite impacts to CMI, the City Engineer conditioned the project to construct the onsite driveway and parking facilities to facilitate student pick up and drop off, in accordance with Perris Union High School District's (PUHSD) Exhibit I. Also, PUHSD is working with the developer in waiving school fees in return for the developer's commitment to building these onsite improvements through an MOU (Memorandum of Understanding).

TENTATIVE PARCEL MAP 37181 (16-05150)

Tentative Parcel Map 37181 (16-05150) proposes to consolidate five (5) lots into one parcel to facilitate the proposed apartment community. All existing utility easements which includes the 30' foot wide easement along the northern property line will be preserved. The parcel map will also dedicate street frontage area along "A" Street and Metz Road for street improvements.

ENVIRONMENTAL DETERMINATION

An Initial Study was prepared for the project in accordance with the City's guidelines implementing the California Environmental Quality Act (CEQA). This Initial Study was undertaken for the purpose of deciding whether the project may have a significant effect on the environment. On the basis of this Initial Study, staff concluded that all potential significant effects on the environment can be reduced to a less than significant level through mitigation measures, the design of the development, project Conditions of Approval, the zoning code and standard requirements of the

City. The 30-day review period for the Initial Study for public review commenced on February 24, 2017 and closed on March 26, 2017. During the draft IS/MND review period, eight (8) comment letters were received from the following agencies and organizations:

- A. Cal Fire – Riverside Unit, Riverside County Fire Department
- B. Pechanga Band of Luiseño Indians
- C. Eastern Municipal Water District
- D. City of Moreno Valley
- E. Riverside County Flood Control and Water Conservation District (Engineering)
- F. Riverside County Flood Control and Water Conservation District (Planning)
- G. Perris Elementary School District
- H. South Coast Air Quality Management District

Comments received on the Draft IS/MND have been addressed in a Final IS/MND. All potential effects of the proposed project have been reduced to less than significant levels with implementation of mitigation measures. Therefore, a final Mitigated Negative Declaration (No. 2329) has been prepared. The Draft IS/MND and the Final IS/MND have been available for public review at the Development Services public counter, and on the City's website.

CEQA and the State CEQA Guidelines require public agencies to consider public comments received on a mitigated negative declaration; however, they do not require that agencies prepare responses to such comments. (Pub. Resources Code, § 21091(d), (f); State CEQA Guidelines, § 15074(b).) Responses to comments were sent to the agencies and organizations that provided comments. All comment letters and the City's response to each are included in Appendix L of the Final IS/MND. In the process of responding to the comments, there were revisions to the text of the Draft IS/MND with final changes made to the Final IS/MND. Although some of the comments resulted in clarification, enhancement or revision to the mitigation measures, none of the comments or responses constituted "significant new information" or met any of the conditions in Section 15088.5 of the State CEQA Guidelines that would require recirculation of the Draft IS/MND.

PUBLIC/AGENCY COMMENTS

A public hearing notice was sent to property owners within 300-feet of the project site and agencies. As of the writing of this report, no other additional comments have been received by staff.

FINDINGS

The following Findings are recommended to the Planning Commission and City Council for project approval:

Tentative Tract Map (37181) 16-05150:

1. Tentative Tract Map 37181, as conditioned, is consistent with the City's General Plan designation of MFR-22 and all applicable General Plan policies.
2. The proposed project will not result in significant adverse environmental effects.
3. The proposed project, as conditioned, is consistent with city standards, ordinances, and

policies.

4. The project will not affect health, safety, and welfare.

General Plan Amendment 16-05031:

1. The proposed General Plan land use designation is consistent with the applicable General Plan objectives, policies, and programs.
2. The proposed General Plan land use designation is compatible with adjoining uses.
3. The proposed General Plan land use designation is a logical extension of the existing pattern.

Zone Change 16-05030:

1. The proposed zoning is consistent with the General Plan Land Use Map and Airport Overlay Zoning Map and applicable General Plan objectives, policies, and programs.
2. The proposed zoning is compatible with or provides adequate buffering of adjoining uses.
3. The proposed zoning is a logical extension of the existing zoning pattern.

Development Plan Review 16-00002:

1. The location, size, design, density and intensity of the proposed development and improvements are consistent with the City's General Plan, the purposes and provisions of this Title, the purposes of the zone in which the site is located, and the development policies and standards of the City.
2. The subject site is physically suitable, including but not limited to parcel size, shape, access, and availability of utilities and services, for the type of development proposed.
3. The proposed development and the conditions under which it would be operated or maintained is compatible with the zoning code and will therefore not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.
4. The architecture proposed is compatible with community standards and protects the character of adjacent development.
5. The landscaping plan ensures visual relief and provides an attractive environment for the public's enjoyment.
6. The safeguards necessary to protect the public health, safety and general welfare have been required for the proposed project.

RECOMMENDATION

Staff recommends that the Planning Commission:

Adopt Resolution No. 17-03 recommending approval of General Plan Amendment 16-05031, Zone Change 16-05030, Tentative Parcel Map 16-05150, and Development Plan Review 16-00002 to the City Council, based on the findings and information contained in the discussion and the attached exhibits, and subject to the Conditions of Approval.

EXHIBITS:

- Exhibit A – Conditions of Approval (Engineering, Planning and Public Works)
- Exhibit B – Aerial View
- Exhibit C – Vicinity Map
- Exhibit D – Existing/Proposed Zoning
- Exhibit E – Existing/Proposed GPA
- Exhibit F – Site Plan
- Exhibit G – Parcel Map
- Exhibit H – Landscaping Plans
- Exhibit I – School District letter
- Exhibit J – Planning Commission resolution 17-03
- Exhibit K – MND and Initial Study
- Exhibit L – MMRP
- Exhibit M – Public Agency Letters and Response to Comments

MND 2329, Initial Study and Associated Studies are on File at the Planning Department and available online at:

<http://www.cityofperris.org/city-hall/departments/development/planning.html>

CITY OF PERRIS
DRAFT MITIGATED NEGATIVE DECLARATION NO. 2329

Name, if any, and a brief description of project:

General Plan Amendment (16-05030), Zone Change (16-05030), Development Plan Review (16-00002), and Tentative Parcel Map (TPM 37181) (16-05150) to facilitate entitlement of a multi-family residential development on 17.33-acres of vacant land currently zoned R-6,000. A total of 372-units are proposed, including two and three story buildings with one, two, three and four-bedroom units. A variety of project amenities are proposed, including a 4,482 square foot clubhouse, 522 parking spaces (372 covered parking places, and 132 open Parking spaces). Approval of a Zone Change (16-05030) from R-6,000-MAOZ to MFR-22-MAOZ. A General Plan Amendment (GPA) and Zone Change (ZC) are required to change the land use designation from R-6,000-MAOZ (Single-family residential) to MFR-22-MAOZ (Multi-family Residential) to increase the allowed residential density. The project also requires a Tentative Parcel Map (TPM 37181) to merge five (5) existing lots to facilitate construction of this apartment community.

Location:

The project site is located at the northeast corner of "A" Street and Metz Road in the City of Perris, California. The site is located immediately east of "A" Street and Metz Road is along the southern boundary.

Entity or person undertaking project:

1. Name: Metz & A, LLC
2. Address: 31103 Rancho Viejo Road, Ste 535, San Juan Capistrano, CA 92675

Determination:

The City Council, after review of the Initial Study and supporting documents for this proposed project, and review of the written comments received during the public review process, including the recommendation of the city's staff, does hereby state that there is no substantial evidence that the proposed project will have a significant effect on the environment with the proposed mitigation measures, therefore a Mitigated Negative Declaration (MND #2329) has been prepared. The Mitigated Negative Declaration determination reflects the lead agency's independent judgment. A brief statement of the reasons supporting the City Council findings is as follows:

The Initial Study for the proposed project concludes that all potentially significant adverse environmental impacts in the areas of Aesthetics, Biological Resources, Traffic, Cultural Resources, Hazards & Hazardous Waste, Air Quality, Geology/Soils, and Noise can be reduced to less than significant through imposition of the project mitigation measures, and adherence to the Zoning Code, the Building and Fire Codes, and standard requirements of the City of Perris.

An electronic copy of the Initial Study and technical reports are provided in the City's website at <http://www.cityofperris.org/departments/development/planning.html>

MITIGATION MONITORING & REPORTING PLAN

The following environmental mitigation measures shall be incorporated into the project development as Conditions of Approval (MND 2329). The project applicant shall secure a signed verification for the mitigation measures to ensure compliance with each mitigation measure, as required by the City of Perris to meet CEQA obligations and other requirements (Public Resources Code Section 21081.6). Final clearance shall require all verifications applicable to the following table. The Perris Development Service Department has primary responsibility for monitoring and reporting the implementation of each mitigation measure.

VILLA VERONA APARTMENT COMMUNITY (General Plan Amendment 16-05031, Zone Change 16-05030, Tentative Parcel Map [TPM 37181] 16-05150, and Development Plan Review 16-00002)			
MITIGATION MEASURES			
MITIGATION MEASURES	TIMING	DEPARTMENT	SIGNATURE
AESTHETICS			
AES 1: Prior to the issuance of grading permits, the applicant shall provide evidence to the City that any temporary nighttime lighting installed for security purposes shall be downward facing and hooded or shielded to prevent security light spillage outside of the staging area or direct broadcast security light into the sky.	Prior to the issuance of grading permit.	Planning Division	
VILLA VERONA APARTMENT COMMUNITY (General Plan Amendment 16-05031, Zone Change 16-05030, Tentative Parcel Map [TPM 37181] 16-05150, and Development Plan Review 16-00002)			

MITIGATION MEASURES

MITIGATION MEASURES		VERIFICATION OF COMPLIANCE	
AIR QUALITY	TIMING	DEPARTMENT	SIGNATURE
			DATE
<p>AQ-1: Lots within 470 feet of the I-215 Freeway shall be required to install high efficiency Minimum Efficiency Reporting Value (MERV) filters of MERV 16 or better as indicated by the American Society of Heating Refrigerating and Air Conditioning Engineers ASHRAE Standard 52.2, in the intake of ventilation systems. Heating, air conditioning and ventilation (HVAC) systems shall be installed with a fan unit power designed to force air through the MERV 16 filter.</p>	<p>Prior to the issuance of Certificates of Occupancy.</p>	<p>Planning Division</p>	
<p>BIOLOGICAL RESOURCES</p>	<p>BIO 1: If construction is proposed to occur during the peak bird nesting season (February 1 to June 30), a pre-construction survey for nesting birds will be required as per State and federal requirements. If the pre-construction surveys identify any active nests, the California Department of Fish and Wildlife and US Fish and Wildlife Service shall be contacted to discuss specific measures which will be implemented to minimize impact.</p>	<p>Mitigation required only between February 1 and August 31.</p>	<p>No more than 30 days prior</p>

	to start of ground disturbance.		
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VILLA VERONA APARTMENT COMMUNITY
 (General Plan Amendment 16-05031, Zone Change 16-05030, Tentative Parcel Map [TPM 37181] 16-05150,
 and Development Plan Review 16-00002)

MITIGATION MEASURES

MITIGATION MEASURE	TIMING	DEPARTMENT	SIGNATURE	DATE
<p>CULTURAL RESOURCES</p> <p><u>CR 1:</u> The developer shall retain a professional archaeologist prior to the issuance of grading permits. The task of the archaeologist shall be to monitor the initial ground-altering activities at the subject site and off-site improvement areas for the unearthing of previously unknown archaeological and/or cultural resources. Selection of the archaeologist shall be subject to the approval of the City of Perris Director of Development Services and no grading activities shall occur at the site or within the offsite improvement areas until the archaeologist has been approved by the City. The archaeological monitor shall be responsible for maintaining daily field notes and a photographic record, and for reporting all finds to the developer and the City of Perris in a timely manner. The archaeologist shall be equipped to record and salvage cultural resources that may be unearthed during grading activities. The archaeologist shall be empowered to temporarily halt or divert grading equipment to allow recording and removal of the unearthed resources.</p>	<p>Prior to issuance of grading permits, and during ground-altering activities.</p>	<p>Planning Division</p>		

VILLA VERONA APARTMENT COMMUNITY
 (General Plan Amendment 16-05031, Zone Change 16-05030, Tentative Parcel Map [TPM 37181] 16-05150,
 and Development Plan Review 16-00002)

MITIGATION MEASURES

MITIGATION MEASURE	TIMING	DEPARTMENT	SIGNATURE	DATE
<p>CULTURAL RESOURCES</p> <p><u>CR 1, cont.</u> In the event that archaeological resources are discovered at the site or within the off-site improvement areas, the handling of the discovered resources will differ. However, it is understood that all artifacts with the exception of human remains and related grave goods or sacred/ceremonial objects belong to the property owner. All artifacts discovered at the development site shall be inventoried and analyzed by the professional archaeologist. If any artifacts of Native American origin are discovered, all activities in the immediate vicinity of the find (within a 50-foot radius) shall stop and the project proponent and project archaeologist shall notify the City of Perris Planning Division, the Pechanga Band of Luiseño Indians and the Soboba Band of Luiseño Indians. A designated Native American observer from either the Pechanga Band of Luiseño Indians or the Soboba Band of Luiseño Indians shall be retained to help analyze the Native American artifacts for identification as everyday life and/or religious or sacred items, cultural affiliation, temporal placement, and function, as deemed possible. Consistent with California Public Resources Code Section 21083.2(b) and Assembly Bill 52 (Chapter 532, Statutes of 2014),</p>				

avoidance shall be the preferred method of preservation for tribal cultural resources and archaeological resources.

VILLA VERONA APARTMENT COMMUNITY (General Plan Amendment 16-05031, Zone Change 16-05030, Tentative Parcel Map [TPM 37181] 16-05150, and Development Plan Review 16-00002) MITIGATION MEASURES			
MITIGATION MEASURE	TIMING	DEPARTMENT	VERIFICATION OF COMPLIANCE SIGNATURE DATE
CULTURAL RESOURCES CR 1, cont. The significance of Native American resources shall be evaluated in accordance with the provisions of CEQA and shall consider the religious beliefs, customs, and practices of the Luiseño tribes. All items found in association with Native American human remains shall be considered grave goods or sacred in origin and subject to special handling. Native American artifacts that are relocated/reburied at the site would be subject to a fully executed relocation/reburial agreement with the assisting Native American tribes or bands. This shall include measures and provisions to protect the reburial area from any future impacts. Relocation/reburial shall not occur until all cataloging and basic recordation have been completed. Native American artifacts that cannot be avoided or relocated at the site shall be prepared in a manner for curation at an accredited curation facility in Riverside County that meets federal standards per 36 CFR Part 79 and makes the artifacts available to other archaeologists/researchers for further study such as University of California, Riverside Archaeological Research Unit (UCR-ARU) or the Western Center for Archaeology and Paleontology. If more than one Native American group is involved with the proposed project and they cannot come to an agreement as to the disposition of the artifacts , they shall be curated on a rotational basis, at curation facilities located within			

Riverside County that meet or exceed the standards contained in 36 C.F.R. Part 79. The archaeological consultant shall deliver the Native American artifacts, including title, within a reasonable amount of time.				
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VILLA VERONA APARTMENT COMMUNITY
 (General Plan Amendment 16-05031, Zone Change 16-05030, Tentative Parcel Map [TPM 37181] 16-05150,
 and Development Plan Review 16-00002)

MITIGATION MEASURES

MITIGATION MEASURE	TIMING	VERIFICATION OF COMPLIANCE	
		DEPARTMENT	SIGNATURE DATE
CULTURAL RESOURCES			
CR 1, cont. Non-Native American artifacts shall be inventoried, assessed, and analyzed for cultural affiliation, personal affiliation (prior ownership), function, and temporal placement. Subsequent to analysis and reporting, these artifacts will be subjected to curation or returned to the property owner, as deemed appropriate. Once grading activities have ceased or the archaeologist, in consultation with the designated Native American observer, determines that monitoring is no longer necessary, monitoring activities can be discontinued following notification to the City of Perris Planning Division. A report of findings, including an itemized inventory of recovered artifacts, shall be prepared upon completion of the steps outlined above. The report shall include a discussion of the significance of all recovered artifacts. The report shall provide evidence that any Native American and Non-Native American archaeological resources recovered during development have been avoided, reburied, or curated at an accredited curation facility. A copy of the report shall also be filed with the Eastern Information Center			

(EIC) and submitted to the Pechanga Band of Luiseño Indians and the Soboba Band of Luiseño Indians.				
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VILLA VERONA APARTMENT COMMUNITY
 (General Plan Amendment 16-05031, Zone Change 16-05030, Tentative Parcel Map [TPM 37181] 16-05150,
 and Development Plan Review 16-00002)

MITIGATION MEASURES

MITIGATION MEASURES	TIMING	VERIFICATION OF COMPLIANCE	
		DEPARTMENT	SIGNATURE DATE
CULTURAL RESOURCES			
CR 2: Prior to the issuance of grading permits, the project applicant shall submit to and receive approval from the City, a Paleontological Resource Impact Mitigation Monitoring Program (PRIMMP). The PRIMMP shall include the provision of a qualified professional paleontologist (or his or her trained paleontological monitor representative) during onsite and off-site subsurface excavation that exceeds three (3) feet in depth. Selection of the paleontologist shall be subject to approval of the City of Perris Director of Development Services and no grading activities shall occur at the site until the paleontologist has been approved by the City. Monitoring shall be restricted to undisturbed subsurface areas of older alluvium, which might be present below the surface. The approved paleontologist shall be prepared to quickly salvage fossils as they are unearthed to avoid construction delays. The paleontologist shall also remove samples of sediments which are likely to contain the remains of small fossil invertebrates and vertebrates. The paleontologist shall have the power to	Prior to issuance of grading permits and during ground-altering activities.	Planning Division	

temporarily halt or divert grading equipment to allow for removal of abundant or large specimens.				
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VILLA VERONA APARTMENT COMMUNITY
 (General Plan Amendment 16-05031, Zone Change 16-05030, Tentative Parcel Map [TPM 37181] 16-05150,
 and Development Plan Review 16-00002)

MITIGATION MEASURES

MITIGATION MEASURE	TIMING	DEPARTMENT	SIGNATURE	DATE
CULTURAL RESOURCES				
<p>CR 2, cont. Collected samples of sediments shall be washed to recover small invertebrate and vertebrate fossils. Recovered specimens shall be prepared so that they can be identified and permanently preserved. Specimens shall be identified and curated and placed into an accredited repository (such as the Western Science Center or the Riverside Metropolitan Museum) with permanent curation and retrievable storage. A report of findings, including an itemized inventory of recovered specimens, shall be prepared upon completion of the steps outlined above. The report shall include a discussion of the significance of all recovered specimens. The report and inventory, when submitted to the City of Perris Planning Division, would signify completion of the program to mitigate impacts to paleontological resources.</p>				

**VILLA VERONA APARTMENT COMMUNITY
(General Plan Amendment 16-05031, Zone Change 16-05030, Tentative Parcel Map [TPM 37181] 16-05150,
and Development Plan Review 16-00002)**

MITIGATION MEASURES

MITIGATION MEASURES		VERIFICATION OF COMPLIANCE	
CULTURAL RESOURCES	TIMING	DEPARTMENT	SIGNATURE DATE
<p>CR 3: In the event that human remains (or remains that may be human) are discovered at the site during grading or earthmoving, the construction contractors, project archaeologist, and/or designated Native American observer shall immediately stop all activities within 100 feet of the find. The project proponent shall then inform the Riverside County Coroner and the City of Perris Planning Division immediately, and the coroner shall be permitted to examine the remains as required by California Health and Safety Code Section 7050.5(b).</p> <p>If the coroner determines that the remains are of Native American origin, the coroner would notify the Native American Heritage Commission (NAHC), which will identify the "Most Likely Descendant" (MLD). Despite the 4 affiliation with any Native American representatives at the site, the NAHC's identification of the MLD will stand. The MLD shall be granted access to inspect the site of the discovery of Native American human remains and may recommend to the project proponent means for treatment or disposition, with</p>	<p>During ground-altering activities.</p>	<p>Planning Division</p>	

appropriate dignity of the human remains and any associated grave goods.

VILLA VERONA APARTMENT COMMUNITY
 (General Plan Amendment 16-05031, Zone Change 16-05030, Tentative Parcel Map [TPM 37181] 16-05150,
 and Development Plan Review 16-00002)

MITIGATION MEASURES

MITIGATION MEASURE	TIMING	DEPARTMENT	SIGNATURE	DATE
<p>CULTURAL RESOURCES</p> <p>CR 3, cont. The MLD shall complete his or her inspection and make recommendations or preferences for treatment within 48 hours of being granted access to the site. The disposition of the remains will be determined in consultation between the project proponent and the MLD. In the event that the project proponent and the MLD are in disagreement regarding the disposition of the remains, State law will apply and the mediation and decision process will occur with the NAHC (see Public Resources Code Section 5097.98(e) and 5097.94(k)). The specific locations of Native American burials and reburials will be proprietary and not disclosed to the general public. The locations will be documented by the consulting archaeologist in conjunction with the various stakeholders and a report of findings will be filed with the Eastern Information Center (EIC). (Note: The Most Likely Descendent ("MLD") is a reference used by the California native American Heritage Commission to identify the individual or population most likely associated with any human remains that may be identified within a given</p>				

project area. Under California Public Resources Code, Section 5097.98, the Native American Heritage Commission has the authority to name the MLD for any specific project.				
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VILLA VERONA APARTMENT COMMUNITY
 (General Plan Amendment 16-05031, Zone Change 16-05030, Tentative Parcel Map [TPM 37181] 16-05150,
 and Development Plan Review 16-00002)

MITIGATION MEASURES

MITIGATION MEASURE	TIMING	VERIFICATION OF COMPLIANCE	
		DEPARTMENT	SIGNATURE DATE
CULTURAL RESOURCES			
CR 3, cont. The City of Perris will recognize any MLD identified by the Native American Heritage Commission without preference to any particular population. In cases where the Native American Heritage Commission is not tasked with the identification of a Native American representative, the City of Perris reserves the right to make an independent decision based upon the nature of the proposed project.)			

VILLA VERONA APARTMENT COMMUNITY
 (General Plan Amendment 16-05031, Zone Change 16-05030, Tentative Parcel Map [TPM 37181] 16-05150,
 and Development Plan Review 16-00002)

MITIGATION MEASURES

MITIGATION MEASURES		VERIFICATION OF COMPLIANCE	
HAZARDS/HARZARDOUS MATERIALS	TIMING	DEPARTMENT	SIGNATURE DATE
<p>HAZ 1: Properly maintain and inspect all construction vehicles prior to and during use on the Site. Any leaks of fuels, oils, hydraulic fluids or other toxic substances should be immediately controlled. Absorption kits should be kept on the Site during all construction activities and these should be used to absorb any leaking materials until such leaks are contained. Any significant spills should be immediately reported to the local Fire Department for cleanup and appropriate Haz-Mat response by a trained Haz-Mat Response Team.</p> <p>HAZ 2: Hazardous Materials or Wastes which are stored on the Site during construction should be kept in a specific location on the Site, away from potential hazards from construction vehicles. Such materials should be in approved containers appropriate for the type of substances and should be inspected daily for any potential leaks. Appropriate containment should be provided for any liquids and quantities should be limited to materials which will be used within relatively short periods of</p>	<p>During construction.</p> <p>During construction.</p>	<p>Planning Division</p> <p>Planning Division</p>	

time (e.g. 30-day supply of paints and solvents, etc.). Adequate security fencing limiting access to authorized workers should be provided during nights and weekends. Requirements for storage and labeling of hazardous materials should comply with state and federal regulations.				
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VILLA VERONA APARTMENT COMMUNITY (General Plan Amendment 16-05031, Zone Change 16-05030, Tentative Parcel Map [TPM 37181] 16-05150, and Development Plan Review 16-00002)				
MITIGATION MEASURES				
MITIGATION MEASURE	TIMING	DEPARTMENT	SIGNATURE	DATE
HAZARDS/HARZARDOUS MATERIALS				
HAZ 3: During construction, vehicles not in active use should be shut off. Diesel vehicles should not be allowed to idle more than 10 minutes, if not in active use.	During construction.	Planning Division		
HAZ 4: Security fencing should be erected in a specially designated area for storage of hazardous materials. Such fencing should be at least eight (8) feet in height. Hazardous materials should be in proper containers and protected from the elements (rainfall, etc.) until use during construction.	During construction.	Planning Division		
HAZ 5: Hazardous materials should be protected from flooding through location of any storage site, away from low-lying topography.	During construction.	Planning Division		

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VILLA VERONA APARTMENT COMMUNITY
 (General Plan Amendment 16-05031, Zone Change 16-05030, Tentative Parcel Map [TPM 37181] 16-05150,
 and Development Plan Review 16-00002)

MITIGATION MEASURES

MITIGATION MEASURES	TIMING	VERIFICATION OF COMPLIANCE	
		DEPARTMENT	SIGNATURE DATE
NOISE			
<u>NOI 1:</u> The project shall incorporate a minimum 12-foot tall noise barrier along the eastern property line.	Final plan check.	Planning Division	
<u>NOI 2:</u> The project shall incorporate a minimum 8-foot tall noise barrier along the northern, southern, and western property lines.	Final plan check.	Planning Division	
<u>NOI 3:</u> Where outdoor noise sensitive areas are located (e.g., patio), the project shall incorporate a minimum 6-foot tall noise barrier.	Final plan check.	Planning Division	
<u>NOI 4:</u> The project shall incorporate building construction techniques that achieve a minimum noise reduction level of 28 or higher for facades directly facing the I-215 Freeway and "A" Street.	Final plan check	Planning Division	
<u>NOI 5:</u> Prior to issuance of building permits, the project proponent	Prior	Planning Division	

<p>shall demonstrate to the city building department that the proposed wall and window assemblies will achieve an exterior to interior noise reduction that will meet the State Building Code requirement of 45 dBA CNEL. Based on the building plans, an interior sound attenuation study shall be prepared and submitted to the City to confirm findings.</p>	<p>issuance of building permit.</p>		
<p align="center">VILLA VERONA APART,ENT COMMUNITY (General Plan Amendment 16-05031, Zone Change 16-05030, Tentative Parcel Map [TPM 37181] 16-05150, and Development Plan Review 16-00002)</p>			
<p align="center">MITIGATION MEASURES</p>			
<p>MITIGATION MEASURE</p>	<p>TIMING</p>	<p>DEPARTMENT</p>	<p>VERIFICATION OF COMPLIANCE DATE</p>
<p>NOISE</p>			
<p>NOI 6: Any equipment 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, 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.</p>	<p>During Construction.</p>	<p>Planning Division</p>	
<p>NOI 7: Stationary equipment that generates noise in excess of 65 dBA at the proposed 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.</p>	<p>During construction.</p>	<p>Planning Division</p>	

<p>NOI 8: Construction routes are limited to City of Perris designated truck routes. The applicant must provide property owners within 300' feet of the proposed project site a construction activity schedule and construction routes 30 days in advance of construction activities. The applicant must submit copy of schedule and mailing list to the City prior to initiation of any earth movement.</p>	<p>30 days prior to commencement of construction activities.</p>	<p>Planning Division</p>	
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VILLA VERONA APARTMENT COMMUNITY
 (General Plan Amendment 16-05031, Zone Change 16-05030, Tentative Parcel Map [TPM 37181] 16-05150,
 and Development Plan Review 16-00002)

MITIGATION MEASURES

MITIGATION MEASURE	TIMING	DEPARTMENT	VERIFICATION OF COMPLIANCE DATE
TRANSPORTATION/TRAFFIC			
<p>TRAF-1: The project developer shall provide all fair share contributions beyond those obtained through all adopted traffic impact fee programs required to provide acceptable levels of service at the affected study area intersections in accordance to the percentages shown in Table 18 of the Villa Verona Traffic Impact Analysis prepared by Kunzman Associates, Inc., August 16, 2016.</p>	<p>Prior to issuance of grading permits</p>	<p>Planning Division</p>	
<p>TRAF 2: Sight distance at project accesses shall comply with standard California Department of Transportation and City of Perris sight distance standards. The final grading, landscaping, and street improvement plans shall demonstrate that sight distance standards are met. Such plans shall be reviewed by the City and approved as consistent with this measure prior to the issuance of grading permits.</p>	<p>Final Plan Check</p>	<p>Planning Division</p>	

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: May 30, 2017

SUBJECT: **Specific Plan Amendment 16-05077 and Major Modification 16-05075 to CUP 02-0061** to expand an existing 148,609 s.f. self-storage facility with the addition of 34,984 s.f. on a vacant 1.57 acre parcel northeast of the existing facility addressed as 3010 N. Perris Blvd. 3,220 s.f. of covered RV parking is also proposed. A Specific Plan Amendment converts the land use of the existing facility and the new section from Commercial to Light Industrial within the Perris Valley Commerce Center Specific Plan. Applicant: Charles Ware, Perris Self-Storage

REQUESTED ACTION: **Approve Resolution No. *next in order*** approving Major Modification 16-05075 to CUP 02-0061 to expand an existing 148,609 s.f. self-storage facility with the addition of 34,984 s.f. on a vacant 1.57 acre parcel northeast of the existing facility addressed as 3010 N. Perris Blvd., based on the findings and subject to the Conditions of Approval, and Mitigated Negative Declaration 2329.

Introduce First Reading of Ordinance No. *next in order* to approve Specific Plan Amendment 16-05077 to change the land use of 7.48 acres containing the existing facility and the new 1.57 acre portion from Commercial to Light Industrial within the Perris Valley Commerce Center Specific Plan.

CONTACT: Clara Miramontes, Director of Development Services *KP for cm*

BACKGROUND/DISCUSSION:

The expansion of an existing 148,609 s.f. self-storage facility at 3010 N. Perris Blvd. is proposed for a vacant 1.57 acre parcel northeast of the existing facility with the addition of 34,984 s.f. of new self-storage use. On April 19, 2017, the Planning Commission voted 6-0-0 to recommend approval of the project to the City Council, with direction to staff to omit the trash enclosure condition from the original Conditions of Approval (COA No. 19) dated November 6, 2002. One trash enclosure was required for the management office, which was constructed close to the office and secured against storage unit renters dumping discards (often large items). The current Conditions of Approval do not include a condition for another trash enclosure because it is not needed. There appears to be no reason to delete the original condition, as the trash enclosure is existing. In addition, both the new and existing areas of landscaping are conditioned by Public Works to annex into the landscape maintenance district (LMD). The applicant has been maintaining the landscaping surrounding the facility for over 15 years and questioned this condition. The Planning Commission deferred the issue to City Council. After subsequently meeting with Public Works and Planning staff to discuss the issue, the owner decided to join the LMD, and the Public Works Conditions have been slightly revised to reflect the discussion.

The architecture of the external wall screening the facility will be identical to the existing design, with tower elements (30 feet in width, 22 feet in height) enhance the wall and are spaced evenly at about 80 feet apart. The new wall section is conditioned to have two tower elements spaced 70 feet to continue the design, with additional tree and shrub planting in the 15 foot landscape setback area from the Perris Blvd. right of way. Covered RV parking (3,220 s.f.) is also proposed, which is fully screened from public view.

Self-storage use on land designated for Commercial use under the Perris Valley Commerce Center Specific Plan is prohibited. Therefore, a Specific Plan Amendment is required to convert the land use of the existing facility and the new section from Commercial to Light Industrial within the PVCCSP. A total of 7.48 acres will be converted. The new area of expansion is divided between Airport Zones B1-APZ 2 and B2. The Specific Plan Amendment

required project review by the Riverside County Airport Land Use Commission (ALUC). On May 12, 2016, ALUC determined the project to consistent with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan, subject to the attached Conditions of Approval.

The project is Categorically Exempt pursuant to CEQA Article 15332 Class 32 for infill development within city limits on less than five acres of land, in compliance with applicable general plan policies and zoning requirements, and has no habitat value for biological resources.

A public hearing notice was mailed to adjacent property owners within 300' feet of the subject site. To date, no comments have been received from the public.

BUDGET (or FISCAL) IMPACT: Costs for staff preparation of this item are borne by the applicant.

Prepared by: Diane Sbardellati, Associate Planner

City Attorney: N/A

Interim Assistant City Manager: Darren Madkin 

Assistant Director of Finance: Jennifer Erwin 

Public Hearing: May 30, 2017

Exhibits:

1. Ordinance
2. Resolution
3. Conditions of Approval (Planning, Public Works, City Engineer)
4. Planning Commission Packet dated 4-19-2017

ORDINANCE NO. next in order

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING SPECIFIC PLAN AMENDMENT 16-05077 TO REVISE THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN LAND USE MAP BY CHANGING THE LAND USE DESIGNATION OF 7.48 ACRES OF LAND LOCATED NORTH OF WALNUT STREET AND WEST OF PERRIS BLVD DEVOTED TO EXISTING AND PROPOSED SELF-STORAGE USE FROM COMMERCIAL TO LIGHT INDUSTRIAL, AND MAKING FINDINGS IN SUPPORT THEREOF.

WHEREAS, on March 29, 2016, an application was filed for a Specific Plan Amendment to change the Perris Valley Commerce Center Specific Plan (PVCCSP) land use designation of 7.48 acres of land north of Walnut Street and west of Perris Boulevard from Commercial to Light Industrial for an existing 148,609 square foot self-storage use, and the current proposal (Major Modification 16-05075) to expand the use with an additional 34,984 square feet on a 1.57 acre parcel; and

WHEREAS, the proposed PVCCSP was adopted by the City Council on January 10, 2012, at which time land use requirements and guidelines were set forth to guide future development in the north Perris area; and

WHEREAS, the proposed SPA 16-05077 will not conflict with the goals, policies, and implementation measures set forth in the General Plan and Zoning Ordinance; and

WHEREAS, SPA 16-05077 will bring the existing and proposed self-storage land use into conformity with Table 2.0-2, Land Use, of the PVCCSP, which requires Light Industrial zoning for a self-storage use; and

WHEREAS, the proposed amendment is Categorically Exempt pursuant to CEQA Article 15332, Class 32 for infill development, therefore no further environmental review is required; and

WHEREAS, the existing and proposed land use is located in March Air Force Base/Inland Port Airport Land Use Compatibility Plan Zones B1-APZ II and B2, and therefore is subject to the Riverside County Airport Land Use Commission's (ALUC) recommendation based on the project's consistency with the MARB Airport Land Use Compatibility Plan; and

WHEREAS, at the ALUC hearing on May 9, 2016, ALUC found the proposed amendment to the PVCC Specific Plan Land Use Map to be consistent with the MARB Airport Land Use Compatibility Plan, therefore no further action is required from the City; and

WHEREAS, on April 19, 2016, the Planning Commission conducted a legally noticed public hearing regarding SPA 16-05077, and recommended approval (6-0-0) to the City

Council after considered public testimony and materials in the submittal report and accompanying documents and exhibits; and,

WHEREAS, on May 30, 2016 the City Council conducted a duly noticed public hearing introducing the first reading of an Ordinance (next in order) to amend the PVCC Specific Plan Land Use Map by changing the underlying zoning designation of 7.48 acres from Commercial to Light Industrial to allow a self-storage use, based on the information and findings presented herein; and,

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

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

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

Section 2. The City Council has reviewed and considered the environmental information included in the staff report and accompanying attachments prior to taking action on the applications for the proposed projects and finds that the City has complied with the California Environmental Quality Act, and the City Council determinations reflect the independent judgment of the City.

Section 3. Based on the information contained within the staff report and the accompanying attachments and exhibits, the City Council hereby finds that Specific Plan Amendment 16-05077:

- A. The proposed Specific Plan Amendment will not result in a significant adverse effect on the environment.
- B. The proposed Specific Plan Amendment will not conflict with the goals, policies, and implementation measures set forth in the General Plan and Zoning Ordinances.
- C. The proposed Specific Plan Amendment will not have a negative affect on public health, safety, or the general welfare of the community.

Section 4. The City Council hereby adopts the first reading of an Ordinance (next in order) to approve Specific Plan Amendment 16-05077 to amend the PVCCSP Land Use Map by changing the underlying zoning designation of 7.48 acres from Commercial to Light Industrial for land use consistency, based on the information and findings presented in the staff report.

Section 5. The City Council declares that should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this Ordinance shall remain in full force and effect.

Section 6. The Mayor shall sign this resolution and the City Clerk shall certify to the passage and adoption of this Ordinance.

ADOPTED, SIGNED and APPROVED this 30th day of May, 2017.

Mayor Michael M. Vargas

ATTEST:

City Clerk Nancy Salazar

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

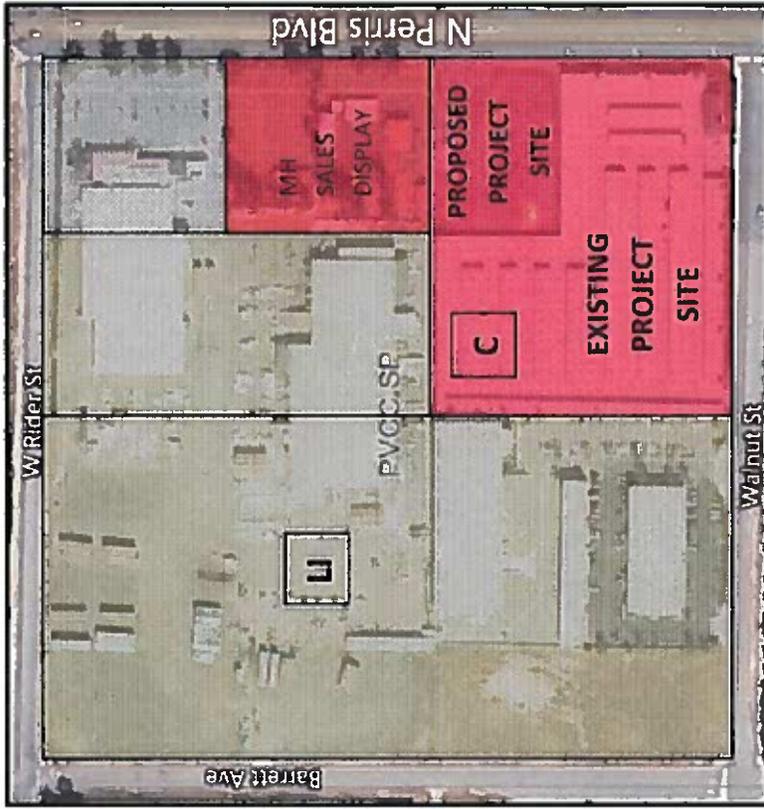
I, Nancy Salazar, CITY CLERK FOR THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Ordinance Number ____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 30th day of May 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

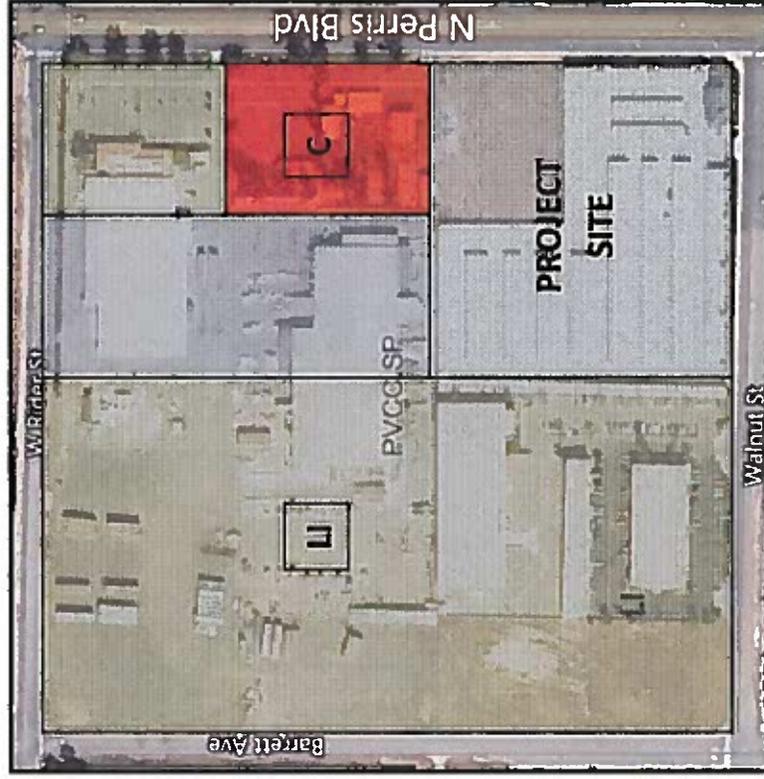
City Clerk Nancy Salazar

Exhibit A: Revised Figure 2.0-1, Specific Plan Land Use Designations

PVCCSP LAND USE MAP – Existing and Proposed



EXISTING SPECIFIC PLAN ZONING



PROPOSED SPECIFIC PLAN AMENDMENT



RESOLUTION NO. *Next in Order*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FINDING THE PROJECT AS CATEGORICALLY EXEMPT FROM CEQA AS A CLASS 32 IN-FILL DEVELOPMENT PURSUANT TO CALIFORNIA CODE OF REGULATIONS TITLE 14, SECTION 15332, AND APPROVING MAJOR MODIFICATION 16-05075 TO ALLOW A 1.57 ACRE EXPANSION OF THE EXISTING SELF-STORAGE USE LOCATED NORTH OF WALNUT STREET AND WEST OF PERRIS BLVD, AND MAKING FINDINGS IN SUPPORT THEREOF.

WHEREAS, on March 29, 2016, an application was filed for a Major Modification to Conditional Use Permit 02-0066 to the change the land use designation of 7.48 acres from Commercial to Light Industrial under the Perris Valley Commerce Center Specific Plan, and to add a 1.57 acre parcel to the existing 5.91 acre self-storage facility for a total of 182,393 square feet of self-storage on 7.48 acres of land north of Walnut Street and west of Perris Boulevard (“Project”); and

WHEREAS, the proposed PVCCSP was adopted by the City Council on January 10, 2012, at which time land use requirements and guidelines were set forth to guide future development in the north Perris area; and

WHEREAS, proposed Major Modification 16-05075 will not conflict with the goals, policies, and implementation measures set forth in the General Plan and Zoning Ordinance; and

WHEREAS, Major Modification 16-05075 will bring the existing and proposed self-storage land use into conformity with Table 2.0-2, Land Use, of the PVCCSP, which requires Light Industrial zoning for mini-storage use; and

WHEREAS, the proposed Major Modification is Categorically Exempt pursuant to California Code of Regulations Title 14, Section 15332, Class 32 for in-fill development, therefore no further environmental review is required; and

WHEREAS, the existing and proposed land use is located in March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan Zones B1-APZ II and B2, and therefore is subject to the Riverside County Airport Land Use Commission’s (ALUC) recommendation based on the project’s consistency with the MARB Airport Land Use Compatibility Plan; and

WHEREAS, at the ALUC hearing on May 9, 2016, ALUC found the proposed Major Modification 16-05075 to be consistent with the MARB Airport Land Use Compatibility Plan, therefore no further action is required from the City; and

WHEREAS, on April 19, 2016, the Planning Commission conducted a legally noticed public hearing regarding Major Modification 16-05075, and recommended approval to the City Council after consideration of public testimony, materials in the submittal report, and accompanying documents and exhibits; and,

WHEREAS, on May 30, 2016 the City Council conducted a duly noticed public hearing regarding Major Modification 16-05075 to allow a 1.57 acre expansion of the existing self-storage use located at 3010 N. Perris Blvd, based on the information and findings presented herein; and,

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

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

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

Section 2. The City Council has reviewed and considered the environmental information included in the staff report and accompanying attachments prior to taking action on the applications for the proposed projects and finds that the City has complied with the California Environmental Quality Act, and the City Council determinations reflect the independent judgment of the City.

Section 3. Based on the information contained within the staff report and the accompanying attachments and exhibits for Major Modification 16-05075, the City Council hereby finds:

- A. The original character of the development and use will not be changed.
- B. The proposed plan is consistent with the City's General Plan and conforms to all Specific Plans, Zoning Standards, applicable subdivision requirements and other ordinances and resolutions of the City.
- C. The proposed location and the conditions under which it could be operated or maintained will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.
- D. The architecture proposed is compatible with the community standards and protects the character of adjacent development.
- E. The landscaping plan ensures visual relief and provides an attractive environment for the public's enjoyment.

Section 4. Based upon the forgoing, the City Council finds that the Project is categorically exempt from CEQA as a Class 32 in-fill development pursuant to California Code of Regulations Title 14, Section 15332, and approves Major Modification 16-05075.

Section 5. The City Council declares that should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this Resolution shall remain in full force and effect.

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

ADOPTED, SIGNED and APPROVED this 30th day of May, 2017.

Mayor Michael M. Vargas

ATTEST:

City Clerk Nancy Salazar

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

I, Nancy Salazar, CITY CLERK FOR 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 thereof held on the 30th day of May 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk Nancy Salazar

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

CONDITIONS OF APPROVAL

SPECIFIC PLAN AMENDMENT 16-05077

City Council

MAJOR MODIFICATION 16-05075

May 30, 2017

PROJECT: Major Modification to CUP 02-0061 to expand an existing 148,609 s.f. self-storage facility with the addition of 34,984 s.f. on a vacant 1.57 acre parcel northeast of the existing facility. 3,220 s.f. of covered and screened RV parking is also proposed. A Specific Plan Amendment is required to convert the land use of the existing facility and the new section from Commercial to Light Industrial within the Perris Valley Commerce Center Specific Plan. The project is located at 3010 N. Perris Blvd., within March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan (MARB ALUCP) Zones B1 & B2. ALUC determined the proposed use is consistent with the ALUCP. Owner/Applicant: Charles Ware, Perris Mini-Storage

General Requirements:

1. **Approved Use.** The approved use under Major Modification 16-05075 is an expansion of an existing self-storage facility by 34,984 square feet onto a 1.57 acre vacant parcel (APN 305-030-052).
2. **Conformance to Approved Plans.** Development of the project site, building elevations, and conceptual landscaping shall conform substantially to the set of plans labeled for the April 19, 2017 Planning Commission meeting, or as amended herein. Any deviation shall require Planning Division review and approval.
3. **Approval Period.** This approval shall expire three (3) years from the date of Planning Commission approval. Within three years, the applicant shall demonstrate the beginning of substantial construction as contemplated by this approval, which shall thereafter be diligently pursued to completion or substantial utilization. A maximum of three (3) one-year extensions may be requested. A written request for extension shall be submitted to the Planning Division at least ten (10) days prior to the initial expiration (and any subsequent extension) of this approval.
4. **Development Standards.** The project shall conform to all requirements of the City of Perris Municipal Code Title 19.
5. **Specific Plan Compliance.** The project shall conform to the Light Industrial (LI) standards of the Perris Valley Commerce Center Specific Plan (PVCCSP).
6. **Future Obligation of Buyers and Lessees.** All future buyers and lessees shall be informed of their obligation to comply with these Conditions of Approval. The applicant shall provide a copy of these conditions and inform the buyer or lessee of their obligation to maintain compliance with all local and City ordinances, including but not limited to an annual fire inspection and maintenance of a City business license.

EXHIBIT 3

7. **Expansion of Use.** Any future expansion or change of use requires Planning Division review and approval.
8. **Building Official/Fire Marshal.** The project shall comply with all requirements of the Building Official/Fire Marshal.
9. **City Engineer.** The project shall comply with all requirements of the City Engineer's Conditions of Approval dated April 7, 2017.
10. **Public Works Administration.** The project shall comply with all requirements of the Public Works Administration's revised Conditions of Approval dated ~~April 10~~ May 16, 2017.
11. **Fire Department Conditions.** The project shall comply with the following:
 - a. A fire department access plan shall be submitted to the City for review and approval prior to issuance of a building permit. The access plan shall comply with the requirements specified in the City of Perris Guidelines for Fire Department Access and Water Requirements for Commercial and Residential Development, and the California Fire Code, Chapter 5. If a temporary access road is needed during construction, it shall be identified in the fire access plan.
 - b. A fire department access road complying with California Fire Code, Chapter 5, and approved plans shall be installed prior to building construction.
 - c. All required fire hydrants shall be installed and operational prior to building construction.
 - d. All required fire hydrants shall be readily visible, with a clear space of not less than three feet maintained.
 - e. Prior to construction a temporary address sign shall be posted and be clearly visible from the street.
 - f. The permanent building address shall be provided and be either internally or externally illuminated during hours of darkness. The address shall be clearly visible from the street fronting the property and comply with California Fire Code Section 505.1 for size and color.
12. **CEQA Notice of Exemption Fee.** Within three (3) days of Planning Commission approval, the applicant shall submit a check to the Planning Division, payable to "Riverside County Clerk-Recorder," for \$50.00 for payment of the County documentary handling fee. In accordance with Section 711.4 of the State Fish and Game Code, no project shall be operative, vested, or final until the filing fees have been paid.
13. **Southern California Edison.** The applicant shall contact the Southern California Edison (SCE) area service planner (951) 928-8323 to complete the required forms prior to commencement of construction.
14. **Architectural Pop-out for Exterior Wall Facing Perris Blvd.** The applicant shall modify the proposed exterior wall façade by adding a second faux tower element on the north end of the new section, approximately 70 feet north of the last tower element proposed.

15. **Screening of Roof-Mounted Equipment.** Roof-mounted equipment shall be fully screened from public view by a parapet, or other approved method.
16. **Graffiti.** Graffiti on the site shall be removed within 48 hours. All perimeter block walls shall be treated with a graffiti-resistant coating.
17. **Waste Hauling.** The developer shall use the City-contracted waste hauler (CR&R) for all construction and other waste disposal.
18. **Exterior Downspouts.** Exterior downspouts are not permitted on elevations of any building, or where exposed to public view. Interior downspouts are required.
19. **On-site & Off-site Utilities.** All utilities facilities attached to buildings, including meters and utility boxes, shall be painted match the wall color of the building which they are affixed. These facilities shall be screened from the public right-of-way by landscaping to the satisfaction of the Planning Division.
20. **Preliminary Water Quality Management Plan (PWQMP).** A Preliminary WQMP was prepared for the proposed project site and determined to be in substantial compliance, in concept, with the Riverside County WQMP Manual requirements. The following conditions apply:
 - a. The development shall be subject to all provisions of City of Perris Ordinance Number 1194, which establishes stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations, and any subsequent amendments, revisions, or ordinances pertaining thereto.
 - b. The Low Impact Development (LID) and structural BMPs selected for this project have been approved in concept. The owner shall submit a final WQMP including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs including the Low Impact Development Design features, trash enclosure, roof drain emitters, curb cuts, infiltration basins and vegetative swales.
21. **March Air Reserve Base Standard Conditions of Approval.** The following shall apply to the Project:
 1. Any outdoor lighting installed shall be hooded or shielded so as to prevent either the spillage of lumens or reflection into the sky. Outdoor lighting shall be downward facing.
 2. The following uses/activities are not included in the proposed project and shall be prohibited at this site:
 - (a) Any use which would direct a steady light or flashing light of red, white, green, or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following takeoff or toward an aircraft engaged in a straight final approach toward a landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator.

- (b) Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft engaged in a straight final approach towards a landing at an airport.
 - (c) Any use which would generate smoke or water vapor or which would attract large concentrations of birds, or which may otherwise affect safe air navigation within the area. (Such uses include landscaping utilizing water features, aquaculture, production of cereal grains, sunflower, and row crops, composting operations, trash transfer stations that are open on one or more sides, recycling centers containing putrescible wastes, construction and demolition debris facilities, fly ash disposal, and incinerators.)
 - (d) Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.
 - (e) Children's schools, day care centers, libraries, hospitals, skilled nursing and care facilities, congregate care facilities, hotels/motels, restaurants, places of assembly (including churches and theaters), buildings with more than 3 aboveground habitable floors, noise sensitive outdoor nonresidential uses, critical community infrastructure facilities and hazards to flight.
3. Prior to issuance of any building permits, the landowner shall convey and have recorded an avigation easement to the March Inland Port Airport Authority. Contact March Joint Powers Authority at (951) 656-7000 for additional information.
4. A notice regarding "Airport in the Vicinity" shall be given to all prospective purchasers of the property and tenants of the building.
5. Any proposed detention basins on the site (including water quality management basins) shall be designed so as to provide for a maximum 48-hour detention period following the conclusion of the storm event for the design storm (may be less, but not more), and to remain totally dry between rainfalls. Vegetation in and around the detention basins that would provide food or cover for bird species that would be incompatible with airport operations shall not be utilized in project landscaping. Trees shall be spaced so as to prevent large expanses of contiguous canopy, when mature. Landscaping in and around the detention basin(s) shall not include trees that produce seeds, fruits, or berries.
6. March Air Reserve Base must be notified of any land use having an electromagnetic radiation component to assess whether a potential conflict with Air Base radio communications could result. Sources of electromagnetic radiation include radio wave transmission in conjunction with remote equipment inclusive of irrigation controllers, access gates, etc.
7. This finding of consistency is specifically applicable to the use of the property as a mini-storage project. No human habitation of the storage units is permitted. One caretaker's dwelling may be established in the portion of the property in Compatibility Zone B2. The maximum lot coverage in Compatibility Zone B1-APZ II shall not exceed fifty (50) percent.

22. **Indemnification.** The developer/applicant shall indemnify, protect, defend, and hold harmless, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees and agents, to attack, set aside, void, annul, or seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City, concerning SPA 16-05075 and Major Modification 16-05077. The City shall promptly notify the developer/applicant of any claim, action, or proceeding for which indemnification is sought and shall further cooperate fully in the defense of the action.

Prior to Grading Permit Issuance:

23. **Site Lighting Plan.** The site lighting plan shall comply with the City's Outdoor Lighting Regulations and Mount Palomar Observatory's Dark Sky Ordinance. The lighting plan shall include photometrics, fixture details, and light standard elevations. High efficiency fixtures with full-cut off shields shall be used to prevent light and glare above the horizontal plane of the bottom of the lighting fixture. A minimum one (1) foot-candle of light shall be provided to all parking lot and pedestrian areas for safety and security.
24. **Final Water Quality Management Plan.** The Final WQMP shall be approved prior to issuance of the grading permit, to include, but not limited to, plans and details providing the elevations, slopes, and other details for the proposed structural source control BMPs, vegetative swales and canopy cover for trash enclosure areas. The Public Works Department shall review and approve the final WQMP plans.
24. **Parcel Merger.** The developer shall submit a parcel merger application to join the two parcels comprising the project area (existing and proposed) for review and approval prior to issuance of any building permit.

Prior to Building Permit Issuance:

25. **Fire Access Plan.** A fire department access plan shall be submitted to the city for review and approval. The fire department access plan shall comply with the requirements specified in the City of Perris Guidelines for Fire Department Access & Water Requirements for Commercial & Residential Development, and the California Fire Code, Chapter 5. The guideline can be obtain from the Building Department or via the internet: <http://www.cityofperris.org/city-hall/forms/fire-forms/FireAccessGuideline.pdf>
26. **Landscaping Plans.** Prior to issuance of building permits, three (3) copies of Construction Landscaping and Irrigation Plans shall be submitted to the Planning Division for approval, accompanied by the appropriate filing fee. The landscape and irrigation plan shall be prepared by a registered California landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. The landscaping shall be consistent with the conceptual landscape plan and as follows:

- a. **Trees.** A 24" box-sized small-growing, flowering tree (*Lagerstromia Indica*) shall be added to the plant palette and spaced every 30 feet (offset from street tree) along existing and new sections of perimeter wall along Perris Blvd.
 - b. **Depth of On-site Landscaping.** A minimum of six feet of landscaping shall be provided in front of wall, behind WQMP BMPs.
 - c. **Existing Landscape.** Existing landscaping along Perris Blvd. and Walnut Street shall be refurbished and augmented with additional landscape materials as needed to replace dead plants and create an attractive view from the public right of way.
 - d. **BMPs for Water Quality - Perris Blvd.** All BMPs (vegetated swales, etc.) shall be indicated on the landscape plans with appropriate planting and irrigation. No rip rap shall be permitted; instead, round river rock or cobblestone (3-6") shall be arranged in a natural curvilinear "stream" pattern, with groundcover (*Lantana*) in front of shrubs and trees on the wall side, and *myaporum* on the street side. All landscaping shall be installed in accordance with approved WQMP design guidelines.
 - e. **Shrubs** shall be placed within the planting areas at the ratio of one shrub per each 30 square feet, except where screening requirements may require a denser planting. 80% of the required planting shall be sized 5 gallon or larger.
 - e. **Streetscape.** Planting within the site shall incorporate plant materials that complement the streetscape and continue the existing landscape design.
 - f. **Water Conservation.** Landscaping must comply with AB 325 for water conservation. See Chapter 19.70 (www.cityofperris.org) for water conservation calculations (MAWA).
 - g. **Landscape Inspections.** The applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for final landscape inspection after all the landscaping has been installed and the irrigation system is completely operational. Before calling for final inspection, a "Certificate of Compliance" form shall be completed and signed by the designer/auditor responsible for the project, and submitted to the project planner.
27. **Building Plans.** All Conditions of Approval shall be copied onto the approved building plans. Such conditions shall be annotated, directing the viewer to the sheet and detail(s) indicating satisfaction of the conditions.
28. **Planning Clearance.** The applicant shall first obtain clearance from the Planning Division verifying that all pertinent conditions of approval have been met.
29. **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, the applicant shall pay City Development Impact Fees;
 - c. Prior to the issuance of building permits, the applicant shall pay Multiple Species Habitat Conservation Plan (MSHCP) fees;
 - d. Prior to issuance of building permits, the applicant shall pay statutory school fees to all appropriate school districts;

- f. Prior to issuance of building permits, the developer shall pay Road Bridge Benefit District (RBBB) fees; and
- g. Prior to issuance of building permits, the developer shall pay the Perris Valley Master Drainage Plan fees.

Prior to Issuance of Occupancy Permits:

- 30. **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, as indicated in the as indicated in the Public Works Administration Conditions of Approval (attached).
- 31. **Final Inspection/Occupancy Clearance.** The applicant shall obtain occupancy clearance from the Planning Division by scheduling a final Planning inspection prior to final sign-offs from the Building Division and Engineering Department. Planning staff shall verify that all pertinent conditions of approval have been met. All required screen walls, site lighting, landscaping and automatic irrigation shall be installed and in good condition.

Construction Requirements:

- 32. **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.
 - 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.

CITY OF PERRIS
DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT
CONDITIONS OF APPROVAL

Conditional Use Permit 02-0061;
Minor Adjustment 02-0222

November 6, 2002

Project: A proposal to construct a 148,609 square foot mini-storage facility and to vary from the maximum allowed lot coverage on 2 vacant parcels. The proposal includes a manager's office and a manager's apartment. The parcels are zoned CC (Community Commercial) and LI (Light Industrial). The applicant is Aware Development.

General Requirements:

1. Conditional Use Permit No. 02-0061 shall expire two (2) years from the date of approval unless it is shown that substantial construction has begun under this approval within the two (2) year period, which is thereafter diligently pursued to completion, or the start of substantial utilization as contemplated, by this approval. A written request for extension may be submitted to the Director of Planning and Community Development at least ten (10) days prior to the expiration pursuant to the requirements of Section 19.50.70 of the Perris Development Code.
2. All development including building color and materials shall conform substantially to the approved set of plans and color/materials boards. Any subsequent expansion, modification or alteration shall require the appropriate review and approval of the Department of Planning and Community Development.
3. The project shall conform to all requirements of the City of Perris Development Code including those specified in the Light Industrial (LI) and Commercial Community (CC) zoning designations.
4. The proposed project shall adhere to the requirements of the City Engineer as indicated in the Conditions of Approval dated September 3, 2002.
5. The proposed project shall adhere to the requirements of the March Air Force Base as indicated in the letter dated April 25, 2002.
6. The proposed mini-storage facility shall adhere to the requirements of the Building Official/Fire Marshall.
7. The applicant shall be subject to additional fees including but not limited to Development Impact Fees, City Master Drainage Plan Fees and Stephen's Kangaroo Rat Mitigation fees.
8. A receipt or clearance letters from the Perris Elementary and Val Verde School

EXHIBIT A

Districts shall be submitted to the Planning and Community Development Department to ensure either the payment of or exemption from school mitigation fees.

9. The developer/applicant shall indemnify, protect, defend, 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, or any of its officers, employees and agents, to attack, set aside, void, annul or seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City, concerning the proposed project. The City shall promptly notify the developer/applicant of any claim, action, or proceedings for which indemnification is sought and shall further cooperate fully in the defense of action.
10. All tenants shall maintain compliance with all local and City ordinances, including but not limited to an annual fire inspection and maintenance of a City business license.
11. The project shall conform to all disabled access requirements in accordance with the State of California, Title 14, and Federal Americans with Disabilities Act.
12. No roof-mounted equipment shall be visible from the public right-of way.
13. All electrical, telephone, CATV and similar service wire and cables that provide direct service to the property being developed shall be installed underground unless waived by the City Engineer.
14. Ground mounted equipment and appurtenances including but not limited to surface mounted transformers must be screened from view.
15. All vent pipes and similar devices shall be painted to match the building.
16. Signs shown on the submitted plans shall be subject to the review and approval of the City of Perris Sign Code Regulations. All signs shall be reviewed and approved by the Department of Planning and Community Development prior to the issuance of sign permits.
17. Any graffiti located on site shall be removed within 72 hours. The premises shall be maintained in a graffiti free state at all times.
18. Three (3) copies of Construction Landscaping and Irrigation Plans shall be submitted to the Planning Department for approval and shall be accompanied by

the appropriate filing fee. A registered landscape architect shall prepare the landscaping and irrigation plans. The location, number, genus species, and container size of the plants shall be shown. These plants shall be consistent with Section 19.70 of the Perris Municipal Code. The cover page shall identify the total square footage of the landscaped area for the site. Landscaping shall be provided and maintained in accordance with Section 19.70 of the Perris Development Code. The use of water efficient fixtures, drought tolerant landscaping and reclaimed water is encouraged. Additional landscape requirements will include the following:

- a. A screening hedge must be included between the proposed parking area and public view.
 - b. Enhanced landscaping including colors and varied groundcovers other than grass must be included at the project entries.
 - c. Planters shall be provided on the corners of buildings A, L and G near the two entrances of the facility. These planters shall include a vertical planted element along with shrubs to articulate the facility entrance and screen the storage areas.
19. The applicant shall provide a trash enclosure the location and design of which shall be approved by the Department of Planning and Community Development and shall be in conformance with City Standards
 20. Decorative paving and enhanced landscaping shall be utilized at each drive approach.
 21. Written approval shall be obtained from Southern California Edison to ensure that the proposed project does not interfere with the power poles that traverse the site.
 22. The storage bay doors shall be uniform in color.
 23. The roof material shall be comprised of standing seam metal.
 24. The applicant shall provide a Knox box at gated entries.
 25. Planters shall be provided on the corners of buildings A, L and G near the two entrances of the facility. These planters shall include a vertical planted element along with shrubs to articulate the facility entrance and screen the storage areas.
 26. Prior to the submittal of building plans, three (3) sets of the site plan, floor plan and building elevations shall be submitted to the Planning Division. The plans shall be fully dimensioned and shall incorporate the modifications required by these Conditions of Approval.
 27. Prior to the submittal of building plans, the applicant shall apply for an address for the parcel with the Building Division.

Prior to the Issuance of Grading Permits

28. The developer shall submit a detailed grading plan for review and approval by the City Engineer. The development plans shall include water quality management controls by specifically identifying BMP's that will be used on-site to control predictable pollutant runoff. The permit applicant shall identify the structural and non-structural measures specified in Supplement A of the Riverside County Drainage Area Management Plans New Development Guidelines or other equally effective standard detailing implementation of BMPs whenever they are applicable to the project; the assignment of long-term maintenance responsibilities (specifying the developer, parcel owner, maintenance association, lessee, etc.) and shall reference the location(s) of structural BMPs.
29. Master Drainage Plan mitigation fees shall be paid.

Prior to the issuance of Building Permits

30. The applicant shall execute the consent and waiver form to annex the site into the City of Perris Street Lighting and Landscape Maintenance District and post an adequate maintenance performance.
31. The applicant shall enter into the standard maintenance easement agreement with the City of Perris.
32. All property within the project shall be annexed into the North Perris Public Safety Community Facilities District 2001
33. Approval letters from all appropriate agencies shall be required.
34. A security lighting plan for parking areas and walkways shall be approved by the Police Department and the Planning Division. Full, cut-off lighting fixtures shall be utilized to prevent light above the horizontal plane of the bottom of the light fixture and minimize glare and impacts on adjacent properties. A minimum of one (1) foot-candle of light shall be provided in all public parking and pedestrian areas.
35. The applicant shall obtain clearance from the Department of Planning and Community Development verifying that all pertinent Conditions of Approval have been met.
36. Applicant shall pay all outstanding development processing fees.
37. The project applicant shall be aware and inform the on-site project or construction manager and the landscape contractor of their responsibility to call for landscape inspections. A minimum of three (3) landscape inspections are required in the following order, and the landscape inspection card shall be signed by the City's

landscape inspector to signify approval at the following stages of landscape installation:

- a) At installation of irrigation equipment, when trenches are open;
 - b) After soil preparation, when plant materials are positioned and ready to plant;
 - c) At final inspection, when all plant materials are installed and the irrigation system is fully operational.
37. Signage will not be part of this approval. An application for signage will need to be processed separately.

cc: Habib Motlagh, City
Rich Johnston, Building Official/Fire Marshal



CITY OF PERRIS

PUBLIC WORKS DEPARTMENT

Engineering Administration

NPDES

Special Districts (Lighting, Landscape, Flood Control)

MEMORANDUM

Date: May 16, 2017

To: Diane Sbardellati, Project Planner

From: Michael Morales, CIP Manager 

Subject: SPA 16-05075 MJMOD 16-05077– Conditions of Approval

Proposal to modify the existing CUP 02-0061 by adding a 1.57 acre parcel for additional self-storage, and modifying existing buildings to construct a new 38,831 s.f. building. The proposal also includes a Specific Plan Amendment to change the land use designation from Commercial to Light Industrial. The project is located at the northwest corner of Walnut and 3010 N. Perris Blvd., within the Perris Valley Commerce Center (PVCC) Specific Plan

1. **Dedication and Landscape Maintenance Easement.** Offer of Dedication and Landscape Maintenance Easement for City landscape maintenance district shall be provided as follows:
 - **Perris Boulevard-** Provide offer of dedication as needed to provide for full half width Street, curb gutter, sidewalk and off-site landscaping requirements, per City General Plan, including minimum 17' public parkway from back of curb. Provide additional landscape easement, +- 10' as required, from behind property line extending to face of wall/building facades.
 - **Walnut Street-** Provide an additional landscape easement, +-9' to 34' as required, from behind the property line extending to face of wall/building facades.
2. **Landscape Maintenance Easement and Landscape Easement Agreement.** The developer shall provide, for review and approval, an Offer of Dedication and certificate of acceptance, complete with legal plat map and legal description to the City of Perris. In addition, if required by the City of Perris, the Developer shall provide a landscape easement and Landscape easement agreement, acceptable to the City of Perris. The City shall record the same with the Riverside County Recorder's Office, and the recorded instrument shall be returned to the City Clerk of the City of Perris for filing.
3. **Landscaping Plans.** Three (3) copies of Construction Landscaping and Irrigation Plans for the off-site landscaping, including any medians or other landscape areas along the dedications shall be submitted to the Planning Department for approval and shall be accompanied by the appropriate filing fee. The landscape and irrigation plan shall be prepared by a registered landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. This landscape plan shall be titled "LMD Off-site Landscape Plan SPA 16-05075 MJMOD 16-05077" and shall be mutually exclusive of any private property, on-site landscaping. Elements of the Landscape Plan shall include but not be limited to:

- a. **Landscape Limits** – Limits of right-of-way areas or easement areas, defined by concrete mow curb, fully dimensioned, that are to be annexed into the Landscape Maintenance District. A planting palette and hardscape plan intended to meet the design intent of the Landscape Guidelines in effect for the area; or if no such guidelines exist the design intent of neighboring development, as determined by the Engineering Administration and Special Districts Division, including:
 - **Perris Blvd.** Primary Tree: *Platanus Acerfolia* 'Columbia', Secondary (accent tree) *Lagerstromia Indica* Indian Tribe Varieties. Use drought resistant shrubs and ground cover intended to complement the existing parkways and median along Perris Blvd., including but not limited to the following *Pittosporum Tobira*; *Trachelospermum Jasminoides*, Star Jasmin; Lilly of the Nile (*Agapanthus Africanus*); and *Tulbaghia violacea*, Society Garlic. Existing landscape at corner cut back and along existing frontage shall remain in place. Developer shall replace missing, dead or diseased/dieing plants, trees and ground cover prior to acceptance of existing landscaping into LMD.
 - **Walnut Avenue.** Existing landscape along Walnut Street shall remain in place. Developer shall replace missing, dead or diseased/dieing plants, trees and ground cover prior to acceptance of existing landscape into LMD.
- b. **Retrofit and Annexation of Previous Parkway Improvements and BMP's along Walnut and Perris Boulevard-** In accordance with the approved San Jacinto SWPPP Permit approved under CUP 02-0061, dated 9-1-02 and approved 3-12-03, Long Term Maintenance of off-site bio-swale BMP's and landscape shall be provided by the City of Perris under LMD #1. Existing water meter, back flows and electrical pedestal shall be replaced or turned over to the City of Perris, and shall exclusively serve existing and proposed off-site landscaping and BMP's.
- c. **Irrigation** –A list of irrigation system components intended to meet the performance, durability, water efficiency, and anti-theft requirements for Special District landscape areas as determined by the Engineering Administration and Special Districts Division. Components shall include, but not be limited to Salco or GPH flexible PVC risers, Sentry Guard Cable Guard and Union Guard, and backflow Wilkens Model 375 (or equal). Controller shall include an ET based controller with weather station that is centrally controlled capable and wi-fi ready (Calsense or equal). At the discretion of the Engineering Administration and Special Districts Division public landscape areas utilizing no more than 6 valves/stations, programmed to irrigate consecutively, and none simultaneously, may propose the use of an alternative ET based controller with weather station that is centrally controlled capable and wi-fi ready, such as the Weathermatic System or equal. Proposed system shall be complete with wireless weather station, aircard with flow, one year bundle service, blade antenna and flow sensor.
- d. **Benefit Zone Quantities** – Include a Benefit Zone quantities table (i.e. SF of planting areas, turf, number of trees, SF. of hardscape, etc.) in the lower right hand corner of the cover sheet for off-site landscape areas, indicating the amount of landscaping the district will be required to maintain.
- e. **Meters** – Each District is required to be metered separately. All electrical and water meters shall be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene and away from street intersections. Show location of separate water and electrical utility meters intended to serve maintenance district areas exclusively. Show locations of water and electrical meter for landscape district. Show location of water and electrical meter for flood control district. Show location of electrical meter for Traffic signal and street lighting district, on respective plans. Coordinate location of meters on landscape and civil engineering plan.
- f. **Controllers** - The off-site irrigation controllers are to be located within the right of way (preferably within the off-site landscape area). All point of connection equipment including irrigation controller pedestals, electrical meter pedestals, and backflow preventers are to be located in locations that are easily accessible

to maintenance staff while not visually obtrusive in the street scene, and away from street intersections. Backflow preventers are to be screened on at least three sides with (5) gallon plant material. The fourth side shall be open to the back of the landscape area in order to allow the backflow cage to be opened without interference with plant materials. Backflow cages shall meet the required City of Perris Engineering Standards in effect at the time of approval.

- g. **Landscape Weed Barrier** - Weed cloth with a minimum expected life of 10-years shall be required under all mulched areas.
- h. **Wire Mesh and Gravel At Pull Boxes**- Provide wire mesh and gravel layer within valve boxes to prevent rodent intrusion.

4. **Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for only "OFF-SITE" landscape and irrigation inspections at the appropriate stages of construction. Inspections shall be scheduled at least two-working days (Monday through Friday) prior to actual inspection. Contact Public Works-Engineering Administration/Special Districts at (951) 956-2120 to schedule inspections.

- **Inspection #1** - Trenches open, irrigation installed, and system pressurized to 150 PSI for four hours.
- **Inspection #2** - Soil prepared, and plant materials positioned and ready to plant.
- **Inspection #3** - Landscaping installed, irrigation system fully operational, and request for "Start of 1 year Maintenance Period" submitted, with all required turn-over submittal items provided to Public-Works Engineering Administration/Special Districts.
- **Turn-Over Inspection**- On or about the one year anniversary of Inspection #3, Developer shall call for an inspection to allow the City to review and identify any potential irrigation system defects, dead plants, weed, debris or graffiti; stressed, diseased, or dead trees; mulch condition, hardscape or other concerns with the landscape installation; or to accept final turn over of the landscape installation. At his sole expense, the Developer shall be responsible for rectifying system and installation deficiencies, and the one year maintenance period shall be extended by the City until all deficiencies are cured to the satisfaction of the City. If in the opinion of the City's Landscape Inspector the landscape installation is in substantial compliance with the approved landscaping plans, the irrigation and communication system is functioning as intended, and the landscape installation is found to be acceptable to the City, then the Inspector shall recommend to the City's Special District Coordinator to accept turn-over of water and electrical accounts, wi-fi communication contracts and the entire landscape installation.

5. **One Year Maintenance and Plant Establishment Period**-The applicant will be required to provide a minimum of a one (1) year maintenance and plant establishment period, paid at the sole expense of applicant. This one-year maintenance period commences upon the successful completion of Inspection #3 discussed above, and final approval by the City. During this one year period the applicant shall be required to maintain all landscape areas free of weeds, debris, trash, and graffiti; and keep all plants, trees and shrubs in a viable growth condition. Prior to the start of the one year maintenance period, the Developer shall submit a weekly Landscape Maintenance Schedule for the review and approval by the City's Special Districts Division. City shall perform periodic site inspections during the one-year maintenance period. The purpose of these periodic inspections is to identify any and all items needing correction prior to acceptance by the City at the conclusion of the one-year maintenance period. Said items needing correction may include but are not limited to: replacement of dead or diseased plant materials, weeding, replenishment of mulches, repair of damaged or non-functioning irrigation components, test of irrigation controller communications, etc. During this period, the City shall begin the annual

assessment of the benefit zone in preparation for the landscape installation turn-over to City maintenance staff.

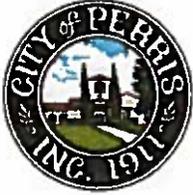
6. **Street/Off-Site Improvements.** The applicant shall submit street improvement plans, accompanied by the appropriate filing fee to the City Engineering Department. Details of treatments of site improvements, including Bus Stops at Mass Transit Routes, Decorative Traffic Signal Signage, and lighting shall meet both the City Engineer's Design Guidelines, and the additional requirements of the Engineering and Special Districts Division. Components shall include, but not be limited to:
 - a. **Street Lighting-**If street lighting is required, lighting shall meet the type, style, color and durability requirements, necessary for energy efficiency goals, maintenance and longevity of improvements of the City Engineer's Office. As determined by the City, new streetlights may be required to be deeded to City of Perris, and not SCE. Street lights deeded to City of Perris shall be constructed per LS-3 account billing standard, which shall include an individually metered pedestal for streetlights.
 - b. **Acceptance By Public Works/Special Districts-** Lighting District facilities required by the City Engineer's Office shall be installed and fully operational, and approved by final inspection by the City Engineer's Office, and the City's Consulting Traffic Signal Inspection Team (Riverside County TLMA) at (951) 955-6815. Prior to acceptance for maintenance of "Off-site" traffic signal and lighting facilities by the Public Works-Engineering and Administration Division/Special Districts, the developer shall contact the Public Works Special Districts Division at (951) 956-2120 to schedule the delivery of all required turn-over submittal items. Prior to acceptance into Lighting District 84-1, coordinate turn-over information pertaining to Street Lights, and Traffic Signal Electrical/SCE Service Meters with Shepherd and Staats, the City's Special Districts Consulting Firm at (760) 639-0124. (i.e. Provide electrical meter number, photo of pedestal, and coordinate "request for transfer of billing information" with SCE and City for all new service meters). Developer shall pay 18-month energy charges to the City of Perris for all off-site street lighting. Call Roxanne E. Shepherd Shepherd & Staats, Inc. for amount due, and to obtain receipt for payment. Obtain and provide a clearance form from Riverside County TLMA indicating completion of all punch list items from traffic signal construction. Submit one large format photo-copy of Traffic Signal as-built plans and timing sheets.

7. **Water Quality Management Plans.** The applicant shall submit a Preliminary and Final WQMP, accompanied by the appropriate filing fee to the Planning Department and City Engineering Department, respectively. Details for treatment control facilities shall meet both the Riverside County WQMP Design Guidelines, and the additional requirements of the Engineering and Special Districts Division intended to reduce long term maintenance costs and longevity of improvements. Components shall include, but not be limited to:
 - **San Jacinto SWPPP Permit approved under CUP 02-0061**, dated 9-1-02 and approved 3-12-03, provides for Long Term Maintenance of off-site bio-swale BMP's and landscape to be provided by the City of Perris under LMD #1. The applicant shall adhere to the originally approved San Jacinto Permit SWPPP, and retro-actively annex the site into LMD #1. Existing water meter, back flows and electrical pedestal shall be replaced or turned over to the City of Perris, and shall exclusively serve existing and proposed off-site landscaping and BMP's.
 - **WQMP Inspections-** The project applicant shall inform the on-site project manager and the water quality/utilities contractor of their responsibility to call for both "ON-SITE" and OFF-SITE" WQMP Inspections at the appropriate stages of construction. Contact CGRM at (909) 455-8520 to schedule inspections.
 - **Acceptance By Public Works/Special Districts-**Both on-site and off-site flood control/water quality facilities required for the project, as depicted in the Final WQMP, shall be installed and fully operational,

and approved by final inspection by the City's WQMP Consultant, CGRM. The Developer shall obtain a final Clearance Letter from CGRM indicating compliance with all applicable Conditions of Approval for the approved WQMP. The developer shall deliver the same to the Public Works-Engineering and Administration Division/Special Districts. In addition, prior to acceptance by the City, the developer shall submit a Covenant and Agreement describing on-going maintenance responsibilities for on-site facilities per the approved WQMP, to the Public Works Engineering Administration and Special Districts Division. The Public Works Engineering Administration and Special Districts Division will review and approve the Covenant and Agreement. The City shall record the same with the Riverside County Recorder's Office, and the recorded instrument shall be returned to the City Clerk of the City of Perris for filing.

8. **Assessment Districts.** Prior to permit issuance, developer shall deposit \$5,250 per district, \$10,500 total due. Payment is to be made to the City of Perris, and the check delivered to the City Engineer's Office. Payment shall be accompanied by the appropriate document for each district indicating intent and understanding of annexation, to be notarized by property owner(s):
- **Consent and Waiver for Maintenance District No. 84-1** -New street lighting proposed by the project.
 - **Consent and Waiver for Landscape Maintenance District No. 1** –In addition to off-site parkway landscape proposed by this development along Perris Boulevard, the project shall retro-actively annex the off-site landscaping and BMP's along Perris Blvd. and Walnut Avenue into LMD #1 in accordance with the San Jacinto SWPPP Permit approved under CUP 02-0061, dated 9-1-02 and approved 3-12-03. New BMP's along Perris Boulevard (infiltration trench) shall also be annexed into LMD #1.
- Original notarized document(s) to be sent to:
Roxanne Shepherd
Shepherd & Staats Incorporated
2370 Edgehill Road
Vista, CA 92084
- a. Prior to final map recordation or final certificate of occupancy the developer shall annex into the aforementioned districts, posting an adequate maintenance performance bond to be retained by the City as required by the City Engineer. Upon receipt of deposit and Consent and Waiver Forms, the developer shall work with City to meet all required milestones for annexations.
 - i. City prepares the Engineer's Reports which includes a description of the improvements to be maintained, an annual cost estimate and annual assessment amounts.
 - ii. Reports are reviewed and approved by the property owner. The assessment ballots will be based on these Reports.
 - iii. The Reports and corresponding resolutions are placed, for approval, on the City Council Meeting Agenda. City Council action will include ordering the assessment ballots and setting a Public Hearing for no sooner than 45 days. Property owner attendance at this City Council Meeting is not required.

- iv. The assessment ballots are sent to the property owner and are opened by the City Clerk at the close of the Public Hearing. With a "YES" vote by the property owner the City Council can move forward with the Resolution that Confirms the Annexation. Property owner attendance at this Public Hearing is not required.
- v. Confirmation by the City Council completes the annexation process and the condition of approval has been met.



CITY OF PERRIS

HABIB MOTLAGH, CITY ENGINEER

CONDITIONS OF APPROVAL

P8-625

April 7, 2017

CUP 02-0061 Modifications - Perris Self Storage

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 map to be resubmitted for further consideration. These Ordinances and the following conditions are essential parts and requirement occurring in ONE is as binding as though occurring in all. They are intended to be complimentary and to describe the conditions for a complete design of the improvements. Unless otherwise noted, all offsite improvements as conditioned shall be installed prior to issuance of any occupancy permits. All questions regarding the true meaning of the conditions shall be referred to the City Engineer's office.

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

4. Onsite landscape area(s) shall be designed in a manner to collect the onsite nuisance runoff in compliance with WQMP Standards.
5. Prior to issuance of any permit, the developer shall sign the consent and waiver forms to join the lighting and landscape districts. The developer shall maintain all onsite landscaping.
6. One streetlight per City requirements shall be installed along Perris Boulevard adjacent to the site. The street light shall meet City of Perris new standards and must be LED lighting.
7. This project is located within EMWD's water and sewer service area. If required by EMWD and Fire Department, the applicant shall install water and sewer facilities as required by EMWD and Fire Department.
8. The applicant shall submit to City Engineer and Flood Control the following for his review:
 - a. Street Improvement Plans (if any).
 - b. Onsite Grading/Paving Plans, SWPPP, and Erosion Control Plan (if any)
 - c. Water and Sewer Plans
 - d. Drainage Plans, Hydrology and Hydraulic Reports
 - e. Streetlight Plan per City Standards
 - f. Final WQMP

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

9. All pads shall be graded to be a minimum of 1' above 100-year calculated water surface or adjacent finished grade.
10. The improvements along Perris Boulevard are in place but not at ultimate location and ultimate right-of-way (64' half-width). The applicant shall dedicate the additional right-of-way pursuant to general plan. The City will issue an encroachment permit to applicant to install the water quality and other improvements shown on A-A of preliminary grading plans subject to the following conditions:
 - The WQMP, fence and other improvements as shown on Section A-A beyond current 55' half-width right-of-way are private and shall be maintained by applicant and so noted on the permit.
 - In the event of future street widening, the applicant shall at no cost to City, remove any private improvements including wall/fence, landscaping, and WQMP improvements located between 55'-64' right-of-way to accommodate City project.

11. All grading and drainage improvements shall comply with NPDES and Best Management Practices. Erosion control plans shall be prepared and submitted to Water Quality Board and the City as part of the grading plans.
12. All onsite drainage runoff shall be collected via onsite underground facilities and conveyed to acceptable outlet.

Habib Motlagh

Habib Motlagh
City Engineer

**PLANNING COMMISSION
AGENDA SUBMITTAL**

Meeting Date: April 19, 2017

SUBJECT: **Specific Plan Amendment 16-05077 and Major Modification 16-05075 to CUP 02-0061** to expand an existing 148,609 s.f. self-storage facility with the addition of 34,984 s.f. on a vacant 1.57 acre parcel northeast of the existing facility addressed as 3010 N. Perris Blvd. 3,220 s.f. of covered RV parking is also proposed. A Specific Plan Amendment is required to convert the land use of the existing facility and the new section from Commercial to Light Industrial within the Perris Valley Commerce Center Specific Plan. Applicant: Charles Ware, Perris Mini-Storage

REQUESTED ACTION: **Adopt Resolution No. 17-08 recommending to the City Council adoption of Specific Plan Amendment 16-05077 and approval of Major Modification 16-05075** for the expansion of an existing self-storage facility, based on the findings, and subject to the Conditions of Approval.

CONTACT: Clara Miramontes, Director of Development Services 

BACKGROUND/DISCUSSION:

The applicant is proposing the expansion of an existing 148,609 s.f. self-storage facility with the addition of 34,984 s.f. of new self-storage use on a vacant 1.57 acre parcel northeast of the existing facility at 3010 N. Perris Blvd. The proposed architecture will be the same as the existing design, with a decorative masonry wall joining the existing wall, set back 15 feet from the Perris Blvd. right of way. Tower elements (30 feet in width) enhance the wall and are spaced evenly at about 80 feet apart. The new section of wall has been conditioned to have two tower elements separated by 70 feet to continue the design, as well as additional tree and shrub planting adjacent to the wall. Both the new and existing areas of landscaping are conditioned by Public Works to annex into the landscape maintenance district. Covered RV parking (3,220 s.f.) is also proposed, which is fully screened from public view.

The mini-storage use on land designated for Commercial use under the Perris Valley Commerce Center Specific Plan is prohibited. Therefore, a Specific Plan Amendment is required to convert the land use of the existing facility and the new section from Commercial to Light Industrial within the PVCCSP. A total of 7.48 acres will be converted. The new area of expansion is divided between Airport Zones B1-APZ 2 and B2. The Specific Plan Amendment requires project review by the Riverside County Airport Land Use Commission (ALUC). On May 12, 2016, ALUC determined the project to consistent with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan, subject to the attached Conditions of Approval.

The project is Categorically Exempt pursuant to CEQA Article 15332 Class 32 for infill development within city limits on less than five acres of land in compliance with applicable general plan policies and zoning requirements, and with no habitat value for biological resources.

A public hearing notice was mailed to adjacent property owners within 300' feet of the subject site. To date, no comments have been received from the public.

BUDGET (or FISCAL) IMPACT: Costs for staff preparation of this item are borne by the applicant.

Diane Sbardellati, Associate Planner

Public Hearing: April 19, 2017

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

PROJECT REPORT

Case No.: Specific Plan Amendment 16-05077 and Major Modification 16-05075

Date: April 19, 2017 Planning Commission

Project Planner: Diane Sbardellati, Associate Planner

Project Description: Major Modification to CUP 02-0061 to expand an existing 148,609 s.f. self-storage facility with the addition of 34,984 s.f. on a vacant 1.57 acre parcel northeast of the existing facility. 3,220 s.f. of covered RV parking is also proposed. A Specific Plan Amendment is required to convert the land use of the existing facility and the new section from Commercial to Light Industrial within the Perris Valley Commerce Center Specific Plan. The project is located in March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan (MARB ALUCP) Zones B1-APZ II & B2 and subject to ALUC review, which determined the proposed use is consistent with the ALUCP.

Location: NWc Walnut Street and Perris Blvd. (3010 N. Perris Blvd.)

APN: 305-030-052 (existing) & 305-030-050 (new)

Acreage: 7.48 acres (with 1.57 acre expansion area)

Owner/Applicant: Charles Ware, Perris Mini-Storage, Inc.

Environmental Determination: Categorically Exempt pursuant to CEQA Article 15332 Class 32 for infill development.

Related Case: CUP 02-0061

EXISTING ZONING, GENERAL PLAN & LAND USE - 5.91 ACRE EXISTING FACILITY:

<i>Location</i>	<i>General Plan</i>	<i>Zoning</i>	<i>Land Use</i>
Existing Site	Perris Valley Commerce Center Specific Plan - Commercial	Perris Valley Commerce Center Specific Plan - Commercial	Self-storage
North	Perris Valley Commerce Center Specific Plan - Commercial	Perris Valley Commerce Center Specific Plan - Commercial	Vacant

South	Perris Valley Commerce Center Specific Plan - Commercial	Perris Valley Commerce Center Specific Plan - Commercial	Restaurant across Walnut St.
East	R-10,000 (across Perris Bl.)	R-10,000 (across Perris Bl.)	Single family residences; vacant land (area of expansion)
West	Perris Valley Commerce Center Specific Plan – Light Industrial	Perris Valley Commerce Center Specific Plan – Light Industrial	Warehouse/ manufacturing

EXISTING ZONING, GENERAL PLAN & LAND USE - 1.57 ACRE ADDITION:

<i>Location</i>	<i>General Plan</i>	<i>Zoning</i>	<i>Land Use</i>
Existing Site	Perris Valley Commerce Center Specific Plan - Commercial	Perris Valley Commerce Center Specific Plan - Commercial	Vacant
North	Perris Valley Commerce Center Specific Plan - Commercial	Perris Valley Commerce Center Specific Plan - Commercial	Mobilehome sales
South	Perris Valley Commerce Center Specific Plan - Commercial	Perris Valley Commerce Center Specific Plan - Commercial	Self-storage
East	R-10,000 (across Perris Bl.)	R-10,000 (across Perris Bl.)	Single family residences
West	Perris Valley Commerce Center Specific Plan – Light Industrial	Perris Valley Commerce Center Specific Plan – Light Industrial	Self-storage

PROPOSAL

Perris Self-Storage is located at 3010 N. Perris Blvd., which is the northwest corner of Walnut Street and Perris Blvd. The owner of Perris Self-Storage has filed a Specific Plan Amendment and a Major Modification to change the land use designation of the project area from Commercial to Light Industrial, and to modify the existing 148,609 square foot self-storage facility with an addition of 34,984 square feet on a vacant 1.57 acre parcel northeast of the existing facility. The project will include a 3,220 square foot covered RV storage area. The new 1.57 acre parcel is immediately north and east of the existing facility, adjacent to Perris Blvd. The existing self-storage facility consists of twelve buildings devoted to self-storage and one main building consisting of a sales office and caretaker’s unit. Ten new buildings will be added, and two existing buildings will be modified to allow for access to the new section and connection to the new buildings. The new storage buildings range in size from 1,900 to 4,550 square feet. The existing storage units available for lease range in size from 25 square feet (5’ x 5’) to 375 square feet (10’ x 37.5’). Access to the facility is obtained from Walnut Street, and no new access is proposed by this project.

BACKGROUND

Conditional Use Permit 02-0061 was approved by the Planning Commission on November 6, 2002. The original project had a total of 148,609 square feet of self-storage area and a 3,252 square foot caretaker/manager’s unit. Prior to the implementation of the Perris Valley Commerce Center Specific Plan, the project was within the Commercial Community (CC) zone, where a conditional use permit was required for self-storage use.

ANALYSIS

PVCCSP DEVELOPMENT STANDARDS

The subject site is now included within the Perris Valley Commerce Center Specific Plan (PVCCSP), where the underlying zoning designation of Commercial does not permit the mini-storage use. Therefore, the owner is requesting an amendment to the specific plan to change the zoning designation of the existing site and proposed expansion from Commercial to Light Industrial. The proposed 3,220 square feet of fully screened RV storage is permitted as an ancillary use in the Light Industrial zone since it is less the 10% of the site area (0.017%).

A Major Modification to CUP 02-0061 is requested to approve the proposed expansion of the self-storage facility. The proposed addition squares the existing L-shaped conformation. The expansion reconfigures two existing buildings and adds eleven new buildings, although several buildings are joined due to a building code requirement that requires buildings of certain sizes to be separated with 4-hour fire walls. The buildings range in size from 1,900 to 4,550 square feet, with storage spaces from 5 by 5 feet, up to 12 by 40 feet.

Ten 11.5 by 35 foot covered RV storage spaces have also been provided. The intent of the RV parking is to lower the density of the project to better comply with the March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan (MARB ALUCP). The project is located in Zones B1 & B2 and was subject to Riverside County Airport Land Use Commission (ALUC) review, which determined the proposed use is consistent with the ALUCP. This will be discussed in detail in the March Air Reserve Base Compatibility section below.

The PVCCSP development standards for the Light Industrial zone are found in Table 4.0-1. The development standards for the proposed self-storage addition will insure that the new section conforms to the requirements of the new Light Industrial zoning district and visually identical to the existing structure to which it will be attached. The chart below compares the development standards for the Light Industrial Zone of the PVCCSP with the 1.57 acre project area with the lot specifications proposed for the project:

<i>Zoning Code Section 19.44.030 - Development Criteria Light Industrial Zone</i>		
<i>Standard</i>	<i>Required by Code (min.)</i>	<i>Provided</i>
Lot size	15,000 s.f.	68,389 s.f.
Lot width	75 ft.	Exceeds 100 ft.
Lot depth	100 ft.	Exceeds 150 ft.

Floor Area Ratio	.75	.51.2%
Lot coverage	50%	51.2%
Max Bldg Height	50 feet	22 feet
Setbacks	<i>See below</i>	

The required setbacks for the project are:

- Front: Not applicable (new section of self-storage is connected to existing)
- Side (street): 10 feet (same as Front Setback)
- Rear: None (does not adjoin residential use)

The orientation of the existing facility is to Walnut Street, where the business office and parking are close to the street, and landscaping provides visual relief. The current project is north of the existing facility and is subject to setback requirements for the street side yard only, since no residential properties adjoin the facility. The minimum 10 foot setback has been exceeded by five feet for the building wall facing Perris Blvd, for a total of 15 feet.

Although the total building area exceeds 100,000 square feet and the PVCCSP requires employee break areas and amenities for industrial developments of this size, a self-storage facility has very few employees (less than four) and this requirement is unnecessary for this use.

PARKING & CIRCULATION

The Zoning Code requires one (1) space per 2,000 square feet for self-storage land uses. The total square footage for the existing facility plus the new section is 182,393 square feet, which would result in a requirement for a total of 91 parking spaces. There are six parking stalls provided near the business office, which have served the self-storage use adequately for 15 years. It is customary for persons unloading and loading items to park their vehicles in front of the individual storage unit. Therefore, it can be reasoned that an additional 200+ spaces are available adjacent to the storage units, in addition to the parking available by the manager's office. The parking includes one disabled accessible stall, and the 200+ parking spots in front of the storage units are directly adjacent to the storage they serve, so in effect provide disabled access.

Access to the new storage area is from the original central driveway from Walnut Street. Existing buildings will be modified to allow the drive aisle extension, and all onsite drive aisles are 25 feet in width. All required parking is located adjacent to the business office, and signs are existing. No new parking or signage is proposed.

ARCHITECTURE AND SCREENING

The existing facility has an exterior decorative 11.5 foot slumpstone wall with two stripes of contrasting color split face block to add visual interest to the facility from Perris Blvd. The design also includes articulated faux tower structures that break up the long expanse of the screen wall. The tower structures are 22 feet in height and spaced approximately every 80 feet. These articulated popouts incorporate similar design features to the manager's office, including split face masonry, false windows, stucco, and a standing-seam metal roof. The decorative masonry wall and tower articulation will be continued northward along Perris Blvd. for the

proposed new addition, and Planning staff has conditioned the addition of a second popout at the north end of the new section.

The structure colors are shades of brown, tan and beige, and the standing-seam metal roof is forest green. The metal roofing of the storage units and the canopy for the proposed RV parking are not visible to the public from Perris Blvd., and a Line of Sight exhibit provided by the applicant demonstrates this. The exterior 14 foot walls of the storage units are continued around the site at the north and west property lines.

LANDSCAPING

The project provides a variety of shrubs, groundcover and street trees along the street frontage, providing a landscape buffer between the screen wall and the public right of way. Since the interior of the site is not visible to public view, only the 15-foot setback from Perris Blvd. requires landscaping. For this reason the conceptual landscape plans submitted to the City do not conform to the general landscape guidelines of the Perris Valley Commerce Center Specific Plan for Light Industrial uses. The requirement for 12% landscape coverage in the PVCCSP cannot be met, so staff has conditioned additional landscape materials including a small-growing, flowering tree (*Lagerstromia Indica*) to be spaced every 30 feet (offset from street tree) along existing and new sections of the perimeter wall along Perris Blvd., alternating with hedges.

The depth of on-site landscaping as measured from the wall shall be a minimum of six feet, behind the Water Quality Management Plan BMPs (Best Management Practices). All BMPs shall be indicated on the landscape plans with appropriate planting and irrigation. This is important because the project WQMP BMPs will be visible along Perris Blvd. Therefore, Planning staff has conditioned that no rip rap be used; instead, round river rock or cobblestone (3-6") shall be arranged in a natural curvilinear "stream" pattern, with groundcover (*Lantana*) in front of shrubs and trees on the wall side, and the groundcover *myaporum* on the street side. All landscaping shall be installed in accordance with approved WQMP design guidelines. Moreover, existing landscaping along Perris Blvd. and Walnut Street shall be refurbished and augmented with additional landscape materials as needed to replace dead plants and create an attractive view from the public right of way. All landscaping is conditioned to be annexed into Landscape Management District #1.

A detailed formal landscape plan including the type, size and location of landscape shrubs, groundcover and trees shall be submitted to the Planning Division for review and approval prior to the issuance of building permits, and off-site project landscaping will be reviewed and approved by the Public Works Administration per the attached Conditions of Approval.

MARCH AIR RESERVE BASE AIRPORT LAND USE COMPATIBILITY PLAN CONSISTENCY

The project is located within the March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan (MARB ALUCP) Zones B1-APZ II and B2, and was subject to the Riverside County Airport Land Use Commission's (ALUC) determination of the project's consistency with the MARB ALUCP. The ALUCP guidelines are intended to protect flight paths and minimize impacts to residents and employees within the subject area. Zone B1-APZ II limits average

nonresidential intensity to 50 people per acre, and Zone B limits average intensity to 100 people per acre. In determining occupancy for the facility, ALUC noted a mini-storage use has very few employees, and the storage units are non-habitable space and visited infrequently. Therefore, the standard of calculating one person per 300 square feet of storage use was deemed inaccurate, as was establishing occupancy based on standard trip counts. On this basis, ALUC determined the proposed use is consistent with the 2014 ALUCP on May 12, 2017, and provided Conditions for the project that prohibit uses that are flight hazards. These conditions have been included in the Planning Conditions of Approval.

ENVIRONMENTAL DETERMINATION

The project is Categorically Exempt pursuant to CEQA Article 15332 Class 32 for infill development within city limits on less than five acres of land in compliance with applicable general plan policies and zoning requirements, and with no habitat value for biological resources.

REQUIRED FINDINGS

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

Specific Plan Amendment (SPA) 16-05077:

1. The proposed Specific Plan Amendment will not result in a significant adverse effect on the environment and will not affect public health, safety, and welfare.
2. The Specific Plan Amendment is consistent with and will contribute to achieving the goals and objectives established by the General Plan and the Perris Valley Commerce Center Specific Plan (1) to review proposed development in areas of higher risk associated with Compatibility Zones B1-APZ II and B2 of the March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan, and (2) to accommodate diversity in the local economy with a light industrial land use that is permitted in Compatibility Zones B1-APZ II and B2.
3. The proposed use and its operation are compatible with the uses allowed in the zone, and existing uses in the zone.

Major Modification 16-05075:

1. The original character of the development and use will not be changed.
2. The proposed plan is consistent with the City's General Plan and conforms to all Specific Plans, Zoning Standards, applicable subdivision requirements and other ordinances and resolutions of the city.
3. The proposed location and the conditions under which it could be operated or maintained will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

4. The architecture proposed is compatible with the community standards and protects the character of adjacent development.
5. The landscaping plan ensures visual relief and provides an attractive environment for the public's enjoyment.

RECOMMENDATION

Staff recommends that the Planning Commission:

ADOPT Resolution No.17-08 recommending the City Council find the project categorically exempt from CEQA as in-fill development, and approve Specific Plan Amendment 16-05077 to amend the PVCCSP land use map, changing the land use designation of 7.48 acres from Commercial to Light Industrial for the existing and proposed self-storage use; and approve Major Modification 16-05075 to allow a 1.57 acre expansion of the existing self-storage use located north of Walnut Street and west of Perris Blvd, based on the findings and subject to the Conditions of Approval.

- EXHIBITS:
- A Conditions of Approval (Planning, Engineering, and Public Works)
 - B Vicinity Map
 - C Aerial View of Land Use
 - D Specific Plan Amendment
 - E General Plan & Zoning
 - F MARB Airport Land Use Compatibility Map
 - G Reduced Plan Set
 - H Resolution 17-08
 - I ALUC Letter dated June 6, 2017

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

CONDITIONS OF APPROVAL

SPECIFIC PLAN AMENDMENT 16-05077

Planning Commission

MAJOR MODIFICATION 16-05075

April 19, 2017

PROJECT: Major Modification to CUP 02-0061 to expand an existing 148,609 s.f. self-storage facility with the addition of 34,984 s.f. on a vacant 1.57 acre parcel northeast of the existing facility. 3,220 s.f. of covered RV parking is also proposed. A Specific Plan Amendment is required to convert the land use of the existing facility and the new section from Commercial to Light Industrial within the Perris Valley Commerce Center Specific Plan. The project is located at 3010 N. Perris Blvd., within March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan (MARB ALUCP) Zones B1 & B2. ALUC determined the proposed use is consistent with the ALUCP. Owner/Applicant: Charles Ware, Perris Mini-Storage

General Requirements:

1. **Approved Use.** The approved use under Major Modification 16-05075 is an expansion of an existing self-storage facility by 34,984 square feet onto a 1.57 acre vacant parcel (APN 305-030-052).
2. **Conformance to Approved Plans.** Development of the project site, building elevations, and conceptual landscaping shall conform substantially to the set of plans labeled for the April 19, 2017 Planning Commission meeting, or as amended herein. Any deviation shall require Planning Division review and approval.
3. **Approval Period.** This approval shall expire three (3) years from the date of Planning Commission approval. Within three years, the applicant shall demonstrate the beginning of substantial construction as contemplated by this approval, which shall thereafter be diligently pursued to completion or substantial utilization. A maximum of three (3) one-year extensions may be requested. A written request for extension shall be submitted to the Planning Division at least ten (10) days prior to the initial expiration (and any subsequent extension) of this approval.
4. **Development Standards.** The project shall conform to all requirements of the City of Perris Municipal Code Title 19.
5. **Specific Plan Compliance.** The project shall conform to the Light Industrial (LI) standards of the Perris Valley Commerce Center Specific Plan (PVCCSP).
6. **Future Obligation of Buyers and Lessees.** All future buyers and lessees shall be informed of their obligation to comply with these Conditions of Approval. The applicant shall provide a copy of these conditions and inform the buyer or lessee of their obligation to maintain compliance with all local and City ordinances, including but not limited to an annual fire inspection and maintenance of a City business license.

EXHIBIT A

7. **Expansion of Use.** Any future expansion or change of use requires Planning Division review and approval.
8. **Building Official/Fire Marshal.** The project shall comply with all requirements of the Building Official/Fire Marshal.
9. **City Engineer.** The project shall comply with all requirements of the City Engineer's Conditions of Approval dated April 7, 2017.
10. **Public Works Administration.** The project shall comply with all requirements of the Public Works Administration's Conditions of Approval dated April 10, 2017.
11. **Fire Department Conditions.** The project shall comply with the following:
 - a. A fire department access plan shall be submitted to the City for review and approval prior to issuance of a building permit. The access plan shall comply with the requirements specified in the City of Perris Guidelines for Fire Department Access and Water Requirements for Commercial and Residential Development, and the California Fire Code, Chapter 5. If a temporary access road is needed during construction, it shall be identified in the fire access plan.
 - b. A fire department access road complying with California Fire Code, Chapter 5, and approved plans shall be installed prior to building construction.
 - c. All required fire hydrants shall be installed and operational prior to building construction.
 - d. All required fire hydrants shall be readily visible, with a clear space of not less than three feet maintained.
 - e. Prior to construction a temporary address sign shall be posted and be clearly visible from the street.
 - f. The permanent building address shall be provided and be either internally or externally illuminated during hours of darkness. The address shall be clearly visible from the street fronting the property and comply with California Fire Code Section 505.1 for size and color.
12. **CEQA Notice of Exemption Fee.** Within three (3) days of Planning Commission approval, the applicant shall submit a check to the Planning Division, payable to "Riverside County Clerk-Recorder," for \$50.00 for payment of the County documentary handling fee. In accordance with Section 711.4 of the State Fish and Game Code, no project shall be operative, vested, or final until the filing fees have been paid.
13. **Southern California Edison.** The applicant shall contact the Southern California Edison (SCE) area service planner (951) 928-8323 to complete the required forms prior to commencement of construction.
14. **Architectural Pop-out for Exterior Wall Facing Perris Blvd.** The applicant shall modify the proposed exterior wall façade by adding a second faux tower element on the north end of the new section, approximately 70 feet north of the last tower element shown.

15. **Screening of Roof-Mounted Equipment.** Roof-mounted equipment shall be fully screened from public view by a parapet, or other approved method.
16. **Graffiti.** Graffiti on the site shall be removed within 48 hours. All perimeter block walls shall be treated with a graffiti-resistant coating.
17. **Waste Hauling.** The developer shall use the City-contracted waste hauler (CR&R) for all construction and other waste disposal.
18. **Exterior Downspouts.** Exterior downspouts are not permitted on elevations of any building, or where exposed to public view. Interior downspouts are required.
19. **On-site & Off-site Utilities.** All utilities facilities attached to buildings, including meters and utility boxes, shall be painted match the wall color of the building which they are affixed. These facilities shall be screened from the public right-of-way by landscaping to the satisfaction of the Planning Division.
20. **Preliminary Water Quality Management Plan (PWQMP).** A Preliminary WQMP was prepared for the proposed project site and determined to be in substantial compliance, in concept, with the Riverside County WQMP Manual requirements. The following conditions apply:
 - a. The development shall be subject to all provisions of City of Perris Ordinance Number 1194, which establishes stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations, and any subsequent amendments, revisions, or ordinances pertaining thereto.
 - b. The Low Impact Development (LID) and structural BMPs selected for this project have been approved in concept. The owner shall submit a final WQMP including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs including the Low Impact Development Design features, trash enclosure, roof drain emitters, curb cuts, infiltration basins and vegetative swales.
21. **March Air Reserve Base Standard Conditions of Approval.** The following shall apply to the Project:
 1. Any outdoor lighting installed shall be hooded or shielded so as to prevent either the spillage of lumens or reflection into the sky. Outdoor lighting shall be downward facing.
 2. The following uses/activities are not included in the proposed project and shall be prohibited at this site:
 - (a) Any use which would direct a steady light or flashing light of red, white, green, or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following takeoff or toward an aircraft engaged in a straight final approach toward a landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator.

- (b) Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft engaged in a straight final approach towards a landing at an airport.
 - (c) Any use which would generate smoke or water vapor or which would attract large concentrations of birds, or which may otherwise affect safe air navigation within the area. (Such uses include landscaping utilizing water features, aquaculture, production of cereal grains, sunflower, and row crops, composting operations, trash transfer stations that are open on one or more sides, recycling centers containing putrescible wastes, construction and demolition debris facilities, fly ash disposal, and incinerators.)
 - (d) Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.
 - (e) Children's schools, day care centers, libraries, hospitals, skilled nursing and care facilities, congregate care facilities, hotels/motels, restaurants, places of assembly (including churches and theaters), buildings with more than 3 aboveground habitable floors, noise sensitive outdoor nonresidential uses, critical community infrastructure facilities and hazards to flight.
3. Prior to issuance of any building permits, the landowner shall convey and have recorded an avigation easement to the March Inland Port Airport Authority. Contact March Joint Powers Authority at (951) 656-7000 for additional information.
 4. A notice regarding "Airport in the Vicinity" shall be given to all prospective purchasers of the property and tenants of the building.
 5. Any proposed detention basins on the site (including water quality management basins) shall be designed so as to provide for a maximum 48-hour detention period following the conclusion of the storm event for the design storm (may be less, but not more), and to remain totally dry between rainfalls. Vegetation in and around the detention basins that would provide food or cover for bird species that would be incompatible with airport operations shall not be utilized in project landscaping. Trees shall be spaced so as to prevent large expanses of contiguous canopy, when mature. Landscaping in and around the detention basin(s) shall not include trees that produce seeds, fruits, or berries.
 6. March Air Reserve Base must be notified of any land use having an electromagnetic radiation component to assess whether a potential conflict with Air Base radio communications could result. Sources of electromagnetic radiation include radio wave transmission in conjunction with remote equipment inclusive of irrigation controllers, access gates, etc.
 7. This finding of consistency is specifically applicable to the use of the property as a mini-storage project. No human habitation of the storage units is permitted. One caretaker's dwelling may be established in the portion of the property in Compatibility Zone B2. The maximum lot coverage in Compatibility Zone B1-APZ II shall not exceed fifty (50) percent.

22. **Indemnification.** The developer/applicant shall indemnify, protect, defend, and hold harmless, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees and agents, to attack, set aside, void, annul, or seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City, concerning SPA 16-05075 and Major Modification 16-05077. The City shall promptly notify the developer/applicant of any claim, action, or proceeding for which indemnification is sought and shall further cooperate fully in the defense of the action.

Prior to Grading Permit Issuance:

23. **Site Lighting Plan.** The site lighting plan shall comply with the City's Outdoor Lighting Regulations and Mount Palomar Observatory's Dark Sky Ordinance. The lighting plan shall include photometrics, fixture details, and light standard elevations. High efficiency fixtures with full-cut off shields shall be used to prevent light and glare above the horizontal plane of the bottom of the lighting fixture. A minimum one (1) foot-candle of light shall be provided to all parking lot and pedestrian areas for safety and security.
24. **Final Water Quality Management Plan.** The Final WQMP shall be approved prior to issuance of the grading permit, to include, but not limited to, plans and details providing the elevations, slopes, and other details for the proposed structural source control BMPs, vegetative swales and canopy cover for trash enclosure areas. The Public Works Department shall review and approve the final WQMP plans.
24. **Parcel Merger.** The developer shall submit a parcel merger application to join the two parcels comprising the project area (existing and proposed) for review and approval prior to issuance of any building permit.

Prior to Building Permit Issuance:

25. **Fire Access Plan.** A fire department access plan shall be submitted to the city for review and approval. The fire department access plan shall comply with the requirements specified in the City of Perris Guidelines for Fire Department Access & Water Requirements for Commercial & Residential Development, and the California Fire Code, Chapter 5. The guideline can be obtain from the Building Department or via the internet: <http://www.cityofperris.org/city-hall/forms/fire-forms/FireAccessGuideline.pdf>
26. **Landscaping Plans.** Prior to issuance of building permits, three (3) copies of Construction Landscaping and Irrigation Plans shall be submitted to the Planning Division for approval, accompanied by the appropriate filing fee. The landscape and irrigation plan shall be prepared by a registered California landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. The landscaping shall be consistent with the conceptual landscape plan and as follows:

- a. **Trees.** A 24" box-sized small-growing, flowering tree (*Lagerstromia Indica*) shall be added to the plant palette and spaced every 30 feet (offset from street tree) along existing and new sections of perimeter wall along Perris Blvd.
 - b. **Depth of On-site Landscaping.** A minimum of six feet of landscaping shall be provided in front of wall, behind WQMP BMPs.
 - c. **Existing Landscape.** Existing landscaping along Perris Blvd. and Walnut Street shall be refurbished and augmented with additional landscape materials as needed to replace dead plants and create an attractive view from the public right of way.
 - d. **BMPs for Water Quality: Perris Blvd.** All BMPs (vegetated swales, etc.) shall be indicated on the landscape plans with appropriate planting and irrigation. No rip rap shall be permitted; instead, round river rock or cobblestone (3-6") shall be arranged in a natural curvilinear "stream" pattern, with groundcover (*Lantana*) in front of shrubs and trees on the wall side, and *myaporum* on the street side. All landscaping shall be installed in accordance with approved WQMP design guidelines.
 - e. **Shrubs** shall be placed within the planting areas at the ratio of one shrub per each 30 square feet, except where screening requirements may require a denser planting. 80% of the required planting shall be sized 5 gallon or larger.
 - e. **Streetscape.** Planting within the site shall incorporate plant materials that complement the streetscape and continue the existing landscape design.
 - f. **Water Conservation.** Landscaping must comply with AB 325 for water conservation. See Chapter 19.70 (www.cityofperris.org) for water conservation calculations (MAWA).
 - g. **Landscape Inspections.** The applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for final landscape inspection after all the landscaping has been installed and the irrigation system is completely operational. Before calling for final inspection, a "Certificate of Compliance" form shall be completed and signed by the designer/auditor responsible for the project, and submitted to the project planner.
27. **Building Plans.** All Conditions of Approval shall be copied onto the approved building plans. Such conditions shall be annotated, directing the viewer to the sheet and detail(s) indicating satisfaction of the conditions.
28. **Planning Clearance.** The applicant shall first obtain clearance from the Planning Division verifying that all pertinent conditions of approval have been met.
29. **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, the applicant shall pay City Development Impact Fees;
 - c. Prior to the issuance of building permits, the applicant shall pay Multiple Species Habitat Conservation Plan (MSHCP) fees;
 - d. Prior to issuance of building permits, the applicant shall pay statutory school fees to all appropriate school districts;

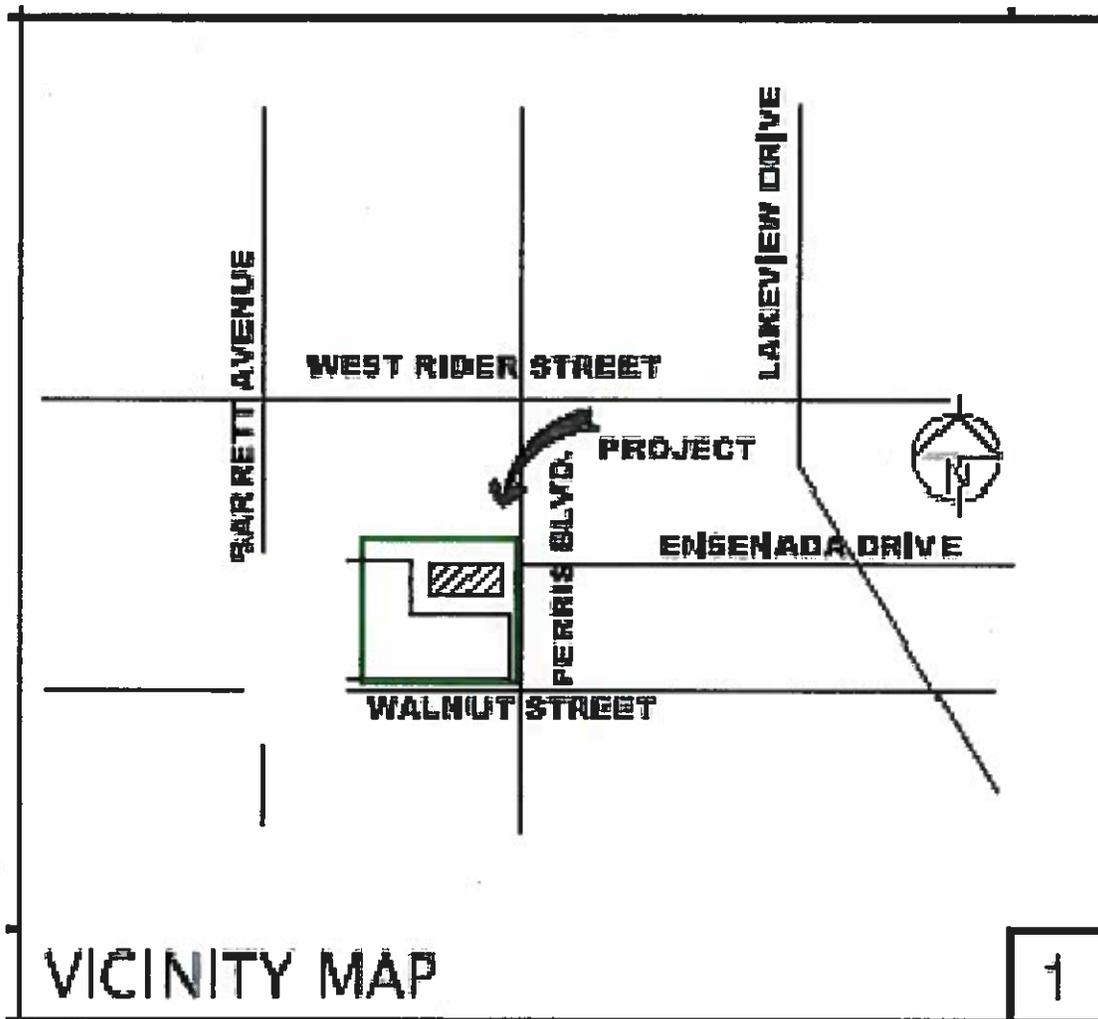
- f. Prior to issuance of building permits, the developer shall pay Road Bridge Benefit District (RBBB) fees; and
- g. Prior to issuance of building permits, the developer shall pay the Perris Valley Master Drainage Plan fees.

Prior to Issuance of Occupancy Permits:

- 30. **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, as indicated in the as indicated in the Public Works Administration Conditions of Approval (attached).
- 31. **Final Inspection/Occupancy Clearance.** The applicant shall obtain occupancy clearance from the Planning Division by scheduling a final Planning inspection prior to final sign-offs from the Building Division and Engineering Department. Planning staff shall verify that all pertinent conditions of approval have been met. All required screen walls, site lighting, landscaping and automatic irrigation shall be installed and in good condition.

Construction Requirements:

- 32. **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.
 - 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.



VICINITY MAP

3010 N. Perris Blvd.
Self-Storage Expansion Project
Specific Plan Amendment 16-05075
Major Modification 16-05077

EXHIBIT B



AERIAL VIEW – LAND USES

3010 N. Perris Blvd.
Self-Storage Expansion Project
Specific Plan Amendment 16-05075
Major Modification 16-05077

EXHIBIT C

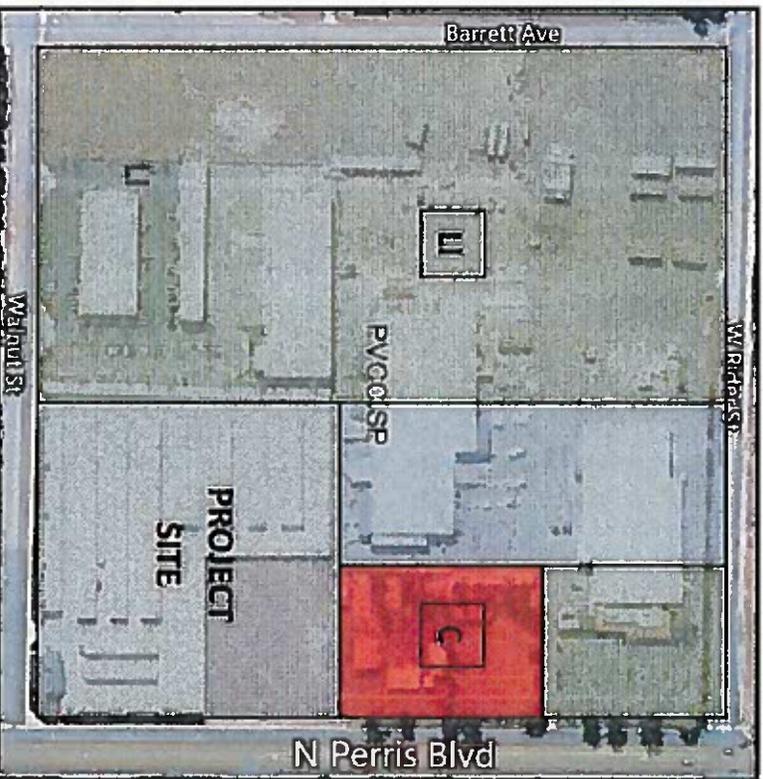
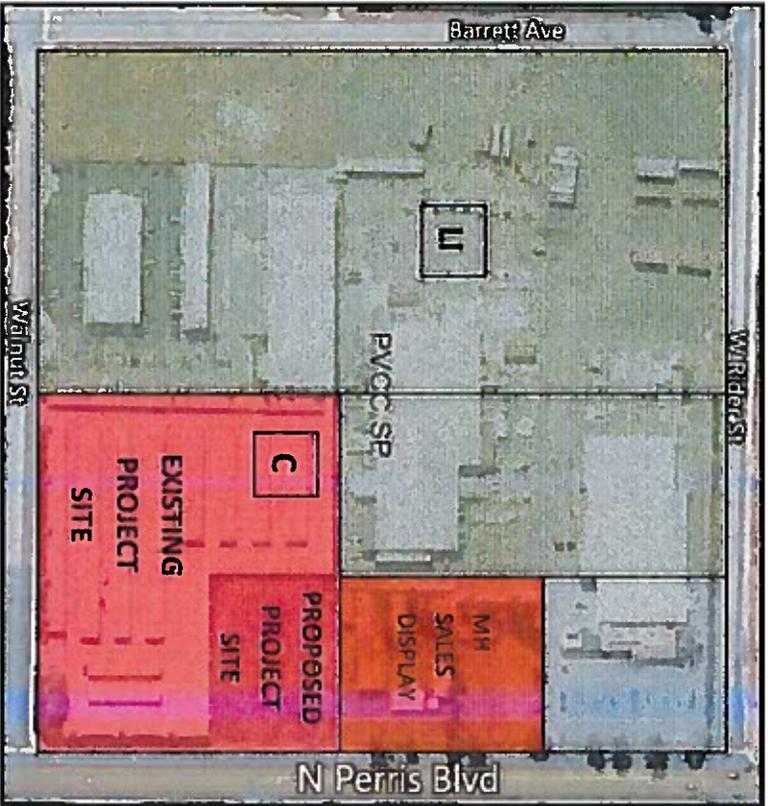


GENERAL PLAN/ZONING DESIGNATIONS

3010 N. Perris Blvd.
Self-Storage Expansion Project
 Specific Plan Amendment 16-05075
 Major Modification 16-05077

EXHIBIT D

PVCCSP LAND USE MAP – Existing and Proposed



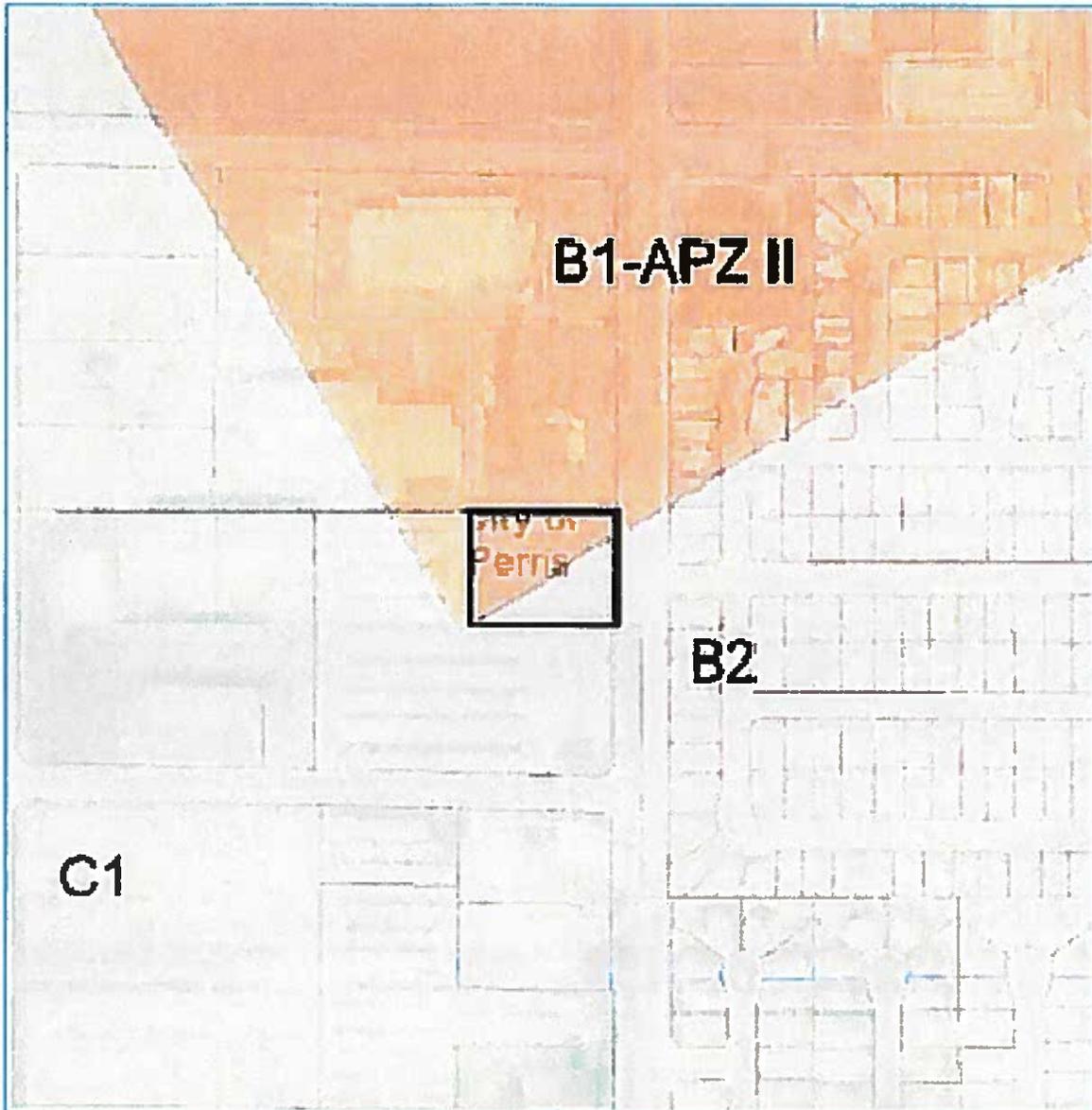
EXISTING SPECIFIC PLAN ZONING

PROPOSED SPECIFIC PLAN AMENDMENT

LEGEND	
	SPECIFIC PLAN BOUNDARY
	POTENTIAL BASIN AREAS
	FUTURE PERRIS VALLEY STORM DRAIN
	CLEAR ZONE
	ACCIDENT POTENTIAL ZONE I
	ACCIDENT POTENTIAL ZONE II
	PROPOSED LAND USE
	RESIDENTIAL
	MULTI-FAMILY RESIDENTIAL
	COMMERCIAL
	BUSINESS PROFESSIONAL OFFICE
	LIGHT INDUSTRIAL
	GENERAL INDUSTRIAL
	PUBLIC/SEMI-PUBLIC FACILITY
	TRAIL

Planning Commission April 19, 2017
 SPA 16-05077 & Major Modification 16-05075

Exhibit E



MARB AIRPORT LAND USE COMPATIBILITY PLAN

**3010 N. Perris Blvd.
Self-Storage Expansion Project
Specific Plan Amendment 16-05075
Major Modification 16-05077**

EXHIBIT F



ARCHITECT
 J. Craig Mann, Architect
 1911 Third Street, Suite 414
 Costa Mesa, CA 92627
 P: 714-441-8122
 F: 714-441-8119
 WWW.JCRAIGMANN.COM

CLIENT
 MR. CHARLES WARE
 8753 BROCKTON AVENUE
 RIVERSIDE CA 92508
 T: 951-884-1800
 F: 951-884-6431

PROJECT TITLE
 PERRIS SELF-STORAGE EXPANSION
 3010 N. PERRIS BLVD., PERRIS, RIVERSIDE, CALIFORNIA



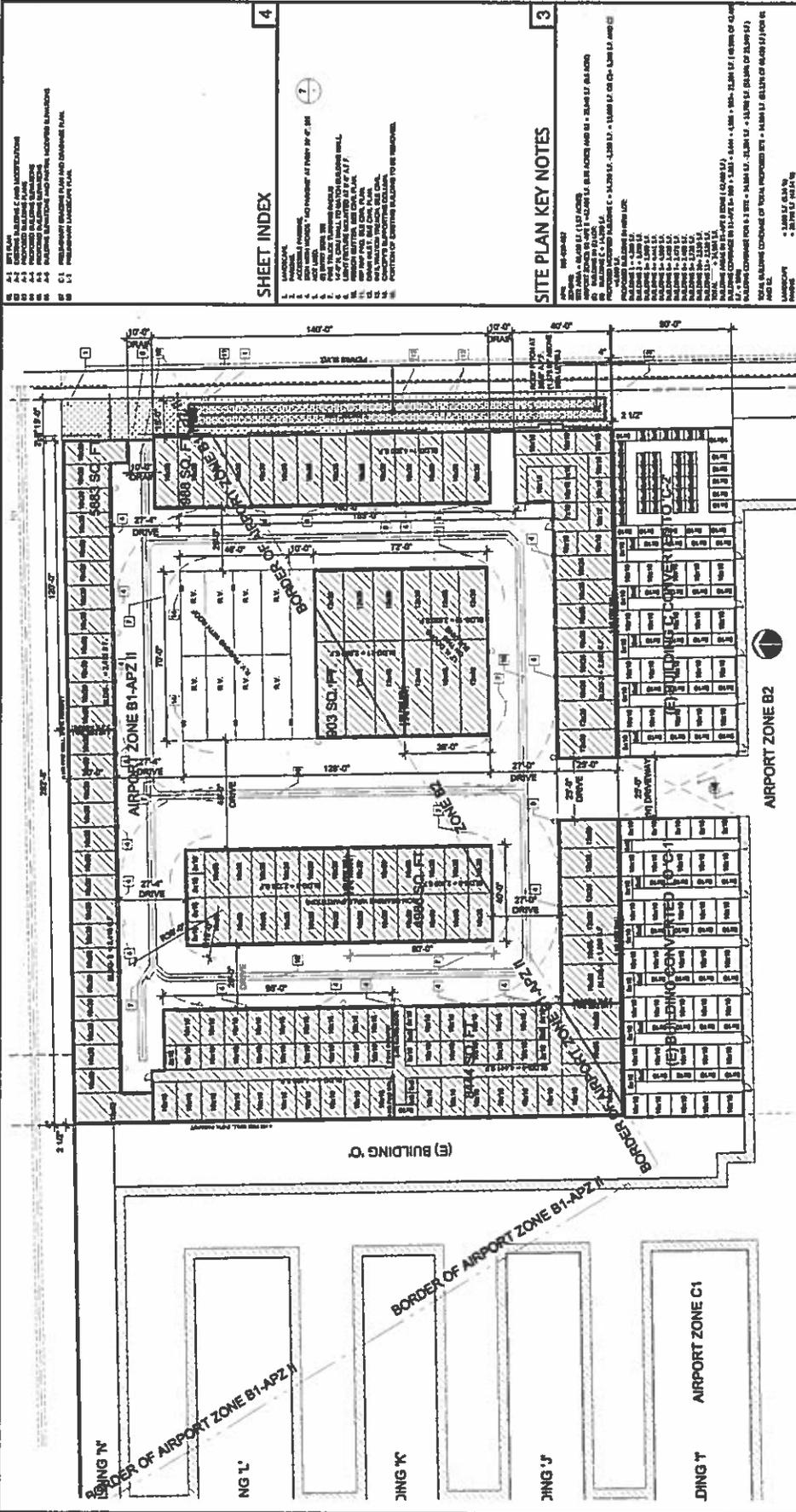
SHEET TITLE
 SITE PLAN

SIGNED BY



NO.	DATE	REVISION
1	08/11/11	ISSUE FOR PERMITS
2	08/11/11	ISSUE FOR PERMITS
3	08/11/11	ISSUE FOR PERMITS
4	08/11/11	ISSUE FOR PERMITS
5	08/11/11	ISSUE FOR PERMITS
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14	08/11/11	ISSUE FOR PERMITS
15	08/11/11	ISSUE FOR PERMITS
16	08/11/11	ISSUE FOR PERMITS
17	08/11/11	ISSUE FOR PERMITS
18	08/11/11	ISSUE FOR PERMITS
19	08/11/11	ISSUE FOR PERMITS
20	08/11/11	ISSUE FOR PERMITS

SHEET NUMBER
 A1



SHEET INDEX

- 1. SITE PLAN
- 2. EXISTING AND PROPOSED LANDSCAPE PLAN
- 3. EXISTING AND PROPOSED LIGHTING PLAN
- 4. EXISTING AND PROPOSED IRRIGATION PLAN
- 5. EXISTING AND PROPOSED UTILITY PLAN
- 6. EXISTING AND PROPOSED TRAFFIC SIGN PLAN
- 7. EXISTING AND PROPOSED FIRE TRUCK TURNING RADIUS
- 8. EXISTING AND PROPOSED NO PARKING SIGN
- 9. EXISTING AND PROPOSED CONSULTANTS

SITE PLAN KEY NOTES

- 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
- 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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- 18. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- 19. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- 20. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

PROJECT DATA

SCALE: 1"=30'-0"
 PROJECT DATA
 PROJECT NO. 11-11-11
 PROJECT NAME: PERRIS SELF-STORAGE EXPANSION
 PROJECT ADDRESS: 3010 N. PERRIS BLVD., PERRIS, CA 92508
 PROJECT CONTACT: CHARLES WARE
 PROJECT PHONE: 951-884-1800
 PROJECT FAX: 951-884-6431
 PROJECT EMAIL: CWARE@PERRISCA.GOV

VICINITY MAP



FIRE TRUCK TURNING RADIUS



NO PARKING SIGN



CONSULTANTS

CONSULTANTS
 CIVIL ENGINEERING
 KELLER CONSULTING, INC.
 24455 VIA ANANDA LINDA
 COSTA MESA, CA 92627
 P: 951.733.1128

SITE PLAN

EXHIBIT G

RESOLUTION NO. 17-08

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECOMMENDING TO THE CITY COUNCIL APPROVAL OF SPECIFIC PLAN AMENDMENT 16-05077 TO AMEND THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN LAND USE MAP WITH A CHANGE IN LAND USE DESIGNATION OF 7.48 ACRES FROM COMMERCIAL TO LIGHT INDUSTRIAL FOR EXISTING AND PROPOSED SELF-STORAGE USE, AND MAJOR MODIFICATION 16-05075 TO ALLOW A 1.57 ACRE EXPANSION OF THE EXISTING SELF-STORAGE USE LOCATED NORTH OF WALNUT STREET AND WEST OF PERRIS BLVD, AND MAKING FINDINGS IN SUPPORT THEREOF.

WHEREAS, on March 29, 2016, applications were filed for a Specific Plan Amendment and a Major Modification to Conditional Use Permit 02-0066 to the change the land use designation of 7.48 acres from Commercial to Light Industrial under the Perris Valley Commerce Center Specific Plan, and to add a 1.57 acre parcel to the existing 5.91 acre self-storage facility for a total of 182,393 square feet of self-storage on 7.48 acres of land north of Walnut Street and west of Perris Boulevard; and

WHEREAS, the proposed PVCCSP was adopted by the City Council on January 10, 2012, at which time land use requirements and guidelines were set forth to guide future development in the north Perris area; and

WHEREAS, proposed Specific Plan Amendment 16-05077 and Major Modification 16-05075 will not conflict with the goals, policies, and implementation measures set forth in the General Plan and Zoning Ordinance; and

WHEREAS, Specific Plan Amendment 16-05077 and Major Modification 16-05075 will bring the existing and proposed self-storage land use into conformity with Table 2.0-2, Land Use, of the PVCCSP, which requires Light Industrial zoning for mini-storage use; and

WHEREAS, the proposed Specific Plan Amendment and Major Modification are Categorically Exempt pursuant to CEQA Article 15332, Class 32 for infill development, therefore no further environmental review is required; and

WHEREAS, the existing and proposed land use is located in March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan Zones B1-APZ II and B2, and therefore is subject to the Riverside County Airport Land Use Commission's (ALUC) recommendation based on the project's consistency with the MARB Airport Land Use Compatibility Plan; and

WHEREAS, at the ALUC hearing on May 9, 2016, ALUC found the proposed Specific Plan Amendment 16-05077 and Major Modification 16-05075 to be consistent with the

MARB Airport Land Use Compatibility Plan, therefore no further action is required from the City; and

WHEREAS, on April 19, 2016, the Planning Commission conducted a legally noticed public hearing regarding Specific Plan Amendment 16-05077 and Major Modification 16-05075, and recommended approval to the City Council after consideration of public testimony, materials in the submittal report, and accompanying documents and exhibits; and,

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

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

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

Section 2. The Planning Commission has reviewed and considered the environmental information included in the staff report and accompanying attachments prior to taking action on the applications for the proposed projects and finds the City has complied with the California Environmental Quality Act, and this determination reflects the independent judgment of the City.

Section 3. Based on the information contained within the staff report and the accompanying attachments and exhibits, the Planning Commission hereby finds that Specific Plan Amendment 16-05077:

- A. The proposed Specific Plan Amendment will not result in a significant adverse effect on the environment and will not affect public health, safety, and welfare.
- B. The Specific Plan Amendment is consistent with and will contribute to achieving the goals and objectives established by the General Plan and the Perris Valley Commerce Center Specific Plan (1) to review proposed development in areas of higher risk associated with Compatibility Zones B1-APZ II and B2 of the March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan, and (2) to accommodate diversity in the local economy with a light industrial land use that is permitted in Compatibility Zones B1-APZ II and B2.
- C. The proposed use and its operation are compatible with the uses allowed in the zone, and existing uses in the zone..

And, regarding Major Modification 16-05075, based on the information contained within the staff report and the accompanying attachments and exhibits, the Planning Commission finds:

- A. The original character of the development and use will not be changed.
- B. The proposed plan is consistent with the City's General Plan and conforms to all Specific Plans, Zoning Standards, applicable subdivision requirements and other ordinances and resolutions of the City.

C. The proposed location and the conditions under which it could be operated or maintained will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

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

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

Section 4. The Planning Commission declares that should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this Resolution shall remain in full force and effect.

Section 5. The Chairperson shall sign this Resolution and the Secretary shall certify to the adoption of this Resolution.

ADOPTED, SIGNED and APPROVED this 19th day of April 2017.

CHAIR OF THE PLANNING COMMISSION

ATTEST:

Designee Secretary, Planning Commission

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

I, Clara Miramontes, Designee Secretary of the Planning Commission of the City of Perris, do hereby certify that the foregoing Resolution No. 17-08 was duly adopted by the Planning Commission of the City of Perris at a regular meeting thereof held on the 19th day of April 2017, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Designee Secretary of the Planning Commission



AIRPORT LAND USE COMMISSION RIVERSIDE COUNTY

CHAIR June 6, 2016

Simon Housman
Rancho Mirage

Ms. Diane Sbardellati, Associate Planner
City of Perris Planning Department
101 North "D" Street
Perris CA 92570

VICE CHAIRMAN
Rod Ballance
Riverside

COMMISSIONERS

Arthur Butler
Riverside

John Lyon
Riverside

Glen Holmes
Hemet

Greg Pettis
Cathedral City

Steve Manos
Lake Elsinore

STAFF

Director
Ed Cooper

John Guerin
Paul Rull
Barbara Santos

County Administrative Center
4080 Lemon St., 14th Floor
Riverside, CA 92501
(951) 955-5132

www.rcaluc.org

RE: AIRPORT LAND USE COMMISSION (ALUC) DEVELOPMENT REVIEW

File No.: ZAP1191MA16

Related File No.: PLN16-05077 (Specific Plan Amendment), PLN16-05075 (Major Modification to CUP 02-0061), and PLN16-05076 (Minor Modification to CUP 02-0061)

APN: 305-030-050 and 305-030-052

Dear Ms. Sbardellati:

On May 12, 2016, the Riverside County Airport Land Use Commission (ALUC) found City of Perris Case No. PLN16-05077 (Specific Plan Amendment), a proposal to amend the Perris Valley Commerce Center Specific Plan land use designation of 7.48 acres located westerly of Perris Boulevard, northerly of Walnut Street and southerly of Rider Street from Commercial to Light Industrial, **CONSISTENT** with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan.

On May 12, 2016, the Riverside County Airport Land Use Commission (ALUC) found City of Perris Case Nos. PLN16-05075 (Major Modification to Conditional Use Permit), a proposal to construct five mini-storage buildings totaling 34,848 square feet on 1.57 acres (Assessor's Parcel Number 305-030-050) as an expansion to the existing 148,609 square foot mini-storage facility on Assessor's Parcel Number 305-030-052, and PLN16-05076 (Minor Modification to Conditional Use Permit), a proposal to allow a maximum lot coverage of 56% rather than 50%, **CONSISTENT** with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan, subject to the following conditions:

CONDITIONS:

1. Any outdoor lighting installed shall be hooded or shielded so as to prevent either the spillage of lumens or reflection into the sky. Outdoor lighting shall be downward facing.
2. The following uses/activities are not included in the proposed project and shall be prohibited at this site:
 - (a) Any use which would direct a steady light or flashing light of red, white, green, or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following takeoff or toward an aircraft engaged in a straight final approach toward a landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator.

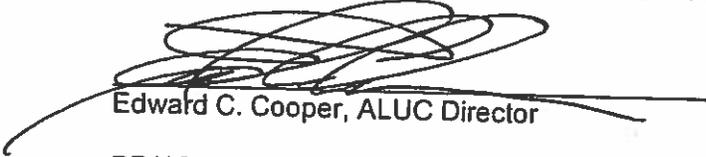
RIVERSIDE COUNTY AIRPORT LAND USE COMMISSION

- (b) Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft engaged in a straight final approach towards a landing at an airport.
 - (c) Any use which would generate smoke or water vapor or which would attract large concentrations of birds, or which may otherwise affect safe air navigation within the area. (Such uses include landscaping utilizing water features, aquaculture, production of cereal grains, sunflower, and row crops, composting operations, trash transfer stations that are open on one or more sides, recycling centers containing putrescible wastes, construction and demolition debris facilities, fly ash disposal, and incinerators.)
 - (d) Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.
 - (e) Children's schools, day care centers, libraries, hospitals, skilled nursing and care facilities, congregate care facilities, hotels/motels, restaurants, places of assembly (including churches and theaters), buildings with more than 3 aboveground habitable floors, noise sensitive outdoor nonresidential uses, critical community infrastructure facilities and hazards to flight.
3. Prior to issuance of any building permits, the landowner shall convey and have recorded an aviation easement to the March Inland Port Airport Authority. Contact March Joint Powers Authority at (951) 656-7000 for additional information.
 4. The attached notice shall be given to all prospective purchasers of the property and tenants of the building.
 5. Any proposed detention basins on the site (including water quality management basins) shall be designed so as to provide for a maximum 48-hour detention period following the conclusion of the storm event for the design storm (may be less, but not more), and to remain totally dry between rainfalls. Vegetation in and around the detention basins that would provide food or cover for bird species that would be incompatible with airport operations shall not be utilized in project landscaping. Trees shall be spaced so as to prevent large expanses of contiguous canopy, when mature. Landscaping in and around the detention basin(s) shall not include trees that produce seeds, fruits, or berries.
 6. March Air Reserve Base must be notified of any land use having an electromagnetic radiation component to assess whether a potential conflict with Air Base radio communications could result. Sources of electromagnetic radiation include radio wave transmission in conjunction with remote equipment inclusive of irrigation controllers, access gates, etc.
 7. This finding of consistency is specifically applicable to the use of the property as a mini-storage project. No human habitation of the storage units is permitted. One caretaker's dwelling may be established in the portion of the property in Compatibility Zone B2. The maximum lot coverage in Compatibility Zone B1-APZ II shall not exceed fifty (50) percent.

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

RIVERSIDE COUNTY AIRPORT LAND USE COMMISSION

Sincerely,
RIVERSIDE COUNTY AIRPORT LAND USE COMMISSION



Edward C. Cooper, ALUC Director

PR/JG

Attachment: Notice of Airport in Vicinity

cc: Charles Ware, Perris Mini Storage Inc (applicant/property owner/payee)
Gary Gosliga, Airport Manager, March Inland Port Airport Authority
Denise Hauser or Sonia Pierce, March Air Reserve Base
ALUC Case File

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**CITY COUNCIL
AGENDA SUBMITTAL**

Meeting Date: May 30, 2017

SUBJECT: Resolution Amending the Rubbish Collection Charges Pursuant to Agreement with CR&R

REQUESTED ACTION: To adopt a resolution amending the rubbish collection charges (Section 7.16.050 (D) of the Perris Municipal Code) to include an organic recycling fee.

CONTACT: Jennifer Erwin, Assistant Director of Finance

BACKGROUND/DISCUSSION:

Pursuant to the approval of a second contract amendment with CR&R, effective July 1, 2017, CR&R will add organic recycling services and increase its fee by \$1.98 (residential only) to account for the additional cost of organic recycling services as mandated under the new legislative measures. As part of the additional services, CR&R will direct all residential organic waste generated within the City limits to its Anaerobic Digester Processing Facility (AD Facility) located within the City. CR&R will also make available a Kitchen Food Scrap Pail, upon individual customer request, to single family residential service recipients only. The first Food Scrap Pail will be provided at no cost to the resident. Additional Food Scrap Pails, above and beyond the first pail, will be charged at the rate of \$7.00. This new organic recycling fee will be subject to CPI adjustments over the next five years.

Per Assembly Bill 1826, multi-family, commercial and industrial customers are required to divert their organic waste through CR&R's Organics Recycling Program if they meet threshold criteria as set by State Law. CR&R will provide a separate bin or cart for that purpose based upon the individual customer's organic waste generation volume, and will collect the organic waste in separate Organic Waste collection vehicles to be processed at CR&R's AD Facility. These new services will meet the State of California Organics Recycling requirements as outlined in Assembly Bill 1826.

Customer outreach for this new program is scheduled for July 29, 2017 and August 5, 2017 from 8 am to 12 pm. Free Kitchen Food Scrap Pails will be handed out at each event. Once the location of both events is determined, flyers will be sent to Perris residents.

The rate increase provided in the attached resolution will take effect on the August 15, 2017 utility bill. 45-day notices were provided to all service area residents.

BUDGET (or FISCAL) IMPACT: This rate increase will result in approximately \$65k of additional franchise fee revenue annually.

Reviewed by:

Assistant City Manager DM

Assistant Director of Finance JE

Attachments: Resolution

Public Hearing

RESOLUTION NUMBER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS AMENDING RUBBISH COLLECTION CHARGES AS PERMITTED IN SECTION 7.16.050 (D) OF THE PERRIS MUNICIPAL CODE TO INCLUDE AN ORGANICS RECYCLING PROGRAM FEE

WHEREAS, a monthly charge for rubbish collection and disposal is already established by Perris Resolution Number 5015, dated June 14, 2016; and

WHEREAS, the City will expand rubbish collection and disposal to include an organics recycling program for residential and commercial customers; and

WHEREAS, a fee increase is necessary to defray these costs by increasing the rates and charges to the recipient of such services; and

WHEREAS, Article XIID of the California Constitution and the laws enacted in connection therewith provide that prior to the public hearing to adopt a formula or new rate for rubbish collections, the City and/or Agency shall mail to each property owner or customer subject to the fee, at least 45 days prior to such public hearing, a notice describing (a) the amount of the fee or charge to be imposed upon each parcel, (b) the reason for the fee or charge, and (c) the date, time, and location of a public hearing on the proposed fee or charge; and

WHEREAS, on April 7, 2017, the City mailed the notice of public hearing to be held on May 30, 2017, relating to and describing the rubbish rate adjustments in accordance with California Constitution Article XIID Section 6, to the applicable customers and/or parcels; and

WHEREAS, the City has held such public hearing on May 30, 2017, and received and considered all oral and written protests related to the proposed increases in the rubbish charges;

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

Section 1. Pursuant to 7.16.050 (D) of the Perris Municipal Code, the rates and charges of Chapter 7.16 are adjusted as follows:

“Section 7.16.050 Rubbish Collection, Disposal and Street Sweeping”

1. A monthly charge for organics recycling is hereby levied upon each occupied household and business establishment, in accordance with the following rates:

(a)	Residential Monthly Rate:		\$1.98
(b)	Commercial, Industrial, and Multiple Residences		
(1)	Two cubic yard container (green waste only)		
	Non Food Establishment	1 x week	\$167.44
		2 x week	\$323.48
		3 x week	\$479.49
		4 x week	\$635.54
		5 x week	\$791.58
		6 x week	\$947.59
(2)	Two cubic yard container		
	Food Establishment	1 x week	\$219.15
		2 x week	\$426.89
		3 x week	\$634.61
		4 x week	\$842.36
		5 x week	\$1,050.11
		6 x week	\$1,257.82
(3)	64 gallon cart (small generator, green waste only)		
		1 x week	\$36.13
		2 x week	\$72.26
		3 x week	\$108.39
		4 x week	\$144.52
		5 x week	\$180.65
		6 x week	\$216.78
(4)	64 gallon cart (small generator, food waste)		
		1 x week	\$48.46
		2 x week	\$96.92
		3 x week	\$145.38
		4 x week	\$193.84
		5 x week	\$242.30
		6 x week	\$290.76

These rates shall become effective July 1, 2017 and are in addition to the rates already established by Resolution Number 5015.

Section2. Resolution Number 5015 is hereby amended to include the new organics recycling program fees.

ADOPTED, SIGNED and APPROVED this 30th day of May, 2017.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number _____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held the 30th day of May, 2017, and that it was so adopted by the following called vote:

AYES:

NOES:

ABSTAIN:

ABSENT: _____

**CITY COUNCIL
AGENDA SUBMITTAL**

Meeting Date: May 30, 2017

SUBJECT: Planning Commissioner Appointment

RECOMMENDED ACTION: **APPOINT** one applicant to fill one open seat on the Planning Commission

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

BACKGROUND/DISCUSSION:

The purpose of this item is to fill one vacant seat on the Planning Commission. The Planning Commission is a seven-member board established on March 26, 2002. The open seat has been vacant since February 2017 and is scheduled to expire on December 2019. The vacancy recruitment began on April 6, 2017 and was open for 30 days. A notice was published in the Perris City News and posted on bulletin boards in City Hall. Ads were run on the cable access channel and on the City's web-site which included an on-line application form. A total of 4 applications were received for the Planning Commission open seat. The following have submitted an application:

Alfonso Hernandez
Sherri Kriessig
Andre Mitchell
Jason Reed

Section 2.37.030 of the Municipal Code states that Commissioners may only be appointed by a majority vote of the Council. The process for appointing Commissioners is not specified by Ordinance, and remains solely within the discretion of the Council. In previous appointments, the selection process has included a formal vote by written ballot, with the results tallied by the City Attorney and read by the Mayor. Staff is recommending that the City Council appoint three of the applicants to fill three open seats on the Planning Commission.

BUDGET (or FISCAL) IMPACT:

Cost for staff preparation of this item is covered in the current budget.

PREPARED BY: Clara Miramontes, Director of Development Services

Interim Assistant City Manager: Darren Madkin *DM*
Assistant Director of Finance: Jennifer Erwin *JE*

Business Item: May 30, 2017

Attachments: Applications

Alfonso Hernandez



CITY OF PERRIS

Planning Commissioner Application Form



North D Street
Perris, CA 92570
(951) 943-6100
www.cityofperris.org

YOUR CONTACT INFORMATION

The City of Perris Planning Commission is committed to promoting a high quality of life in the community through responsible land use decisions. The Commission takes pride in preserving the City's heritage and ensuring sustainable development for future generations. Appointments to the Planning Commission are made by the City Council following interviews with selected qualified candidates. The City reserves the right to invite only the most qualified applicants to participate in the selection process. Regular Commission meetings are held on the first and third Wednesday of each month at the City Council Chambers located at 100 North Perris Boulevard.

Last Name	First Name	MI
Hernandez	Alfonso	
Street Address		Apt. No.
Buffalo Road		
City		State
Perris		CA
Zip Code		
92570		
Your Email Address (optional):	Cellular Phone/Other	

INTERESTS / SKILLS / ABILITIES

List your skills, abilities, related volunteer community service and relevant interest to the assignment you are seeking:
Experienced public sector professional motivated by challenge and reward to secure, manage, collaborate and identify funding opportunities that enhance the services and benefits of the organization and result in a positive impact on the community as well as establish and maintain a fiscally sound approach to the organization's finances, objectives and standards.

SUPPLEMENTAL QUESTIONNAIRE

Please respond in each of the following questions (if additional space is needed, please use a separate sheet of paper). If desired, a resume may accompany your application.

1. Why do you want to be appointed to the City of Perris Planning Commission?

I recently became a proud resident of the City of Perris and would like to contribute and put a vested interest in the community I live in. With my background, experience and knowledge, I believe I can be an asset to the Commission and viable resource.

2. How will your education, training, experience and history of community involvement make you a suitable candidate to serve as a Planning Commissioner?

I have over ten years of experience in the public sector as a planning, funding and program/project manager specialist. Specifically, I managing grant funding opportunities related to transportation, planning and the environment. I believe these areas are also of major importance to the Commission and I can apply my resources and skills to the position, which makes me a suitable candidate.

SUPPLEMENTAL QUESTIONNAIRE (Continued)

3. In your opinion, what are the most important planning and development issues in the City of Perris?

Overall, as in most cities if not all, the most important issues are goign to be promoting a high level quality of life in the community through land use decisions. One of the major reasons my family and I were drawn to becoming proud residents of the City of Perris was its balance between preserving its heritage and future for sustainable growth and development. And at a time of growth and opportunities, I believe it is very important and critical to make the correct decisions when it comes to land use, zoning and policies.

4. What vision do you have for future development in the City of Perris?

I see the City continue to preserve its heritage by revitalizing Downtown Perris with a mixture of traditional and modern businesses, as well as expanding mixed used and transit oriented developments to attract individuals from the metropolitan areas; such as working professional millenials and recent retirees. I also see continue major growth in warehouse distribution centers and the need to address opportunities/strategies for the developments, need to mitigate freight, expand and extend major roadways/corridors, as well as ensure growth for highly professional and skilled jobs.

CERTIFICATION AND AUTHORIZATION

I certify that all statements made in this application are true and complete. In compliance with State law, I understand that I will be required to file a Statement of Economic Interests upon appointment to office, and annually thereafter.

Applicant's Signature



4/11/2017

Date

SUBMIT YOUR APPLICATION

Completed applications must be submitted to the Office of the City Manager, City of Perris, at 101 North D Street in Perris prior to any established filing deadline.

ALFONSO HERNANDEZ

GRANTS PROFESSIONAL

PROFILE

Name
Alfonso Hernandez

Address
[REDACTED] Buffalo Road
Perris, CA 92570

Phone
[REDACTED]

Email
[REDACTED]

PROFESSIONAL STATEMENT

Experienced professional motivated by challenge and reward through securing, managing, collaborating and identifying grant funding opportunities that enhance the services and benefits of the organization and result in a positive impact on the community as well as establish and maintain a fiscally sound approach to the organization's finances, objectives and standards.

RECOGNITION

Acknowledge for vigorously leading and managing various grant programs, projects & development teams from proposal development to award closeout. Approximately ten years of experience, with stats to date of:

93 Discretionary Grant Awards
Total Award Amount: \$46,653,282

Recent recognition & awards:



2016
Awarded 2 out of 7 federal grants & largest amount (\$6M) for FTA's Low-No Program.



2015
Promoted to new position of Grants Administrator.



2014
Awarded largest federal grant (\$10M) for FTA's LoNo Program.



2014
SCAG Unsung Hero Award (Employee of the Year)

EXPERIENCE

(Detail Job Descriptions on following pages)

- 08/16 - Present **GRANTS/GOVT AFFAIRS ADMINISTRATOR/ANALYST**
ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA)
Manages and develops, implements OCTA's grants and grant programs and supervises the monitoring and oversight of the agency's subrecipients of Federal Transit Administration (FTA) funding.
- 03/15 - 08/16 **GRANTS ADMINISTRATOR**
SOUTHERN CALIFORNIA ASSOCIATION OF GOVT'S (SCAG)
Manages and leads administration of over 40+ discretionary grants and program manager as well as project manager for the seven direct federal grant programs, which allocate and obligate over \$170M on an annual basis.
- 08/11 - 05/15 **SENIOR BUDGET & GRANTS ANALYST**
SOUTHERN CALIFORNIA ASSOCIATION OF GOVT'S (SCAG)
Responsible for the most complex functions of budget and grants, including agency's annual budget and all aspects of the agency's grants services. Also responsible for supervising staff and sub-agreements for sub-recipients.
- 08/09 - 08/11 **GRANTS ANALYST**
LIVERMORE AMADOR VALLEY TRANSIT AUTH (LAVTA)
Manages and leads all aspects of the agency's grants services from proposal development to closeout. Also responsible for project managing grant funded projects and supervising staff.
- 07/06 - 08/09 **ASSOCIATE & ASSISTANT PLANNER**
SUNLINE TRANSIT AGENCY
Performs a variety of professional planning activities including review of development and land use applications and all aspects of the agency's grants services from proposal development to closeout.

EDUCATION

- 2016 *Effective Leadership, Management and Supervision*
SKILLPATH
- 2013 - 2015 *Certificate - Grant Management Pass-Through*
Certificate - Leadership
MANAGEMENT CONCEPTS
- 2012 - 2013 *Certificate - Federal Grants*
THE GRANTSMANSHIP CENTER
- 2011 *Certificate - Grant Writing*
Certificate - Grants Management
GRANT WRITING USA, INC
- 2006 - 2007 *Certificate - Grants Management*
CAL STATE UNIVERSITY, SAN BERNARDINO
- 2001 - 2006 *BS - Public Admin & Criminal Justice*
SAN DIEGO STATE UNIVERSITY

SKILLS & KNOWLEDGE

Leadership	Analytical/Research Skills	Communication
Management	Fed, State & Local Laws/Regs	Negotiation
Budget/Planning	Fed, State & Local Policies	Collaboration
Team-Player	Computer/Tech Literacy	Problem-Solver

GRANT SPECIALITIES

Discretionary	Contracts	Programmatic	2 CFR 200	Pre-Award
Formulas	Agreements	Planning	Fed Circulars	Post-Award
Allocations	Sub-Agreements	Capital	Legislation	Close-Out
Sub-Awards	MOUs	Operating	Cost Princ.	Risk Assessments
Indirect	Review/Score Apps	Audits/Reviews	Government	Internal Procedures

DETAILED JOB DESCRIPTIONS

ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA)
550 S. Main Street, Orange, CA 92868
714.560.5669

**Senior Transportation Funding Analyst/Grants and
Government Affairs Analyst**

July 2016 to Current

Directs staff in the development, implementation, and management of OCTA's grants and grant programs consistent with the goals of the Board of Directors and Chief Executive Officer. Supervises the monitoring and oversight of the agency's subrecipients of Federal Transit Administration (FTA) funding. Duties include:

- Oversees the development, implementation, and management of OCTA's competitive grants and FTA grant programs consistent with the goals of the Board of Directors and Chief Executive Officer.
- Provides leadership and direction in the development of FTA grants and competitive grant proposals, including grant contract agreements, contract amendments, administration of grant regulations and requirements, and associated presentations and staff reports related to OCTA's FTA and competitive grant programs.
- Directs OCTA's federal subrecipient monitoring and oversight program and assists OCTA's divisions in monitoring subrecipients to ensure compliance with FTA grant rules and regulations, including the development of guides, risk assessments, compliance reviews, training, and reporting, and act as liaison between FTA, subrecipients, OCTA Divisions and executive management for compliance issues.
- Develops and maintains a strategic approach to grant funding opportunities and challenges, and maintains favorable relationships with external funding agencies to maximize revenues and promote continued support of OCTA's funding needs and activities.
- Supervises the development of persuasive comments on proposed federal legislation, rules, and requirements, and remains current on changing federal, state and local grant rules and regulations.
- Provides guidance on proposed and adopted federal regulatory changes and grant funding prospects, and supervises the development of persuasive comments to influence legislative or policy changes that are favorable to agency goals and objectives.

DETAILED JOB DESCRIPTIONS

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENT (SCAG)

818 W. 7th Street, Los Angeles, CA 90017
213.236.1800

Grants Administrator

March 2015 to Aug 2016

The Grants Administrator is a newly created position as the result of a reclassification by SCAG in order to capture the entire and growing responsibilities of the Lead Budget & Grants Analyst and supplement that position w/ new grant specific related responsibilities. The responsibilities listed below are in supplement of the responsibilities and duties listed for previous position; Senior Budget & Grants Analyst.

Manages and administers the discretionary grants. Responsibilities include researching grant fund sources and taking the lead for the proposal development process and preparing, monitoring and managing grant award agreements for SCAG and sub-recipients. Grants administered range from Federal, State and local levels and fund various categories of projects; such as planning, programmatic, research, capital, operating, and engineering.

Responsible for program managing seven federal formula programs that allocates and obligates over \$170M on annual basis for various transit capital, operating and programmatic projects. Furthermore, serves as Project Manager for grants awarded directly to SCAG on behalf of sub-recipients, as well as monitors both recipients and sub-recipients to ensure compliance with federal conditions; such as the Uniform Guidance 2 CFR 200.

Other general essential duties for the position are listed as:

- For specific grants calculates funding splits, determines inter-county allocations, assesses risk of sub-recipient, and oversees awarded projects as Project Manager including site visits. Coordinates with SCAG staff to program projects into the FTIP.
- Acts as lead for FTA Triennial Reviews and/or Audits.
- Directly manages assigned staff. Recruits, screens, hires, orients and trains staff. Evaluates employee performance & provides guidance and feedback to assigned staff. Coordinates work assignments & maintains appropriate & current job descriptions for positions.
- Program Manager for all applicable FTA Federal Programs under MAP-21 and FAST-Act, with the exception of Section 5307. Responsibilities include applying, obligating, preparing sub-agreements, reviewing/commenting on federal circulars, approving sub-recipients and contractors invoices, preparing and submitting narrative and financial reports, sub-recipient monitoring including site visits and participating in their federal triennial reviews, and closing project out.
- Sub-Recipient Risk Assessments - per the new Uniform Administrative Requirements for Federal Grants: 2 CFR 200, responsible for Sub-Recipient Risk Assessments for any pass-thru funds. Prior to executing a sub-recipient agreement or Memorandum of Understanding (MOU), responsible for conducting an assessment to identify risks.
- Title VI Program - Collect and review Title VI Assurances from sub-recipients prior to passing through FTA funds. Assist and participate in SCAG team effort to develop, update, advise and submit SCAG's Title VI Program. Serve as the assigned Title VI Administrator/Officer for SCAG.

Company Benchmarks & Milestones

- Within first two years of position, increased discretionary grants from 18 awards to 43 awards.
- From start date to current date, total dollar amount of awards is \$25,742,533 and includes 47 new, discretionary awards.
- Received an "Un-Sung Hero" Award in 2013-2014, which is equivalent to Employer of the Year and branded by Governing Board President Becerra.
- Promoted from Senior Budget & Grants Analyst to the newly created position of Grants Administration. This reclassification is a first for staff in the Administrative group. Normally, employees are reclassified to existing classification in their respective series for Administration personnel.

DETAILED JOB DESCRIPTIONS

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENT (SCAG)

818 W. 7th Street, Los Angeles, CA 90017
213.236.1800

Senior Budget & Grants Analyst

August 2011 to March 2015

The main purpose for the Senior Budget & Grants Analyst is to perform the most complex work in the grant and budget function and provide a range of grant administration services, such as: identifying grant fund sources, researching the application process, writing and/or compiling application data, and coordinating deadlines. This position is also responsible for the preparation, monitoring, and managing grant award agreements and overseeing and managing project managers along with applicable subordinates; such as administrators and Budget & Grants Analysts.

The general essential duties for the position are listed as:

- Coordinates & provides technical guidance in preparation of grant applications, funding agreements, & memorandum of understanding.
- Reviews grant applications for compliance w/ requirements, & reviews project description & budget for accuracy.
- Serves as a liaison w/ sub regions, State & Federal agencies & other organizations; provides information & assistance regarding the assigned grant & services; receives & responds to complaints & questions.
- Monitors program grants & related proposals & maintains grant applications & agreement files.
- Prepares monthly & quarterly grant progress & expenditure reports.
- Prepares grant related materials for Regional Council Board & Committee actions.
- Leads training sessions for staff related to budget & grant development; project scheduling & project management.
- Guides departments in the planning, developments, implementations and administration of operating budget; reviews work scopes of projects.
- Lead development & implementation of new or revised grant policies, programs, systems, procedures, & methods of operation; compile & analyze data & make recommendations.
- Participates in special projects including research of new programs & services, budget analysis & preparation, & feasibility analyses.
- Directly manages assigned staff. Recruits, screens, hires, orients and trains staff. Evaluates employee performance & provides guidance and feedback to assigned staff. Coordinates work assignments & maintains appropriate & current job descriptions for positions.
- Oversee assigned project managers and ensure any applicable reporting & required actions are being met.
- Develop & execute multi-year work plans to implement program objectives; oversee daily project operations.
- Coordinate program activities w/ managers, divisions, departments and outside agencies & organizations; monitor & provide input & strategy guidance to other SCAG efforts as they relate to & affect the program.
- Confer w/ elected officials, regulating agencies & the general public on program matters; develop formal agreements of working relationships w/ outside agencies.
- Lead for development of the Overall Work Plan's (OWP) non-cpg funded projects (over 40+ projects).
- Develop & present on program initiatives; represent SCAG on policy & technical committees & working groups.
- Assist in the development & management of sub regional planning projects including contract & administrative oversight of projects & insuring regulation compliance.

The position requires various responsibilities and knowledge across each Department and Division at SCAG; such as project management, understanding, interpreting and implementing legislation, determining and allocating federal transportation funds using data from the 2010 Census and National Transit Data (NTD) and managing various Calls for Projects. Furthermore, responsibilities differ dramatically within department and division, as I am solely responsible for all aspects of the Special Grant projects along with various Grant Programs, which go beyond administrative responsibilities.

DETAILED JOB DESCRIPTIONS

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
 1362 Rutan Court, Livermore, CA 94551
 925.455.7555

Grants Analyst

August 2009 to August 2011

Responsible for preparing Federal, State, Regional and Local Capital and Operating grant proposals, reviews funding limitations and recommends appropriate courses of action. Manages grant activities to ensure timely project delivery and schedule adherence, monitors and ensures compliance with standards required by grantor, and prepares monthly and quarterly project reports to granting agencies. Serves as a liaison with external funding partners coordinating funding application proposals, project monitoring reports and other grant related issues. Assist in the preparation and maintenance of the Capital Projects and related activities. Ensures consistency between all planning, legislative affairs, capital programming, and grant documents; provides professional level analytical research and investigation on various grant and funding issues. Essential duties and responsibilities include:

- Coordinates & provides technical guidance in preparation of grant applications, funding agreements, & memorandum of understanding.
- Reviews grant applications for compliance w/ requirements, & reviews project description & budget for accuracy.
- Develops grant funding strategies and created, developed and managed capital needs assessment.
- Coordinates any necessary surveys and research related to current or potential funding opportunities.
- Collaborates with all levels of LAVTA personnel in order to meet program goals and objectives.
- Prepares necessary grant amendments requests, extensions, revisions, and progress updates.
- Monitors and maintains tracking system for milestones and deliverables, and upcoming grant opportunities
- Monitors program grants & related proposals & maintains grant applications & agreement files.
- Prepares monthly & quarterly grant progress & expenditure reports.
- Prepares grant related materials for Board & Committee actions.
- Leads training sessions for staff related to budget & grant development; project scheduling & project management.
- Guides agency in the planning, developments, implementations and administration of operating budget; reviews work scopes of projects.
- Complies with all federal, state, and regional project development requirements for TIP; may assist Planning Department with requirements for CMP, STIP, etc.
- Monitors all federal, state, and regional laws and notices of upcoming grant opportunities relating to public transit
- Verifies and ensures the agency complies with all state and federal regulatory programs, including Disadvantage Business Enterprise (DBE), Equal Employment Opportunity (EEO), and may assist Planning Department with Title VI, California Air Resources Board (CARB) and Americans with Disabilities Act (ADA) compliance.
- Participates and represents Agency on committees, at public meetings, conferences and meetings with community groups, advisory groups, representatives of County and governmental agencies, developers, and others regarding planning, transit, grant funding and development issues.
- Directly manages assigned staff. Recruits, screens, hires, orients and trains staff. Evaluates employee performance & provides guidance and feedback to assigned staff. Coordinates work assignments & maintains appropriate & current job descriptions for positions. This also includes temporary hired positions funded with grant funds; such as Interns, mobility managers, travel trainers, etc.

Company Benchmarks & Milestones

- Within first year of position, successfully secured nine (9) discretionary grant awards, including two sources of funding that had never been applied in previous years that can be awarded on annual basis.
- During time in position (2 years), secured over 27 grant awards for \$11,785,266 in discretionary funds. Also maintained 95% successful rate for all grants submitted and evaluated by sponsors.
- Received an "Exceeds Expectations" during each performance evaluation. Performance evaluation conducted by Director of Administration and approved by Executive Director.

DETAILED JOB DESCRIPTIONS

SUNLINE TRANSIT AGENCY

32-505 Harry Oliver Trail, Thousand Palms, CA 92276
760.343.3456

Associate Planner/Planner II

July 2007 to August 2009

Position requires professional planning work of moderate difficulty. It is characterized by increasingly specialized knowledge of the planning field and a more elevated level of required duties and responsibilities compared with the Assistant Planner position. As Associate Planner, I was responsible for the duties and responsibilities listed under the Assistant Planner position listed below and given more authority to make sound decisions and take independent action as I determine most effectively. I was also given direct management/supervisory responsibilities to oversee assigned staff. I assist with training, providing guidance and assigning tasks to assigned staff. This also includes temporary hired positions funded with grant funds; such as planning aids, interns, etc.

SUNLINE TRANSIT AGENCY

32-505 Harry Oliver Trail, Thousand Palms, CA 92276
760.343.3456

Assistant Planner

July 2006 to July 2007

Responsible for preparing Federal, State, Regional and Local Capital and Operating grant proposals, reviews funding limitations and other requirements specified by grantor, and recommends appropriate courses of action. Manages grant activities to ensure timely project delivery and schedule adherence, monitors and ensures compliance with standards required by grantor, and prepares monthly and quarterly project reports to granting agencies. Serves as a liaison with external funding partners coordinating funding application proposals, project monitoring reports and other grant related issues. Assist in the preparation and maintenance of the Capital Projects and related activities. Ensures consistency between all planning, legislative affairs, capital programming, and grant documents; provides professional level analytical research and investigation on various grant and funding issues. The position also works closely with staff from other departments, including directors and managers, to coordinate studies and grant applications with federal, state and local agency plans, policies and regulations.

Reviews local development plans and environmental documents and provides comments. Recommendations are also provided and coordinated with the local jurisdictions in order to enhance the service provided and/or allow sufficient time to schedule removal of any bus stops, as well as inform passengers of any changes in service.

Assist the Planning Department in project development, coordination of activities, preparing technical reports and supporting transit planning efforts. Some of the notable, reoccurring tasks include editing daily Genfare GFI reports by using GFI Data software, participating in random select trips for Section 15 and administrating the recorded information into the FleetNet software, and managing the daily ridership numbers.

Company Benchmarks & Milestones

- During time at SunLine (3 years), secured over 18 grant awards for \$7,963,355 in discretionary funds. Also maintained 90% successful rate for all grants submitted and evaluated by sponsors.
- Promoted to Associate Planner.
- Received "Employee of the Quarter" during April 2008 - June 2008 period.

DETAILED JOB DESCRIPTIONS

CITY OF DEL MAR

2010 Jimmy Durante Boulevard, Del Mar, CA 92014
858.775.9313

Enforcement Officer I/II

January 2002 to June 2006

Enforces motor vehicle, parking and animal control laws and regulations; patrols streets and beaches on foot, bicycle or in vehicle; identifies vehicle, parking or animal control illegalities and determines, writes and/or issues citations or warnings in accordance with City, county and/or state laws, regulations, ordinances and procedures; responds to calls of possible illegal activity or complaints related to areas of responsibility; within scope of responsibility and expertise, may assist and coordinate with the sheriff's department, fire department or other law enforcement or public safety agencies as necessary.

Interacts intensively with the public on an ongoing basis; receives, listens to and skillfully handles parking, disturbance and/or animal enforcement issues and complaints; educates the public regarding parking and animal regulations and citations; answers questions from public regarding city geography and other general matters; as necessary, researches and responds to customer complaints, questions and concerns or refers complaints and requests to supervisor or other departments as warranted.

Reviews and evaluates validity of contested citations within scope of responsibility and authority; composes and sends appropriate responses; when appropriate, dismisses citations; requests supervisor's assistance, guidance and/or intervention as needed and provides clear, concise documentation and explanation; as necessary, prepares for, appears and testifies in court. Services and maintains parking enforcement equipment and vehicles; collects money from parking meters and transports to City Hall; monitors proper functioning of, cleans and performs minor repairs of parking meters and machines; notifies supervisor of malfunction that require repair outside scope of expertise; identifies curb repainting and signage needs and recommends resolution to supervisor; cleans and gases vehicles.

Also responsible for providing lead direction to less experienced full-time and seasonal staff, such as; recruits, screens, hires, orients and trains staff. Evaluates employee performance & provides guidance and feedback to assigned staff. Coordinates work assignments & maintains appropriate & current job descriptions for positions.

Sherri Kreissig



CITY OF PERRIS

Planning Commissioner Application Form



YOUR CONTACT INFORMATION

The City of Perris Planning Commission is committed to promoting a high quality of life in the community through responsible land use decisions. The Commission takes pride in preserving the City's heritage and ensuring sustainable development for future generations. Appointments to the Planning Commission are made by the City Council following interviews with selected qualified candidates. The City reserves the right to invite only the most qualified applicants to participate in the selection process. Regular Commission meetings are held on the first and third Wednesday of each month at the City Council Chambers located at 100 North Perris Boulevard.

Last Name KREISSIG	First Name Sherri	MI B.
Street Address Yosemite Ave		Apt. No.
City Perris	State CA	Zip Code 92570
Your Email Address (optional):		Cellular Phone/Other

INTERESTS / SKILLS / ABILITIES

List your skills, abilities, related volunteer community service and relevant interest to the assignment you are seeking:

I have many leadership skills developed over the years while serving in Presidential roles in local PTA 6 years, Women's ministry 18 years and recently on the neighborhood watch board as VP & now Pres. I like to be on the planning side of life

SUPPLEMENTAL QUESTIONNAIRE

Please respond in each of the following questions (if additional space is needed, please use a separate sheet of paper). If desired, a resume may accompany your application.

- Why do you want to be appointed to the City of Perris Planning Commission?
It is my belief that you must "Bloom where you are planted". I am planted here in Perris and feel I need to be an integral part of doing what I can to make this the best city it can be. I feel I would be an asset to the committee and would gain knowledge of the working of what is to come. Being part of a solution vs. being a complainant
- How will your education, training, experience and history of community involvement make you a suitable candidate to serve as a Planning Commissioner?
My education in the world of academia is not much to speak of but my many years on school & church boards & planning retreats & large events has schooled me well in seeing the bigger picture as well as all the small details along the way

SUPPLEMENTAL QUESTIONNAIRE (Continued)

3. In your opinion, what are the most important planning and development issues in the City of Perris?

I feel we need to have a vision and a mission to change the look & reputation that Perris has had. I want to be able to spend my money here instead of Memphis or Temecula. I want to be a part of the change that is happening.

4. What vision do you have for future development in the City of Perris?

The vision I have is to see new businesses and housing happen where this is the place people want to move to and live & work. To find ways to change the poverty face that parts of Perris have.

CERTIFICATION AND AUTHORIZATION

I certify that all statements made in this application are true and complete. In compliance with State law, I understand that I will be required to file a Statement of Economic Interests upon appointment to office, and annually thereafter.

Applicant's Signature

Date

4/10/17

SUBMIT YOUR APPLICATION

Completed applications must be submitted to the Office of the City Manager, City of Perris, at 101 North D Street in Perris prior to any established filing deadline.

Andre Mitchell



CITY OF PERRIS Planning Commissioner Application Form



101 North D Street
Perris, CA 92570
(951) 943-6100
www.cityofperris.org

YOUR CONTACT INFORMATION

The City of Perris Planning Commission is committed to promoting a high quality of life in the community through responsible land use decisions. The Commission takes pride in preserving the City's heritage and ensuring sustainable development for future generations. Appointments to the Planning Commission are made by the City Council following interviews with selected qualified candidates. The City reserves the right to invite only the most qualified applicants to participate in the selection process. Regular Commission meetings are held on the first and third Wednesday of each month at the City Council Chambers located at 100 North Perris Boulevard.

Last Name	First Name	MI
Mitchell	Andre	K.
Street Address	Apt. No.	
Cantania Drive		
City	State	Zip Code
Perris	CA	92571
Your Email Address (optional):	Cellular Phone/Other	

INTERESTS SKILLS ABILITIES

List your skills, abilities, related volunteer community service and relevant interest to the assignment you are seeking:
See Attachment

SUPPLEMENTAL QUESTIONNAIRE

Please respond in each of the following questions (if additional space is needed, please use a separate sheet of paper). If desired, a resume may accompany your application.

1. Why do you want to be appointed to the City of Perris Planning Commission?

See Attachment

2. How will your education, training, experience and history of community involvement make you a suitable candidate to serve as a Planning Commissioner?

See Attachment

SUPPLEMENTAL QUESTIONNAIRE (Continued)

3. In your opinion, what are the most important planning and development issues in the City of Perris?

See Attachment

4. What vision do you have for future development in the City of Perris?

See Attachment

CERTIFICATION AND AUTHORIZATION

I certify that all statements made in this application are true and complete. In compliance with State law, I understand that I will be required to file a Statement of Economic Interests upon appointment to office, and annually thereafter.



Applicant's Signature

April 26, 2017

Date

SUBMIT YOUR APPLICATION

Completed applications must be submitted to the Office of the City Manager, City of Perris, at 101 North D Street in Perris prior to any established filing deadline.

Andre Mitchell

List your skills, abilities, related volunteer community service and relevant interest to the assignment you are seeking:

As a resident of the City of Perris for 30 years, I saw a need in 2001 for youth football and cheerleading. I formed a board of concerned community volunteers and created Perris Valley Youth Association Sports (PVYAS). PVYAS also formed P-Town Boxing. Through PVYAS I am able to meet Perris's newest residents, as well as long term citizens that have watched our city grow from farmland to the jewel that it is now. I am open to listen to all sides affected by growth, and willing to do the research necessary to make responsible decisions for the growth of Perris. I also realize the importance of working together to make the best possible decisions that support the vision of the City Council and the General Plan.

1. Why do you want to be appointed to the City of Perris Planning Commission?

I believe that I can bring a wealth of knowledge, stability and respect to this commission. I have a tremendous respect for the expertise of the City's own Planning Staff and believe that their experience along with my judgement and the community's involvement will lead to the best decision-making environment. As a long term resident I have a vested interest in seeing the City of Perris thrive as a Community with a balanced housing element along with much needed retail.

2. How will your education, training, experience and history of community involvement make you a suitable candidate to serve as a Planning Commissioner?

From 1998-2000, I served as Commissioner and President of Perris Pony Baseball. During my years of service as a volunteer, I was able to organize parents, coaches and players to donate their time and labor to asphalt the concession area and grandstands of Bob Long Baseball fields. In 2008 as President of PVYAS football I worked closely with our City Council and local businesses to develop Patriot Park. In 2010 P-Town Boxing was established with the help of Perris City Council. As a Los Angeles Police Officer I have over 26 years of experience dealing with government codes and regulations. I believe these accolades make me a suitable candidate to serve as a Planning Commissioner. I am aware of land use and proper zoning regulations. In addition I am used to working on boards to make the best decision for the organization's vision.

3. In your opinion, what are the most important planning and development issues in the City of Perris?

1. Establishing revenue for the City of Perris.
2. Ensure that all of the City's children have access to parks and sporting facilities.
3. Protect open spaces and native habitats within the city.
4. Promote smart development that increases access to housing while not over-burdening the City's infrastructure.
5. Conduct regular open meetings with fellow residents and members of the business community so that everyone who is impacted has their voice heard and interests considered.
6. Making sure we have a balance of affordable housing for all of our residents including low income and senior housing.
7. To reserve suitable land for commercial and retail development.

4. What vision do you have for future development in the City of Perris?

As an appointed Planning Commissioner my role would be to support the vision of the City Council and to make decisions and recommendations in line with the General Plan. I also know our City needs more retail opportunities to keep our residents dollars in the City and support our tax base.

**Creating family indoor and outdoor activities that would bring revenue into our city.
Adapting facilities which would keep our families in our community, such as a trampoline park, creating walkable and bikeable communities. I would encourage new businesses that could provide jobs, as well as services, to residents and would work with existing businesses.**

I would appreciate your consideration for appointment to the Planning Commission. I believe my knowledge, enthusiasm and commitment would serve it's residents and businesses well.

Jason Reed



CITY OF PERRIS Planning Commissioner Application Form



101 North D Street
Perris, CA 92570
(951) 943-6100
www.cityofperris.org

YOUR CONTACT INFORMATION

The City of Perris Planning Commission is committed to promoting a high quality of life in the community through responsible land use decisions. The Commission takes pride in preserving the City's heritage and ensuring sustainable development for future generations. Appointments to the Planning Commission are made by the City Council following interviews with selected qualified candidates. The City reserves the right to invite only the most qualified applicants to participate in the selection process. Regular Commission meetings are held on the first and third Wednesday of each month at the City Council Chambers located at 100 North Perris Boulevard.

Last Name	First Name	MI
Reed	Jason	R
Street Address		Apt. No.
El Nido Ave		
City	State	Zip Code
Perris	CA	92571
Your Email Address (optional):	Cellular Phone/Other	

INTERESTS SKILLS ABILITIES

List your skills, abilities, related volunteer community service and relevant interest to the assignment you are seeking:

Project Management and Project Planning
Sierra Vista Elementary School Site Council Chair
Measure L Citizens Oversight Committee Chair

SUPPLEMENTAL QUESTIONNAIRE

Please respond in each of the following questions (if additional space is needed, please use a separate sheet of paper). If desired, a resume may accompany your application.

1. Why do you want to be appointed to the City of Perris Planning Commission?

I want to have a positive impact on the process for coordinating and developing the social and physical environments which people rely on and need to live in within the City of Perris. I want to collaborate with residents to develop a process that is continuously seeking to improve the social and economic health of the city.

2. How will your education, training, experience and history of community involvement make you a suitable candidate to serve as a Planning Commissioner?

My education of a Bachelor's Degree of Business Management and a Master's Degree in Project Management gives me the educational foundation to interact with the residents and city government to mold a General Development Plan suitable for the growing needs of our community. I have been involved with the School Site Council for my children's school for several years and have been a part of the Measure L Citizen's Oversight Committee. In working within the medical device field that is focused on patient care, I have developed sympathetic approach to the caring and wellbeing of others. In that I hope to bring a renewed interest to our city as a place to live and grow old in.

SUPPLEMENTAL QUESTIONNAIRE (Continued)

3. In your opinion, what are the most important planning and development issues in the City of Perris?

In my opinion, I still see residents utilizing the facilities and services of neighboring cities that should be provided within our own city. I see our city as being to centralized and clustered. Providing venues on the outskirts of the city will allow residence uninhibited access to the services they need and will also provide an opportunity for Perris to capitalize on drawing residents and revenue from neighboring cities.

4. What vision do you have for future development in the City of Perris?

My vision for future development is to create a long term plan to create an environment that promotes a safe and healthy living environment that can be achieved. We are in a position to make Perris a sought after city to live in and do business in, but when the infrastructure is not there we cannot be successful. My vision is to separate the city in to development areas that can focus on the needs within that area verses trying to meet the needs of the entire city and developing within just one area of the city. We have vast amount of open land that is untouched that could be utilized to create divisions of economical and sustainable growth to support the area around it.

CERTIFICATION AND AUTHORIZATION

I certify that all statements made in this application are true and complete. In compliance with State law, I understand that I will be required to file a Statement of Economic Interests upon appointment to office, and annually thereafter.

Applicant's Signature

Date

05/04/2017

SUBMIT YOUR APPLICATION

Completed applications must be submitted to the Office of the City Manager, City of Perris, at 101 North D Street in Perris prior to any established filing deadline.

JASON REED

El Nido Ave • Perris, CA 92571 •

SET DESIGNER/PROJECT MANAGER

Self-motivated, reliable, and well-developed Research and Development Set Designer/Project Manager with 8 years of extensive experience in medical device design and manufacturing. Very detailed oriented professional within the 5 core project management process groups: Initiating, Planning, Executing, Monitoring and Controlling, and Closing. Possess a broad knowledge and understanding of the 10 knowledge areas within a cross-functional, balanced matrix team environment. Results-oriented with demonstrated success in managing stakeholder expectations, project goal facilitation and management with a clear, definitive vision and method of ownership.

A proactive and collaborative multi-functional and disciplined team leader skilled in design control, risk management and mitigation, product quality, and regulatory oversight. Succeeds in presentation and communication of project milestones and progress to stakeholders and customers. Persistent in maintaining the scope of the project through managing tasks and resources with a positive attitude. Works with resources, functional managers and engineers in developing a complete and thorough work breakdown structure, project scope and schedule to ensure on time delivery of project tasks.

Technical Proficiency: Minitab Quality Engineering Software, Project Management Software; Microsoft Office: Word, Excel, Visio, and PowerPoint

CORE COMPETENCIES

- FDA 21 CFR 820 Projects
- Work Breakdown Structures
- Project Detail Requirements
- Process Flows
- Quality Management
- Manufacturing Implementation
- Configuration Management
- Multi-Functional Team Leader
- Risk Management
- Project Management Best Practices
- Design Development

PROFESSIONAL HIGHLIGHTS

- **CAPA Project Management** – Managed projects related to Corrective and Preventative Actions due to customer complaints. Monitored corrective actions post implementation for effectiveness.
- **Quality Design Verification** – Verified design of product met marketing requirements based on design input and outputs.
- **Testing Research** – Managed testing research for solvent and material bonding for specific medical set designs.
- **Manufacturing Implementation** – Worked with manufacturing engineers to ensure product manufacturability.
- **Change Control** – Managed change control resulting from customer customization of finish good products.
- **Performance Specification** – Managed performance specification and test validation for new products.
- **Product Management Support** – Provided post implementation product support to customer service, manufacturing, and product end users.
- **Team Leading and Coaching** – Lead several cross functional product and process improvement teams resulting in improved products and streamlined processes.
- **Status Reporting** – Provides multilevel departmental project status reports to stakeholders, resources, and functional departments

PROFESSIONAL EXPERIENCE

ICU Medical San Clemente, CA
Set Designer, R&D Engineering

Dec 2015 to Present

- Designed and developed medical devices based on clinical procedures and applications.
- Developed performance specifications to qualify and validate medical devices.
- Wrote validation protocols and reports to validate medical devices.
- Developed manufacturing procedures and protocols to continually meet quality assurance requirements.
- Provided project management services for high profile sensitive products to maintain proprietary integrity.
- Provided quality engineering services to support quality and regulatory compliance per FDA guidelines.

Jason Reed

ICU Medical San Clemente, CA

Jan 2009 to Dec 2015

Project Manager, New Product Development

- Validated and implemented IV Therapy products and components per FDA 21 CFR Part 820.
- Manage multiple, multilevel, cross functional projects against project budgets, schedule and within quality standards.
- Provided recovery plans when necessary to achieve budget and schedule targets.
- Managed all aspects of product life cycle from conception to post implementation.
- More than 5500 work hours of project management experience.
- Coordinated implementation of new products through Change Control Board for seamless integration in to production.
- Scoped, developed, managed and implemented a new product line for IV Start Kits.
- Provided technical, validation and packaging support for peripherally inserted catheter product line project.
- Effectively developed a process to validate standard medical components in a 45 day task oriented time-line.
- Wrote and implemented Regulatory Reference Documents and Procedures to expedite validations.
- Quality Set Design verification for compliance and adherence to set design procedures.
- Quality Review Board member for Custom IV set design and implementation.
- Provided technical and product line support to manufacturing plants for new products for a seamless implementation.
- Corrective and Preventative Action project management for Quality and Manufacturing complaints.

ICU Medical San Clemente, CA

May 2006 to Dec 2008

Configuration Specialist

- Designed and developed IV Therapy product lines for Medical and Animal Health Industries.
- Designed IV Therapy sets per sales representative requests using Visio based design software.
- Established pricing for sets based on volume and design criteria for different medical fields.
- Managed programs related new product lines such as Oncology and Animal Health device kits.

EDUCATION

- SOUTHERN NEW HAMPSHIRE UNIVERSITY, Manchester, NH – Master of Science in Operations and Project Management, 2015
- UNIVERSITY OF PHOENIX, San Bernardino, CA – Bachelor of Science in Business Management, 2007

TRAINING/CERTIFICATION

- PMP Training PMBOK 5th Edition.
- Design Control training for 21 CFR Part 820 Quality System Regulations.
- ISO 14971 Risk Management Training.

COMMUNITY PARTICIPATION

- Val Verde Unified School District Citizens Oversight Committee
- Sierra Vista Elementary School Site Council Chairman