

*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, June 13, 2017

6:30 P.M.

City Council Chambers

(corner of San Jacinto and Perris Boulevard)

101 North "D" Street

Perris, California

ROLL CALL:

Rabb, Rogers, Burke, Corona, Vargas

CLOSED SESSION: 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:*

Rabb, Rogers, Burke, Corona, Vargas

3. *INVOCATION:*

Pastor James Baylark
Good Hope Missionary Baptist Church
22876 Mountain Ave
Perris, CA 92570

4. PLEDGE OF ALLEGIANCE:

Mayor Pro Tem Rabb will lead the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

6. PRESENTATIONS/ANNOUNCEMENTS:

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

- A. Presentation of Parks and Recreation Month by Sabrina Chavez, Assistant Director of Community Services and Housing
- B. Introduction of the 2017-2018 Youth Advisory Committee Members by Sara Cortes de Pavon, Grants Manager
- C. Recognition of SoCal Shockers 12/U Travel Ball Club.
- D. Presentation by Gary Hamro, Optimus.

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 30, 2017.

8. CONSENT CALENDAR:

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

- A. Adopt the Second Reading of Ordinance Number (next in order) 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 and approve a contract with NetFile.

The Second 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 (FPPC) CAMPAIGN DISCLOSURE STATEMENTS

- B. Adopt the Second Reading of Ordinance Number 1346 to approve Specific Plan Amendment 16-05077 to change the land use of 7.48 acres containing the existing facility with an approved expansion area of 1.57 acres from Commercial to Light Industrial within the Perris Valley Commerce Center Specific Plan. (Applicant: Charles Ware, Perris Self-Storage).

The Second Reading of Proposed Ordinance Number 1346 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

- C. Approve Contract Services Agreement with David Taussig and Associates to assist the City of Perris with establishing an annexable Citywide Community Facilities District ("CFD") to fund park and trail maintenance.
- D. Award a one-year Contract Services Agreement to Path of Life Ministries for Fiscal Year 2017-2018 for Homeless Services in the City of Perris.
- E. Approve Final Parcel Map 36266 (FPM 16-05223), a final map to subdivide a 4.97 acre site into five parcels for the development of a 48,778 square foot retail center at the southwest corner of Redlands Avenue and San Jacinto Avenue. (Applicant: Timothy Reeves, Lewis Retail).
- F. Approve Extension of Time No. 17-05063 for Tentative Tract Map 33900, located at the southeastern corner of Ethanac and McPherson Road. (Applicant: Richland Communities, Inc.)
- G. Approve the Cooperative Agreement with the County of Riverside for Fire Protection, Fire Prevention, Rescue and Medical Emergency Services.

- H. Approve the Contract Services Agreement with OpenGov Inc. to provide an Interactive Financial Transparency Portal Software Program.
- I. Receive and File the Investment Report for Quarter Ended March 31, 2017.
- J. Approve award of Contract Services Agreement with Crane Architectural Group for the Statler Teen Center.
- K. Approve Optimus I (Rockefeller Group) Line E Traffic Control, Lane Closure - Ramona Expressway and Webster Avenue.

9. PUBLIC HEARINGS:

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

- A. Consideration to adopt the Second Reading of Ordinance Number (next in order) updating the City of Perris Municipal Code.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA 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:

- B. Consideration to adopt Resolution Number (next in order) regarding Annual Engineer's Report for Maintenance District No. 84-1 (FY 2017-2018). Maintenance District 84-1 includes residential tracts and commercial developments throughout the City.

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, ORDERING THE CONTINUED OPERATION OF THE CITY OF PERRIS, MAINTENANCE DISTRICT NUMBER 84-1, CONFIRMING THE ASSESSMENT AND DIAGRAM AND ORDERING THE LEVY AND COLLECTION OF SPECIAL ASSESSMENTS FOR FISCAL YEAR 2017-2018

Introduced by: Habib Motlagh, City Engineer

PUBLIC COMMENT:

- C. Consideration to adopt Resolution Number (next in order) regarding Annual Engineer's Report for Landscape Maintenance District No. 1 (FY 2017-2018). Landscape Maintenance District No. 1 includes residential tracts and commercial developments throughout the City.

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

A RESOLUTION OF THE CITY COUNCIL FO THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE CONTINUED OPERATION OF THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, CONFIRMING THE ASSESSMENT AND DIAGRAM AND ORDERING THE LEVY AND COLLECTION OF SPECIAL ASSESSMENTS FOR FISCAL YEAR 2017-2018

Introduced by: Habib Motlagh, City Engineer

PUBLIC COMMENT:

- D. Consideration to adopt Resolution Number (next in order) regarding Annual Engineer's Report for Flood Control Maintenance District No.

1 (FY 2017-2018). Flood Control Maintenance District No. 1 includes residential tracts and commercial developments throughout the City.

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

A RESOLUTION OF THE CITY COUNCIL FO THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE CONTINUED OPERATION OF THE CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, CONFIRMING THE ASSESSMENT AND DIAGRAM AND ORDERING THE LEVY AND COLLECTION OF SPECIAL ASSESSMENTS FOR FISCAL YEAR 2017-2018.

Introduced by: Habib Motlagh, City Engineer

PUBLIC COMMENT:

- E. Consideration to introduce the First Reading of Ordinance Number (next in order) regarding Zone Change 17-05002, a proposal to re-zone a .7 acre parcel with an existing 9,700 sq. ft. commercial building, from R-6,000-Single Family Residential to CN-Commercial Neighborhood, in order to provide consistency with the current General Plan land use designation of NC-Neighborhood Commercial. The subject parcel is located between Navajo Road and Apache Road, north of Indian Hills Circle, at 802 Navajo Road. (Applicant: City of Perris).

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 ZONE CHANGE 17-05002, A CITY INITIATED ZONE CHANGE TO RE-ZONE A .7 ACRE PARCEL, WITH AN EXISTING 9,700 SF COMMERCIAL BUILDING, LOCATED BETWEEN NAVAJO ROAD AND APACHE ROAD, NORTH OF INDIAN HILLS CIRCLE, AT 802 NAVAJO ROAD, FROM R-6000 (SINGLE FAMILY RESIDENTIAL) TO CN (COMMERCIAL NEIGHBORHOOD), TO PROVIDE CONSISTENCY WITH THE GENERAL PLAN AND MAKE FINDINGS IN SUPPORT THEREOF

Introduced by: Clara Miramontes, Director of Development Services

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. Approve the 2017/18 and 2018/19 Fiscal Year Budget for all City funds.

Introduced by: Jennifer Erwin, Assistant Finance Director

PUBLIC COMMENT:

- B. Discussion of proposed 2017 Update to the Parks and Recreational Facilities Development Impact Fees.

Introduced by: Darren Madkin, Interim Assistant City Manager

PUBLIC COMMENT:

- C. Chamber of Commerce Update.

Introduced by: Richard Belmudez, City Manager

PUBLIC COMMENT:

- D. Consideration to appoint a City Councilmember as a voting delegate and alternate for the League of California Cities Annual Conference.

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: June 13, 2017
SUBJECT: *Approval of Minutes*

BACKGROUND: None.

FISCAL IMPACT: None.

- **RECOMMENDATION:** Motion to approve the Minutes of the Regular Joint Meeting held on May 30, 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 *JLH*
Approved by: Nancy Salazar, City Clerk

Attachments:

- Minutes of the Regular Joint Meeting held on May 30, 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 30, 2017

06:30 PM

Place of Meeting: City Council Chambers

CLOSED SESSION

Mayor Vargas called the Closed Session to order at 5:30 p.m.

ROLL CALL

Present: Corona, Rabb, Rogers, Burke, 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 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

The City Council adjourned to Closed Session at 5:31 p.m.

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

Mayor Vargas called the Regular City Council meeting to order at 6:30 p.m.

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

Present: Corona, Rabb, Rogers, Burke, Vargas

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

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

In the absence of Pastor Benjamin Briggs, Councilwoman Rogers gave the invocation.

4. PLEDGE OF ALLEGIANCE:

Councilmember Corona led the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

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

6. PRESENTATIONS/ANNOUNCEMENTS:

- A. Presentation of Certificates for the Miss California Regional Pageant.

This item was tabled to a future City Council meeting.

- 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. 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 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.

The Mayor called for a motion.

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

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

NOES:

ABSENT:

ABSTAIN:

8. CONSENT CALENDAR:

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

Assistant City Attorney Khuu noted that regarding Item 8.F. the public hearing that is referenced would take place during Item 9.E.

- A. Approved the award of Contract for Perris Boulevard Widening Project to Mamco, Inc. dba: Alabbasi.
- B. Approved the award of Contract to Admiral Weighing Systems, Inc. and reject all other bids regarding Dan's Feed & Seed installation of New Truck Scale.
- C. Approved the award of bid for the Foss Field Improvement Project to T.J. Janca Construction Inc.
- D. Adopted Resolution Number 5114 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).

Resolution Number 5114 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. Received and filed the SAS 114 Audit Planning Letter from Teaman, Ramirez & Smith, Inc. (City Audit Firm).
- F. Approved 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. Approved 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. Approved the Monthly Check Register for April 2017.

The Mayor called for a motion.

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

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

NOES:
 ABSENT:
 ABSTAIN:

9. PUBLIC HEARINGS:

- A. Introduced the First Reading of Ordinance Number 1344 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 First Reading of Ordinance Number 1344 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 (FPPC) CAMPAIGN DISCLOSURE STATEMENTS

This item was presented by Assistant City Attorney Khuu.

The Mayor opened the Public Hearing at 6:48 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 6:48 p.m.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Malcolm Corona to Approve the First Reading of Ordinance Number 1344 as presented.

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

NOES:
 ABSENT:
 ABSTAIN:

- B. Introduced the First Reading of Ordinance Number 1345 updating the City of Perris Municipal Code.

The First Reading of Ordinance Number 1345 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

This item was presented by Assistant City Attorney Khuu.

The Mayor opened the Public Hearing at 6:50 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 6:50 p.m.

The Mayor called for a motion.

M/S/C: Moved by Tonya Burke, seconded by Malcolm Corona to Approve the First Reading of Ordinance Number 1345 as presented.

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

NOES:

ABSENT:

ABSTAIN:

C. This item was continued to a future City Council Meeting.

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

Associate Planner Perez gave the presentation regarding this item.

The following Councilmember's spoke:

Rabb

Corona

**Vargas
Rogers
Burke**

Mr. Michael Naggar spoke on behalf of the applicant.

The Mayor opened the Public Hearing at 7:51 p.m.

The following people spoke at Public Comment:

Flo Cohen

Candace Reines

Lynette Pine

Deedra Corona

Douglas Corona

The Mayor closed the Public Hearing at 8:06 p.m.

The Mayor called for a motion.

M/S/C: Moved by Tonya Burke, seconded by Rita Rogers to Approve a continuance of this item to a future City Council meeting.

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

NOES:

ABSENT: Michael Vargas

ABSTAIN:

- D. Adopted Resolution Number 5115 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; Introduced the First Reading of Ordinance Number 1346 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 Ordinance Number 1346 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**Resolution Number 5115 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 BLVD., AND MAKING FINDINGS IN SUPPORT THEREOF****Associate Planner Sbardellati gave the presentation on this item.****The Mayor opened the Public Hearing at 8:41 p.m.****The following person spoke at Public Comment:****William Allen****The Mayor closed the Public Hearing at 8:42 p.m.****The Mayor called for a motion.****M/S/C: Moved by Tonya Burke, seconded by David Starr Rabb to Approve the First Reading of Ordinance Number 1346 and Resolution Number 5115 as presented.****AYES: Malcolm Corona, David Starr Rabb, Rita Rogers, Tonya Burke, Michael Vargas****NOES:****ABSENT:****ABSTAIN:**

- E. Adopted Resolution Number 5116 amending the Rubbish Collection Charges pursuant to the Agreement with CR&R.**

Resolution Number 5116 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****Assistant Finance Director Erwin gave the presentation on this item.****The following Councilmember's spoke:****Burke****Corona****The Mayor opened the Public Hearing at 8:48 p.m.****There was no Public Comment.****Assistant City Attorney Khuu requested that the City Clerk state if the City had received any written comments or protests in regards to this item.****City Clerk Salazar stated that the City had received 25 written**

protests.

Assistant City Attorney Khuu noted that this was below the 50% + 1 required to overcome the rate increase.

The Mayor closed the Public Hearing at 8:49 p.m.

The Mayor called for a motion.

M/S/C: Moved by Tonya Burke, seconded by Malcolm Corona to Approve Resolution Number 5116 as presented.

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

NOES:

ABSENT:

ABSTAIN:

10. BUSINESS ITEMS:

- A. Appointed Alfonso Hernandez to fill one open seat on the Planning Commission.

City Manager Belmudez introduced this item.

The following applicants spoke:

Alfonso Hernandez

Sherri Kriessig

Andre Mitchell

Jason Reed

The following Councilmember's spoke:

Burke

Vargas

There was no Public Comment.

The Mayor appointed Alfonso Hernandez to the City of Perris Planning Commission and asked for a motion to ratify the appointment.

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by David Starr Rabb to Approve the appointment of Alfonso Hernandez to the City of Perris Planning Commission

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

NOES: Rita Rogers

ABSENT:

ABSTAIN:

11. PUBLIC COMMENT/CITIZEN PARTICIPATION:

The following people spoke at Public Comment:**Matthew Johnson****Joshua Naggar****Katie Keyes****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 9:39 p.m.

Respectfully Submitted,

Nancy Salazar, City Clerk

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: June 13, 2017

SUBJECT: Consideration to Adopt the Second 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 and approve a contract with NetFile;

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: Adopt the Second 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 and approve a contract with NetFile;

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 and Statement Economic Interest (Form 700). 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.

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:

The cost of NetFile is \$8400.00 per year for both modules. This represents a savings of \$2000.00 per year as opposed the separate rate for each individual module.

RECOMMENDATION:

It is recommended that the City Council adopt the Second 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 and approve the contract with NetFile.

Reviewed by:

City Attorney: Yes-Assistant City Attorney Robert Khuu

Assistant Finance Director Jennifer Erwin *JE*

Interim Assistant City Manager Darren Mackin *DM*

Consent: Yes

Public Hearing:

Business Item:

Attachments:

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

Proposed Contract with NetFile

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

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN
CITY OF PERRIS, CALIFORNIA
AND
NETFILE, INC.**

This agreement for the performance of services ("Agreement") is made and entered into on this 1st day of July, 2017 ("Effective Date"), by and between NetFile, Inc., a California corporation, with its principal place of business located at 2707 Aurora Road, Mariposa, California 95338 ("Contractor"), and the City of Perris, California, with its principal place of business located at 101 N. D Street, Perris, CA 92570 ("City"). City and Contractor may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

Whereas:

- A. City desires to continue with professional services more fully described in this Agreement;
- B. Contractor represents that it, and its sub-contractors, if any, have the professional qualifications, expertise, desire and any license(s) necessary to provide certain goods and/or required services of the quality and type which meet the City's requirements; and,
- C. The Parties have specified in this Agreement the terms and conditions under which such services will be provided and paid for.

Contractor and City agree as follows:

AGREEMENT PROVISIONS

1. SERVICES TO BE PROVIDED

City employs Contractor to perform the services ("Services") more fully described in Exhibit A entitled, "SCOPE OF SERVICES." Exhibit A is attached and incorporated by this reference. Except as otherwise specified in this Agreement, Contractor shall furnish all necessary technical and professional services, including labor, material, equipment, transportation, supervision and expertise to satisfactorily complete the work required by City at his/her own risk and expense.

2. TERM OF AGREEMENT

The term of this Agreement shall begin on the Effective Date of July 1, 2017 and terminate at the end of the day June 30, 2022. The fee for this service is listed in the "Compensation and Payment" section below. After June 30, 2022, this Agreement for continued service may be renewed annually by City at mutually agreed upon rates.

3. COMPENSATION AND PAYMENT

- a. For the time period of July 1, 2017 through June 30, 2022, Contractor will provide for the use of the Form 700 system (for your approximately 60 filers) and Campaign Disclosure system (all committees filing to the City) at an ongoing annual rate of eight thousand four hundred dollars (\$8,400.00) and be guaranteed through July 15, 2022. The total compensation under this Agreement shall not exceed \$42,000.
- b. The above rate includes a combined annual discount of \$2,000 from the regular annual fee of ten thousand four hundred dollars (\$10,400.00). This annual discount was a promotion made at the annual City Clerks Conference in 2017.
- c. Contractor agrees to pay for any and all application fee(s) to the FPPC for approving the system for paperless filing for the City. This includes the initial application fee of \$1,000 and any additional fees the FPPC requires to continue with the paperless filing status of the City for as long as the City is a client of the Contractor.
- d. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice.

4. NO ASSIGNMENT OF AGREEMENT

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City.

5. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

6. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

7. SUBCONTRACTING

None of the Services under this Agreement shall be performed by subcontractors unless Contractor specifically identifies subcontractors in writing and City pre-approves such subcontractors in writing. Contractor shall be as fully responsible to City for the acts and omissions of its

subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

8. USE OF CITY NAME OR EMBLEM

Contractor and its employees, agents and representatives will not, without the prior written consent of City in each instance, use in advertising, publicity or otherwise the name of City or any affiliate of City, or any officer or employee of City, nor any trade name, trademark, trade device, service mark, symbol or any abbreviation, agreement or simulation thereof owned by City or its affiliates, nor represent, directly or indirectly, that any product or service provided by Contractor has been approved or endorsed by City, nor refer to the existence of this Agreement in press releases, advertising or materials distributed to prospective customers. Notwithstanding the foregoing, Contractor may acknowledge, when asked, that the City is a NetFile client.

9. AUDITS

City, through its authorized representatives, has the right during the term of this Agreement, and for three (3) years from the date of final payment for goods and/or Services provided under this Agreement, to audit the books and records of Contractor regarding matters covered by this Agreement. Contractor agrees to maintain accurate books and records in accordance with generally accepted accounting principles. Any expenses not so recorded shall be disallowed by City. Contractor agrees to help City meet any reporting requirements with respect to Contractor's Services if requested by City in writing.

10. QUALIFICATIONS OF CONTRACTOR

Contractor represents that its personnel are qualified to furnish Services of the type and quality which City requires. City expressly relies on Contractor's representations regarding its skills and knowledge. Contractor shall promptly perform all Services requested by City in a safe manner and in accordance with all federal, state, and local operation and safety regulations. Contractor shall work closely with and be guided by City. Contractor shall also perform all work in accordance with generally accepted business practices and performance standards of the industry.

11. MONITORING OF SERVICES

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable city, City, state, and federal requirements. If any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

12. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from known defects, in a timely manner, and shall conform to the specifications, requirements, and instructions upon which this Agreement is based.

Contractor agrees to promptly replace or correct any incomplete, inaccurate, or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor.

Contractor further warrants and represents that it is the owner of or has acquired the rights to use (including derivative rights) the software, technology or otherwise that is required to provide all related materials and services as set forth in Exhibit A, without violating any rights of any third party, and there is currently no actual or threatened suit by any such third party based on an alleged violation of such third-party rights by Contractor.

Contractor further warrants that NetFile servers have a guarantee uptime of 99% (which includes all scheduled maintenance throughout the year) and for so long as City shall pay the fees described in this Agreement (a) the System will be materially free of errors, and (b) Contractor will provide the Professional Services in a professional and workmanlike manner consistent with the highest industry standards. Contractor further warrants, during the term of this Agreement, that (i) the NetFile servers will be free of any Harmful Code (as defined below), and (ii) Contractor will not interfere with or disrupt City's or the User's use of the System. For purposes of this Agreement, the term "Harmful Code" means any software code with the ability to damage, interfere with, or adversely affect computer programs, data files, or hardware without the consent or intent of the computer user. This definition includes, but is not limited to, self-replacing and self-propagating programming instructions commonly called "viruses," "Trojan horses" and "worms." Contractor agrees to implement reasonable procedures adequate to prevent any software, link or code provided to City hereunder from being contaminated with Harmful Code. If Contractor learns of or suspects the existence of any Harmful Code, Contractor will immediately notify City and make every effort to remove the Harmful Code.

13. NON-DISCRIMINATION

Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

14. CONTRACTOR TO HOLD CITY HARMLESS

Contractor agrees to indemnify, protect, defend, and hold harmless the City, its City Council, officers and employees from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim, arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the performance of the Services by Contractor, its agents, subcontractors and/or assigns under this Agreement.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall purchase and maintain in full force and effect, at no cost to City insurance policies with respect to employees assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C attached and incorporated by this reference.

16. AMENDMENTS

This Agreement may be amended only with the written consent of both Parties.

17. INTEGRATED DOCUMENT

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

18. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect and which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless..

19. LAW GOVERNING CONTRACT

This Agreement shall be governed and interpreted using the laws of the State of California.

20. VENUE

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

21. ELECTION OF REMEDIES

The pursuit by any Party of any specific remedy shall not exclude any other remedy available to the Party.

22. CONFLICT OF INTERESTS

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

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. Contractor shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Contractor will be performing a specialized or general service for the City and there is substantial likelihood that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Contractor and its officers, agents or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

23. TERMINATION OF THE AGREEMENT

a. Termination Without Cause

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

b. Termination For Cause

For purposes of this Agreement, the term "default" shall mean the failure of any Party to perform any material obligation in the time and manner provided by this Agreement. Either Party may terminate this Agreement in the event of a default by the other Party by providing a written Notice of Termination to the defaulting Party. Such Notice of Termination shall become effective no less than ten (10) calendar days after a Party receives such notice. Such Notice of Termination for cause shall include a statement by the terminating Party setting forth grounds for determination of default under the Agreement. In the event this Agreement is terminated for cause as set forth under this section, City shall pay Contractor for all Services satisfactorily performed up to the date the Agreement is terminated. City may deduct from such payment the amount of actual damage, if any, sustained by City due to Contractor's failure to perform the Services or for breach of this Agreement.

c. Opportunity to Cure Default

Upon receipt of a Notice of Termination for Cause by a Party arising from its default under this Agreement, the defaulting Party shall have five (5) days from the receipt of such notice to cure the default by making such payment or performing the required obligation. If the default is cured to the mutual satisfaction of the Parties, the Agreement shall remain in effect upon written acceptance of the cure by the Party who issued the Notice of Termination for Cause.

In addition to, and cumulative to all other remedies in law, at equity and provided under this Agreement, in the event Contractor is in material default of its duties or obligations under this Agreement and it fails to cure the default within five (5) days after receipt of written notice of Termination for Cause from City, City may, without waiving any other rights under this Agreement, elect to withhold from the payments due to Contractor under this Agreement during the period beginning with the 6th day after Contractor's receipt of notice of Termination for Cause, and ending on the date that the default has been cured to the reasonable satisfaction of City, an amount that is in proportion to the magnitude of the default or the service that Contractor is not providing. Upon curing of the default by Contractor, City will cause the withheld payments to be paid to Contractor, without interest.

d. Termination Due to Unavailability of Funds

When funds are not appropriated or otherwise made available by the City to support continuation of performance, the Agreement shall be cancelled and the Contractor shall be reimbursed for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services delivered under the Agreement prior to termination.

e. Data Recovery

If the services are terminated for any reason, the City will receive a copy of all data created in the system, in a format of the City's choosing, by the City within 10 working days of notification of termination.

f. Deletion of Data

The City has the right at any time during the contract period as well as upon the termination of the Agreement to instruct the Contractor to delete all City created data in the system. This request must be in writing and the Contractor has 21 working days to complete the deletion of the data from the system.

g. Waiver

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

h. 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, 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.

i. Completion of Work After Termination for Default of Contractor

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 23(c), take over the work and prosecute the same to completion by contract or otherwise, and 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), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

j. Attorneys' Fees

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

24. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Perris
City Clerk
101 N. D Street
Perris, CA 92570

And to Contractor addressed as follows:

NetFile

2707 Aurora Road
Mariposa, CA 95338
or by facsimile at (209) 391-2200

25. HOSTING SERVICES

a. Availability of Services.

Subject to the terms of this Agreement, Contractor shall use its best efforts to provide online access to the City and filers of FPPC forms for twenty-four (24) hours a day, seven (7) days a week upon completion of the parsed database and accepted by the City and thereafter, throughout the term of this Agreement. City agrees that from time to time Contractor's servers may be inaccessible or inoperable for various reasons, including: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Contractor may undertake from time to time; or (iii) causes beyond the control of Contractor or which were not reasonably foreseeable by Contractor, including interruption or failure of communications or transmission links, hostile network attacks or other failures (collectively "Downtime"). Contractor shall provide forty-eight (48) hour advance notice to City in the event of any scheduled Downtime. Contractor shall use its best efforts to minimize any disruption, inaccessibility and/or inoperability in connection with the Downtime, whether scheduled or not. In the event of any Downtime, City shall be entitled to a pro-rata reduction of any payments due and payable to Contractor for such period.

b. Backups.

Contractor shall maintain backup servers and telecommunications connections and maintain weekly backups of City's database of FPPC Form filings on such backup servers. Contractor's disaster recovery and contingency planning, equipment, software, and telecommunications connections shall enable Contractor to provide City access on and from such backup servers within forty-eight (48) hours of any disruption in service.

c. Storage and Security.

Contractor shall operate and maintain the servers in good working order with access restricted to qualified employees of Contractor and persons specifically designated by City. Contractor shall undertake and perform the measures set forth in Exhibit A to ensure the security, confidentiality subject to Section 25 d. below, and integrity of all City content and other proprietary information transmitted through or stored on Contractor's server(s), including, without limitation: (i) firewall protection; (ii) maintenance of independent archival and backup copies of the City's content; and (iii) protection from any network attack and other harmful, malicious, or disabling data, work, code or program.

d. Non-Disclosure.

Contractor shall comply with all laws and regulations applicable to the gathering, processing, storing, transmitting and dissemination of personal information. Contractor will not disclose

any personal information accepted as required pursuant to the FPPC Forms laws, without City's prior written consent, unless such disclosure is (i) authorized pursuant to the FPPC Disclosure laws; (ii) required by law or regulation, but only to the extent and for the purpose of such law or regulation; (iii) is in response to a valid order of any court of competent jurisdiction or other government body, but only to the extent of and for the purpose of such order, and only if Contractor first notifies City of the order and permits City to seek an appropriate protective order; or (iv) with written permission of City in compliance with any terms or conditions set by City regarding such disclosure.

26. OWNERSHIP OF DATA

a. Data Created By and For the City

All data, drawings, specifications, reports, records, documents and other materials created by Contractor, its employees, subcontractors and agents in the performance of this Agreement and all data created in the system by the City or users authorized by the City shall be the property of the City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

b. Contractor's Source Code

All source code created by the Contractor is the property of the Contractor.

27. UPGRADES TO SYSTEM

All upgrades to the system by Contractor will be provided to the City free of charge unless mutually agreed upon by both parties in writing.

28. LIABILITY FOR CITY SCANNED DOCUMENTS

City accepts any and all liability resulting from the placement of documents scanned by the City that are made available on the Internet for public viewing through the services of the Contractor. In no event does the Contractor accept liability created by any document scanned into the System by the City.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly and authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

29. MISCELLANEOUS PROVISIONS

a. 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.

b. 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.

c. 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.

d. Representative of Contractor.

_____ is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Contractor without the express written approval of City.

e. Contract Officer.

The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Contractor.

[SIGNATURES ON NEXT PAGE]

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

ATTEST:

"CITY"
CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

By: _____
Michael M. Vargas, Mayor

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Eric L. Dunn, City Attorney

"CONTRACTOR"
Netfile, Inc., a California Corporation

By: _____
Signature
Tom Diebert
Print Name and Title

By: _____
Signature

Print Name and Title

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

[END OF SIGNATURES]

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN
CITY OF PERRIS, CALIFORNIA
AND
NETFILE**

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's Proposal, dated December 19, 2016, which is added to this Exhibit A and incorporated by this reference.

EXHIBIT A – CONTRACT SPECIFICS

A. Expected Outcome

NetFile will develop and maintain a system that permits the City of Perris ("City") and users authorized by the City to (1) Electronically file both Campaign Statements as well as Statements of Economic Interest, Form 700 ("SEI") and to be available, at the option of the City (in redacted form) for public viewing of documents over the Internet through a link on the City's website; (2) maintain a database of all the FPPC Campaign Statements and SEI forms to track filings and generate filing deadline and amendment letters and (3) allow the City to scan Campaign Statements and SEI reports/forms not submitted electronically.

B. Deliverables

NetFile will continue to have ready for use a system that permits (1) electronic filing of FPPC Campaign Statements and Statement of Economic Interest, Form 700 ("FPPC Forms"); (2) at the option of the City, availability of all FPPC Forms in an electronic format to be available (in redacted form) for public viewing of documents over the Internet through a link on the City's website; (3) maintaining a database of the FPPC Forms to track filings and generate filing deadline and amendment letters and (4) allow the City to scan FPPC Forms not submitted electronically.

C. Scope of Service

1. From the date of execution of the service agreement, NetFile will develop and maintain a system that:

(a) For Filers Using the Internet:

- i. Allows the City to provide to Filers who have their own access to the Internet, a user ID and password which is used to log on to a secure site hosted on NetFile's web server but accessible via the City's web site.
- ii. Allows Filers who have their own access to the Internet, to log on to, enter data in, and upload to NetFile's secure site electronic formats of FPPC Forms.
- iii. Once the forms have been uploaded, NetFile's secure site validates the submitted filing and notifies the Filer that the filing was accepted or, if declined, explains why the filing was declined.
- iv. Allows Filers to print a copy, using Adobe Acrobat Reader, of the forms that they upload to NetFile's secure site.
- v. Allows Filers to access earlier validated electronically filed forms.

(b) For the City:

- i. Allows tracking of Filers and all electronically filed forms in a database.
- ii. Allows City to scan hard copy filings and post to the online searchable database provided a liability waiver is signed by the City absolving NetFile of any liability associated with manually redacted documents not under the control of NetFile during the redaction process.

(c) For All FPPC Forms Uploaded to NetFile's Secure Site:

- i. Produces two versions in .pdf format of the FPPC Forms: one version, not accessible by the public, will include all information as filed (non-redacted); the other version, at the option of the City, accessible by the public, will have all street addresses and bank account information, if applicable, blocked from view.

(d) For the Public:

- i. At the option of the City, allows the public to search and view electronically filed documents (with street addresses, if applicable, blocked from view) over the Internet.
- ii. If a document was not available electronically, NetFile's secure site will notify the searcher that the document is available for viewing in the office of the City Clerk.

2. NetFile's system will, among other things:

- Issue an ID number and password for Filers.
- Grant different user access and security levels for City staff.
- Store and edit general information about Filers.
- Store and edit all filings by individual statement periods where applicable.

- Generate notification letters telling the filer of the upcoming filing deadline.
- Indicate how filings were received.
- Track deadlines for filings and amendments and generate letters notifying Filers of delinquencies.
- Track delinquencies and generate letters notifying Filers of fines.
- At the option of the City, allow the public to search and view the database and complete list of electronic filings (with addresses and bank account information, if applicable, redacted) via the Internet.
- At the option of the City, allow the public to search and view the database and complete electronic filings (without addresses and bank account information redacted) on a computer provided by the City located in the City's office.
- Have sufficient back-up hardware and/or software and/or policies and procedures to ensure that data under the control of NetFile, relative to this Agreement, is not irretrievably lost or destroyed.

3. NetFile will also:

- Provide unlimited support to the City staff by email or phone during NetFile's normal working business hours.

4. All intellectual property, including existing source code or additional source code written for the purpose of developing this system for the City, will be the sole property of NetFile. If NetFile were to cease operations during the contractual period, NetFile would provide to the City all source code relative to the City's system.

D. Performance Standards

Performance standards are based upon providing deliverables according to the timeline for performance as determined by Contractor Officer, and whether the system meets the expected outcome in terms of timeliness and functionality.

NetFile servers have a guaranteed uptime of 99%.

F. Payment Schedule

The payment for services shall be as follows: Annual billing of \$8,400 will commence on July 1, 2017 with terms due net 30 days from date of invoice.

G. Additional Terms Submitted by NetFile

LIMITATION OF LIABILITY

The maximum liability to the City by NetFile and its licensors, if any, under this agreement, or arising out of any claim by the City related to NetFile's services, products, equipment or software for direct damages, whether in contract, tort or otherwise, shall be limited to the total amount of fees received during the last 12 months by NetFile from the City hereunder up to the

time the cause of action giving rise to such liability occurred. In no event shall NetFile or its licensors be liable to the City for any indirect, incidental, consequential, or special damages related to the use of NetFile's services, products, equipment or software or NetFile's failure to perform its obligations under this agreement, even if advised of the possibility of such damages, regardless of whether NetFile or its licensors are negligent. Provided, however, that for any peril or exposure insured against under the insurance required pursuant to Exhibit C, the limits of liability to City by NetFile shall not be less than the amount of applicable, valid, and collectible insurance set forth in Exhibit C.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN
CITY OF PERRIS, CALIFORNIA
AND
NETFILE**

EXHIBIT B

SCHEDULE OF FEES

During the initial time period of July 1, 2017 through Jun 30, 2022, City shall pay NetFile the annual rate of eight thousand four hundred dollars (\$8,400.00) ongoing for the Statement of Economic Interests and Campaign Disclosure system. See Section 3. COMPENSATION AND PAYMENT for additional future rate details.

All invoices shall be submitted to the City Clerk at the address shown below:

City of Perris
101 N. D Street
Perris, CA 92570

Contractor shall submit the following information with each invoice:

- (a) Date of invoice;
- (b) Detailed description of Deliverable
- (c) Price, as applicable; and,
- (d) Any other information required by the City's Finance Director

City and Contractor agree to negotiate in good faith as to any disputes regarding the payment of Contractor's invoices by City.

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN
CITY OF PERRIS, CALIFORNIA
AND
NETFILE**

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE COVERAGE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall purchase and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage that shall in no event be less than, the following:

\$1,000,000 each occurrence
\$1,000,000 general aggregate
\$1,000,000 personal injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

B. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars (\$1,000,000) policy limit Illness/Injury by disease, and one million dollars (\$1,000,000) for each Accident/Bodily Injury.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

C. PROFESSIONAL LIABILITY OR ERROR AND OMISSIONS INSURANCE

1. A policy of Technology Services Errors and Omissions Liability insurance in an amount not less than \$2,000,000.00 per claim with respect to loss arising from the actions of Contractor performing professional services hereunder on behalf of the City, including Contractor's infringement of copyright; trademark, trade dress, trade name, service mark, service name, title or slogan; or patent.

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

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

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

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



NetFile
2707 Aurora Road
Mariposa, CA 95338
Tel (209)742-4100
Fax (209)391-2200

Exhibit A

December 19, 2016

Judy L. Haughney, CMC
City of Perris, City Clerk's Office
101 N. D Street
Perris, CA 92570

Dear Judy:

Thank you for the e-mail today regarding our systems. As promised, here is some background information as well as a proposal for our e-filing and administration systems for both the Campaign Disclosure filings as well as the Form 700 SEI filings.

How NetFile Works

NetFile is a hosted solution that provides you with an extremely affordable solution that will enable you to electronically file Campaign Statements and/or Form 700 filings. No IT involvement is required. You don't have to waste time or effort or risk a breach of your own servers by hosting yourselves.

Who Uses NetFile

NetFile is being used by over 100 local government agencies in CA today. In Southern CA alone our clients include the Cities of Anaheim, Burbank, Carlsbad, Chula Vista, Covina, Glendale, Glendora, Huntington Beach, Irvine, Lake Forest, Laguna Niguel, Murrieta, Oceanside, Pasadena, Rancho Cucamonga, Redondo Beach, Rialto, San Bernardino, San Diego, San Dimas, San Luis Obispo, Santa Ana, Santa Barbara, Santa Maria, Santa Monica, Shafter, South Pasadena, Ventura, West Hollywood, and Westminster. Our County clients in Southern CA include the Counties of Orange, San Bernardino, San Luis Obispo, Riverside, and Ventura as well. Other outside agencies in Southern CA include Banning Unified School District, Gold Coast Health Plan, Riverside Transit Agency, Riverside Unified School District, South Coast Air Quality Management District, Southern California Association of Governments, and the Western Riverside County Regional Conservation Authority.

Cost Information

NetFile does not charge any costs upfront. No setup fees to worry about. Our ongoing quarterly fee includes everything (unlimited training, support, maintenance). All form changes and system updates are included as well. Don't be fooled with false economics showing software you own is less expensive. If you buy software and want to compare with our service, you need to add all the hidden costs you have for IT labor, hardware to run the software, bandwidth to host the product online, and all the extra IT time to apply security updates and patches. The cost for both systems for you would be as follows:

Campaign Disclosure Paperless E-filing/Admin/Public Viewing Portal: \$2,100/quarter*

Form 700 Paperless E-filing/Admin/Public Viewing Portal: \$500/quarter* for your approximately 60 filers.

*If you take both systems at the same time, we can offer you a discount of \$400/quarter which would give you a resulting quarterly rate of \$2,200/quarter. If you prefer an annual billing we can offer you an additional savings of \$400/year. The annual rate including both systems would be \$8,400/year. We can guarantee this rate for up to 5 years.

All of our contracts offer 30 day out clauses for any reason so if you don't want to use it you don't have to. This gives you peace of mind. The good news is we have never had anyone take us up on that.

NetFile Features

Both systems include your setup, admin portal (allowing you to automate letters and generate status reports), filer portal (where the filer creates and electronically files their documents), INDUSTRY EXCLUSIVE mobile device Form 700 filer platform, INDUSTRY EXCLUSIVE public viewing portal (this automatically shows the redacted filing online without you having to scan or upload documents), and a private viewing portal (we can lock down any number of computers you wish in your office that you can point the public to search unredacted documents). All the interested party has to do is pick the filing they want and if they want a hard copy, click on the print button that would print to one of your printers behind your counter. All staff has to do is charge the per copy document fee! NetFile PAYS for your FPPC \$1,000 paperless application fee. This fee will cover you for up to 5 years or until the FPPC deems there is any major software change. No matter what, NetFile will pay the fee.

How Long Does it Take to Setup?

Currently our lead time is 2 weeks to set up a new agency. This is subject to change. To become a paperless filing agency for Campaign Disclosure requires an ordinance change. We can send you ordinances from other Cities to review. For Form 700 the FPPC has to approve you to become paperless and this takes approximately 2 weeks.

The NetFile Difference

The City of San Diego made history with our Campaign system having the first ever paperless campaign statement filed on January 22, 2013. Since then, we have had approximately half of our agencies change their local campaign ordinance to reflect the paperless filing being the filing of record. Changing your ordinance is all you have to do! As mentioned above, I can send you samples of other agencies ordinances so you don't have to reinvent the wheel for your ordinance.

For Statements of Economic Interests, NetFile leads the way. Starting the end of 2006 for the County of San Bernardino as well as the Cities of Anaheim and San Diego, NetFile beat the competition to the market by 2 years. NetFile has industry exclusive features for the SEI system as well (no other company gives you a public viewing portal that automatically shows redacted filings plus no other company has mobile apps for filers to use).

One of the most important advantages with NetFile is all your revenue spent with NetFile stays in CA. NetFile is proud of the fact we are 100% based in CA. If you need any additional information, just let me know.

Best regards,



Tom Diebert
Vice President, NetFile

**CITY COUNCIL
AGENDA SUBMITTAL**

Meeting Date: June 13, 2017

SUBJECT: **Second Reading of an Ordinance** approving Specific Plan Amendment 16-05077 to change the land use designation of 7.48 acres containing an existing self-storage facility with an approved expansion area of 1.57 acres from Commercial to Light Industrial within the Perris Valley Commerce Center Specific Plan. Applicant: Charles Ware, Perris Self-Storage

REQUESTED ACTION: **ADOPT Ordinance No. 1346 approving Specific Plan Amendment 16-05077** based on the findings and information contained in this submittal and attachments.

CONTACT: Clara Miramontes, Director of Development Services 

BACKGROUND/DISCUSSION:

On May 30, 2017, the City Council approved (5-0-0) and introduced the first reading of an Ordinance to change the land use designation of 7.48 acres containing an existing self-storage facility with an approved expansion area of 1.57 acres from Commercial to Light Industrial within the Perris Valley Commerce Center Specific Plan. The facility is addressed as 3010 N. Perris Blvd. Upon adoption, the Ordinance will become effective thirty days thereafter (July 12, 2017).

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

Prepared by: Diane Sbardellati, Associate Planner

Asst. City Manager: Darren Madkin 

Asst. Finance Director: Jennifer Erwin 

City Attorney: N/A

Consent: **June 13, 2017**

Attachments: C.C. Ordinance, City Council Submittal dated May 30, 2017 (with attachment)

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

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. A Public Works Administration Condition of Approval to annex both the new and existing areas of landscaping into the landscape maintenance district (LMD) was questioned by the applicant, who has been maintaining the landscaping surrounding the facility for over 15 years in good 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 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.

The 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 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 Categorical 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

Public Hearing: May 30, 2017

ORDINANCE NO. 1346

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

EXHIBIT 1

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)

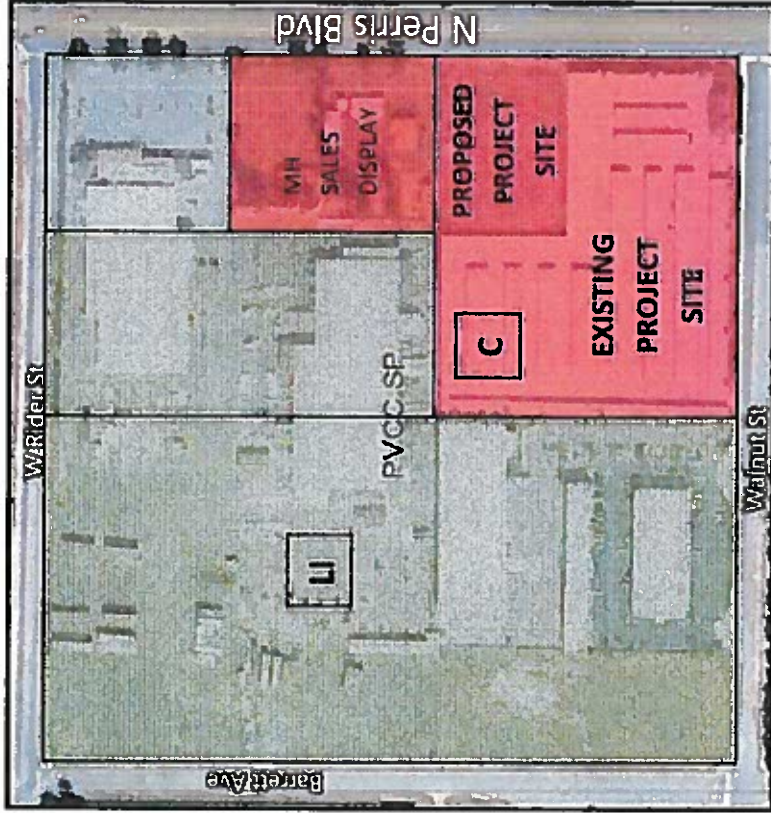
I, Nancy Salazar, CITY CLERK FOR THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Ordinance Number ____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 30th day of May 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

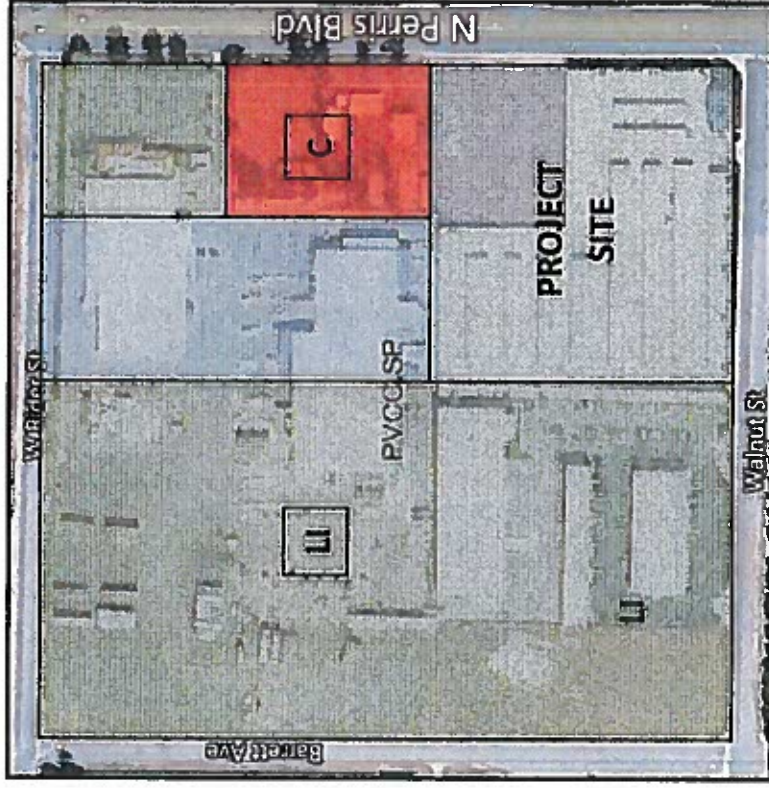
City Clerk Nancy Salazar

Exhibit A: Revised Figure 2.0-1, Specific Plan Land Use Designations

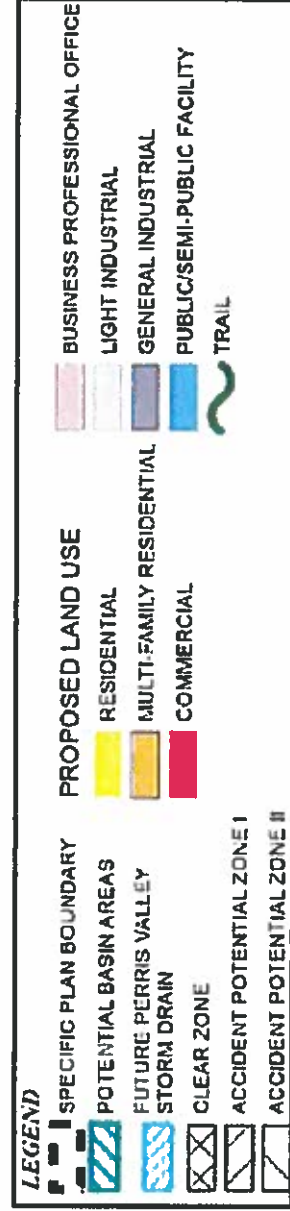
PVCCSP LAND USE MAP – Existing and Proposed



EXISTING SPECIFIC PLAN ZONING



PROPOSED SPECIFIC PLAN AMENDMENT



CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: June 13, 2017

SUBJECT: Award of Contract to David Taussig and Associates to assist the City of Perris establish an annexable Citywide Community Facilities District ("CFD") to fund park and trail maintenance.

REQUESTED ACTION: That the City Council award a contract in the amount of \$30,000, plus administrative expenses (not to exceed \$35,000) to, David Taussig and Associates to assist the City of Perris establish an annexable Citywide CFD.

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

BACKGROUND/DISCUSSION:

Taussig and Associates recently prepared a Development Impact Fee (DIF) study for the City of Perris which included park fees for new development. The new DIF fees could be used to fund construction of new recreational facilities. However, DIF cannot be used for on-going maintenance of parks, trails, and other facilities. The Perris Valley Storm Drain Trail, which is currently under construction, is an example of a recreational facility that could be maintained using a Citywide CFD.

Taussig and Associates submitted a proposal to assist the City of Perris establish an annexable Citywide Community Facilities District ("CFD") to fund park and trail maintenance. Their scope of work will include the below and other services as fully explained in their proposal:

- Preparation of a map of the area within the City of Perris to be included in the CFD, including the initial core area and future annexable areas. The map will identify the zones to be established within the CFD.
- Organize a database of all future annexation parcels within each zone.
- Develop alternative methodologies for apportioning services costs, by land-use.

It is recommended that the City Council approve a contract with Taussig and Associates not to exceed \$35,000. It is further recommended that the City Council amend the Recreation Department budget to include a line item labeled "Citywide Park and Trail CFD" and allocate \$35,000 from general fund reserves to the Citywide Park and Trail CFD budget for FY 2017-18.

BUDGET (or FISCAL) IMPACT: This project is not included in the FY 2017-2018 budget. Staff requests that the City Council amend the Recreation Department budget to include a line item labeled "Citywide Park and Trail CFD" and allocate \$35,000 from general fund reserves to the Citywide Park and Trail CFD budget for FY 2017-18.

Reviewed by:

Assistant Finance Director *JF*

Attachments: Contract Services Agreement for David Taussig and Associates – Park CFD

Consent: X
Public Hearing:
Business Item:
Other:

CITY OF PERRIS

CONTRACT SERVICES AGREEMENT WITH DAVID TAUSSIG AND ASSOCIATES FOR THE DEVELOPMENT OF AN ANNEXABLE CITYWIDE PARK AND TRAIL MAINTENANCE COMMUNITY FACILITIES DISTRICT

This Contract Services Agreement ("Agreement") is made and entered into this 13th day of June, 2017, by and between the City of Perris, a municipal corporation ("City"), and David Taussig and Associates, a California corporation ("Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of thirty five thousand dollars (\$35,000) ("Contract Sum").

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant shall be paid upon receipt of an invoice, in a form approved by the City Manager, describing the services performed.

3.0 COORDINATION OF WORK

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

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

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

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

4.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

4.2 Indemnification.

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

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability

(including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

5.0 TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until December 13, 2017.

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

6.0 MISCELLANEOUS

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

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

6.3 Conflict of Interest. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any state statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. When requested by the Contract Officer, prior to the City's execution of this Agreement, Consultant shall provide the City with an executed statement of economic interest.

6.4 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail, in the case of the City, to the City Manager and to

the attention of the Contract Officer, City of Perris, 101 North "D" Street, Perris, CA 92570, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

ATTEST:

"CITY"
CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

By: _____
Richard Belmudez, City Manager

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Eric L. Dunn, City Attorney

"CONSULTANT"
David Taussig and Associates
5000 Birch Street, Suite 6000
Newport Beach, CA 92660

By: _____
Signature

Print Name and Title

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

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

[See attached Proposal from David Taussig and Associates]

**SCOPE OF WORK/
FEE PROPOSAL**

CITY OF PERRIS

**COMMUNITY FACILITIES DISTRICT
CONSULTING SERVICES**

Public Finance
Public Private Partnerships
Urban Economics
Clean Energy Bonds

April 11, 2017

Newport Beach
Riverside
San Francisco
San Jose
Dallas

EXHIBIT A

PROPOSED SCOPE OF SERVICES

David Taussig and Associates, Inc. (“DTA”) will assist the City of Perris (“Client”) in establishing an annexable Citywide Community Facilities District (“CFD”) to fund park and trail maintenance (the “Services”).¹

DTA’s responsibilities under this Scope of Services will comprise the following:

1. Kick-Off Meeting

Meet with City staff to review services to be funded, initial core area to establish CFD, future annexation area, locations of parks and trails to be included in CFD, City goals and policies, schedule for formation and other issues.

2. Community Facilities District Boundaries (Database Set-Up)

Work with the Client to prepare a map of the area within the City of Perris to be included in the CFD, including the initial core area and future annexable areas. If necessary, the map will identify the zones to be established within the CFD, based on input from City staff and proximity to locations of proposed Services. DTA will organize a database of all future annexation parcels within each zone, based on sources such as the County of Riverside (“County”) Assessor’s Office and park and trails plans/maps provided by the City.

3. Registrar of Voter’s Certification

Request from the County Registrar of Voters confirmation of registered voters’ status residing in the boundaries of the initial core area of the CFD prior to the adoption of the Resolution of Formation (Government Code Section §53322).

4. Services Cost Apportionment Methodology

Develop alternative methodologies for apportioning Services costs, by land-use (e.g., single family attached residential, multi-family attached residential, retail and non-retail commercial/industrial). Typically, cost apportionment methodologies are equivalent dwelling unit-based to reflect benefit. Therefore, development of the methodology alternatives is anticipated to involve determination of dwelling unit equivalencies for each land use type.

¹ The Scope of Work provided assumes the City has already developed “Local Goals and Policies Concerning the Use of the Mello-Roos Community Facilities Act of 1982,” as required by California Government Code Sections 53312.7 and 53345.8.

5. **Preliminary Special Tax Rates**

Based upon the selected cost apportionment methodology, compute special tax rates by land-use type in an amount sufficient to cover projected Services costs, administrative expenses, and reserves, as provided to consultant by City.

6. **CFD Pro Forma**

Prepare a tax spread or cash flow analysis to assist in structuring the levy and collection of the special tax to provide funds when costs are incurred. DTA will recommend alternative techniques to apportion special taxes or time the collection of such taxes to protect the City's General Fund. DTA will prepare up to ten (10) tax spread analyses, utilizing various development scenarios and cost assumptions.

7. **Tax Apportionment Formula**

Prepare special tax apportionment methodology, subject to City constraints and financing objectives, and City policy guidelines. This task includes preparation of the Rate and Method of Apportionment of Special Tax (the "RMA"). Prepare revisions to initial RMA until all parties are satisfied.

8. **Preparation of Boundary Map**

Prepare the CFD boundary map under the Mello-Roos Act and the County Recorder's Office, and record map at County Recorder's Office.

9. **Document Review and Preparation**

Prepare CFD Public Report. Assist CFD Formation Counsel with preparing required documents, including the Resolution of Intention, Resolution of Formation, and related items. Also provide necessary data and advice to CFD Formation Counsel regarding implementing the CFD, including policies that address future annexations.

10. **Public Report**

Prepare the public report which shall contain a description and estimated cost of the proposed public services to be financed by the CFD and related costs and incidental expenses, an explanation of the special tax apportionment methodology, and projections of special taxes for each year of the levy. Ten (10) copies shall be furnished for the City's use.

11. **Meetings/Hearings**

Attend meetings to present and discuss the CFD pro forma, the Rate and Method of Apportionment, and Public Report. If requested, DTA will also attend the City Council meetings at which the Resolution of Intention and the Resolution of Formation are adopted. This task includes attendance at up to four (4) meetings or hearings including the Kick-Off Meeting.

12. Notice of Special Tax Lien

Provide a list of Assessor's Parcels to be attached to the Notice of Special Tax Lien and coordinate its recordation with the County, under the Streets & Highway Code §3114.5.

13. General and Technical Assistance, Disclosure

Answer questions and provide technical advice to City and financing team.

14. Assistance in Determining Services Costs (Optional)

Should the City require assistance in establishing costs associated with the services to be provided to fund park and trail maintenance, DTA shall provide such assistance through use of its existing cost database, as well as additional research, as an Out-of-Scope activity.

15. Annual Administration – Future Annexations (Optional)

The consulting fees associated with Subsequent Annexations will be covered fully under the Annual Administration charged by DTA for the CFD (should DTA first be selected for formation and then to offer administration services).

DTA is happy to provide an estimated fee for such Annual Administration upon further request.

**EXHIBIT B
PROPOSED FEE SCHEDULE**

DTA's proposed fee schedule (excluding expenses) for completion of the activities and tasks identified in Exhibit A will be the amounts stated in Table 1 below. Any additional tasks and professional services beyond those described in the Scope of Services will be billed at the hourly rates in Table 2 below. If the Scope of Services can be completed for less than the maximum amounts, only the hours expended will be billed. No fixed retainer is required under this Fee Schedule.

Table 1 - CFD Formation Services

| Tasks | DTA Proposed Fee Schedule |
|--------------------|---|
| Tasks 1 - 13 | Time & Materials at Hourly Rates in Table 2 not to Exceed Maximum of \$30,000 |
| Task 14 (Optional) | Initial Estimate of Time and Materials - \$5,000 Estimate may be increased if additional work under this task is requested by City |
| Task 15 (Optional) | TBD |

Client will be charged on a time and materials basis, according to the hourly rates in the table below, with invoices being submitted monthly.

Table 2 - Hourly Rates

| David Taussig & Associates, Inc. Calendar Year 2017 Hourly Rates | |
|---|------------|
| President / Managing Director | \$300/Hour |
| Vice President / Engineer | \$250/Hour |
| Senior Associate | \$180/Hour |
| Associate | \$160/Hour |
| Senior Analyst | \$140/Hour |
| Financial Analyst | \$120/Hour |
| Research Assistant | \$100/Hour |

In addition to these hourly rates, out-of-pocket and administrative expenses shall be charged that are equal to 3% of DTA's monthly billings for labor, plus any travel or outside vendor payments, not to exceed a total of \$ 2,000. The preceding budgets, rates, and expenses apply for a 12-month period from execution of an agreement covering such services and are subject to a cost of living increase every twelve (12) months thereafter. DTA reviews its professional fees and hourly rates annually and, if appropriate, adjusts them to reflect increases in seniority, experience, cost-of-living, and other relevant factors. DTA will notify Client before any such increase.

On or about the first two weeks of each month during which services are rendered (unless provided otherwise as discussed above), DTA will present to the Client an invoice covering the current consulting services performed and the reimbursable expenses incurred under the agreement and exhibits thereto. Such invoices will be paid by the Client within thirty (30) days of each invoice. A 1.2% monthly charge may be imposed against accounts not paid within thirty (30) days of each invoice. Any additional services and expenses will be billed on a time and materials basis.

Limitations

This budget covers only those tasks outlined in Exhibit A. Additional consulting services beyond those included in Exhibit A ("Additional Work") may be provided for additional fees if they cause the budget maximum to be exceeded. Any work related to negotiations with the Building Industry Association or individual builders, Memorandums of Understanding, Development Agreements, implementation of the inclusion of future annexation areas, determinations of maintenance and operations costs, City financing guidelines, etc. shall be considered additional work and may require hourly fees above the \$32,500 maximum cited above.

Any Additional Work assigned by Client if the total compensation listed above has been exceeded will be charged at the hourly rates listed above. An excessive number of meetings (over three (3)) or tax spread computer runs (over ten (10)) may also require additional fees if the total compensation has been exceeded. Such additional fees will be added to the "compensation" amounts listed above. Should separate improvement areas or zones be included within a CFD, additional time and materials may be charged, up to a maximum of \$6,000 per improvement area or zone, if these improvement areas or zones cause the maximum compensation levels listed above under Exhibit A to be exceeded.

Development of the "Local Goals and Policies Concerning the Use of the Mello-Roos Community Facilities Act of 1982," as required by California Government Code Sections 53312.7 and 53345.8, would be considered Additional Work and may be charged, up to a maximum of \$5,000, if this work causes the maximum compensation levels listed above under Exhibit A to be exceeded.

The proposed compensation amount assumes the formation of a typical CFD with a schedule between initiation of work and adoption of the Resolution of Formation that is no longer than nine (9) months. If the tasks in the Scope of Services are not completed within

nine (9) months, at any point thereafter, DTA may request an increase in the maximum compensation if total hourly billings to-date exceed the proposed compensation level listed above.

The hourly fees listed above apply for a twelve-month period, and are subject to a cost-of-living increase after that period and annually thereafter.

EXHIBIT "B"

SPECIAL REQUIREMENTS

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EXHIBIT "C"

SCHEDULE OF COMPENSATION

City agrees to compensate Consultant for the services outlined in Exhibit "A" not to exceed the contract sum of \$35,000.00. Consultant shall be paid within thirty (30) days after City's receipt and approval of an invoice submitted by Consultant. Such invoice shall be in a form approved by the City Manager and shall include details as to the number of hours worked and the services performed. Consultant shall be paid for actual work completed on the project.

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: June 13, 2017

SUBJECT: Award of a one year contract to Path of Life Ministries for Fiscal Year 2017-2018 Homeless Services in the City of Perris

REQUESTED ACTION: That the City Council, acting as the board of the Perris Housing Authority, approve a contract services agreement with Path of Life Ministries for Homeless Services not to exceed \$64,940.

CONTACT: Darren Madkin, Deputy City Manager 

BACKGROUND:

In FY 2014-2015 and FY 2015-2016 Path of Life Ministries (POLM) was awarded federal Community Development Block Grant (CDBG) funds for Homeless Outreach services which included street outreach, case management, referrals, community shelter bed nights and transportation vouchers. Additionally, POLM received Housing Authority housing funds for Homeless Outreach during FY 2016-2017.

DISCUSSION:

In 2013, SB 341 was signed into law providing clarification of the housing provisions of the Community Redevelopment Law; and the functions and powers of entities assuming the housing functions of former redevelopment agencies ("Housing Successor"). The Perris Housing Authority is the designated Housing Successor of the former Perris Redevelopment Agency. SB 341 specifically addressed the expenditure of housing funds which are to be spent in the following priority:

- 1. Enforceable Obligations** – Meeting enforceable housing obligations listed on the Perris Recognized Obligation Payments Schedule ("ROPS")
- 2. Enforcement of Affordability Covenants and Administrative Costs** - Costs to monitor and preserve affordability covenants and other administrative costs limited, per fiscal year, to \$200,000 or two percent (2%) of the statutory value of real property and loans and grants receivables of the Housing Successor, whichever is greater.
- 3. Homeless Prevention and Rapid Rehousing Services** - Up to \$250,000 per fiscal year may be spent on homeless prevention and rapid rehousing services for homeless or would-be homeless individuals and families.
- 4. Affordable Housing Projects -- Lower Income Housing** - After expenditures on enforceable, monitoring and homeless prevention obligations are exhausted, any remaining housing funds must be spent on affordable housing projects for Low, Very Low, and Extremely Low Income households.

Since redevelopment set aside funds are no longer collected to fund low and moderate housing projects, Housing Successors are allowed to fund their operations through program income. Program income includes loans or grants receivables, funds derived from rents or operation of properties, including residual receipt payments from

developers, and rental income from housing tenants or operators. The program income for the Perris Housing Authority was reviewed and it was determined that the program income received in FY 14/15 from the Perris Housing Authority reached the allowed limit of \$200,000. The excess program income, which totaled \$120,000, was set aside for homeless services such as the outreach program proposed by POLM. The remainder of those funds will be utilized to fund POLM for the upcoming FY 2017-2018.

Under the proposed contract services agreement, beginning July 1, 2017 POLM will provide the following services:

- **Provide 2 days/week coverage homeless outreach services-**
POLM will provide a mobile outreach team 2 days/per week for a total of 10 hours per week to provide Homeless Intervention and engage individuals and address emergencies in the streets. POLM staff will be available in accessible locations within Perris to meet with individuals who need assistance. POLM staff will provide referrals, case management and case plans, transportation vouchers, bed nights at their community shelter and assessments to determine the cause of homelessness, identify barriers and determine permanent housing needs through Rapid Rehousing (RRH) or Permanent Supportive Housing (PSH).
- **Coordination of the Point in Time Count**
POLM will provide coordination for the 2017 Point in Time Count in Perris to be conducted in January 2017 in collaboration with the County of Riverside efforts as per the U.S. Department of Housing and Urban Development (HUD) requirements.

The estimated total cost for the proposed scope of work by POLM is \$64,940. It is recommended that the City Council approve the attached contract services agreement in an amount not to exceed \$64,940.

BUDGET (or FISCAL) IMPACT:

There are sufficient Housing Authority funds for this contract. The Fiscal Year 2017-2018 budget would need to be amended to include the budget for this contract.

Prepared by: Sara Cortés de Pavón, Grants Manager *SCP*

Reviewed by: Jennifer Erwin, Assistant Director of Finance *JE*

Reviewed by: Darren Madkin, Interim Assistant City Manager *DM*

Reviewed by: Sabrina Chavez, Assistant Director of Community Services and Housing *SC*

Consent: **XX**

Public Hearing:

Business Item:

CITY OF PERRIS
CONTRACT SERVICES AGREEMENT FOR HOMELESS SERVICES

This Contract Services Agreement ("Agreement"), is made and entered into this 13th day of June, 2017, by and between the City of Perris, a municipal corporation ("City"), and Path of Life Ministries, ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by this reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Consultant's Proposal. The Scope of Services shall include the Consultant's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless City against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less, may be approved by the Contract Officer. Any greater increases,

taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.8 Environmental Laws. Consultant shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Consultant shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of Sixty Four Thousand Nine Hundred and Forty dollars (\$64,940) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated

thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect beginning July 1, 2017 until completion of the services no later than June 30, 2018.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Damien O'Farrell is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the

representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Consultant without the express written approval of City.

4.2 Contract Officer. The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Consultant.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

5.0 INSURANCE AND INDEMNIFICATION

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

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

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses.

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

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

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

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

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

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

5.2 Indemnification.

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

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

6.0 RECORDS AND REPORTS

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

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

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

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

7.0 ENFORCEMENT OF AGREEMENT

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

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

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

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

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

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

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

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

ATTEST: "CITY"
CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

By: _____
Daryl R. Busch, Mayor

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Eric L. Dunn, City Attorney

"CONSULTANT"
Path of Life Ministries

By: _____
Signature

Print Name and Title

By: _____
Signature

Print Name and Title

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

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

Provide 2 days/ week coverage, continued bed nights, and coordination of the point in time count as follows:

- ❖ Provide "Homeless Intervention" (outreach) team on site 2 days/per week as follows:
 - Outreach team will be in the City of Perris for 10 hours a week with a van to travel to sites where they can meet with the homeless, build trust, and address the needs of the homeless who express a desire for support, provide transportation to shelter, and provide housing navigation for homeless and conduct administrative reports;
 - Outreach team will offer case management services for up to 60 homeless and begin the case management process with an assessment survey to determine the cause of homelessness and the barriers to overcoming it. In addition, VI-SPDAT assessment will be conducted to determine permanent housing needs Rapid Rehousing (RRH) or Permanent Supportive Housing (PSH);
 - Case Plan will be established for those individuals who are provided with case management services with referrals as needed and the offer of shelter with Path of Life Ministries through shelter bed night vouchers, transportation vouchers for those who qualify for RRH or PSH; and
 - Outreach team will provide up to 300 referrals by distributing card/flyer with listing of services by name, phone number, and street address for services such as veteran's services, social security administration, workforce investment office, and County departments such as public social services and mental health.
- ❖ Provide up to 600 bed nights of shelter care at the Community Shelter;
- ❖ Provide transportation vouchers to the Community Shelter for up to 40 individuals; and
- ❖ Provide coordination for the 2018 Point in Time Count in Perris (January 2018) in collaboration with the County of Riverside efforts.

EXHIBIT "B"

SPECIAL REQUIREMENTS

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EXHIBIT "C"

SCHEDULE OF COMPENSATION

[Insert or Attach]

Payments shall be made on a monthly basis based on the information submitted by the Consultant and shall be consistent with the approved budget. Consultant shall submit with their monthly program billing invoices the following:

- ❖ Support documentation, including invoices, employee time sheets including labor distribution form, receipts and other support documentation as may be required.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Consultant shall commence Homeless Services starting July 1, 2017 and end June 30, 2018. Project outcomes will be reported on quarterly reports with growing service numbers each quarter until expected outcome goals are reached or exceeded.


- ❖ Outreach locations/sites will be mapped and success of outreach at each location/site will be determined by the number of homeless meeting with the outreach team at each location/site;
- ❖ Consultant will print and distribute schedule of location/sites where the outreach team will be at each week. Schedule will be provided the City as well as area non-profits;
- ❖ The City, school district and non-profits will be informed of the outreach team and services provided to the homeless;
- ❖ Outcome will be measured by a log/spreadsheet that names point of contact with phone numbers and a brochure given to each point of contact regarding outreach services;
- ❖ A point in time contact log will be maintained on a spreadsheet for each homeless contact by date, income status, zip code, and services provided. For homeless being case manages a case file will be created and each file will include enrollment form, assessment survey, referrals made and outcome of said referrals, plus a case plan.
- ❖ Shelters will report the number of nights by signature that a Perris homeless individual stays at a shelter for up to 15 days. Consultant will track the number of transportation vouchers used monthly to get to shelter care.

**CITY COUNCIL
AGENDA SUBMITTAL**

Meeting Date: June 13, 2017

SUBJECT: Final Parcel Map 36266 (FPM 16-05223) — Final Map to subdivide a 4.97 acre site into five parcels for the development of a 48,778 square foot retail center at the southwest corner of Redlands Avenue and San Jacinto Avenue. Applicant: Timothy Reeves, Lewis Retail

REQUESTED ACTION: Approval of Final Parcel Map 36266

CONTACT: Clara Miramontes, Development Services Director 

BACKGROUND/DISCUSSION:

Tentative Parcel Map 36266 was approved by City Council on May 19, 2010 for the subdivision of a 4.97 acre site into six parcels for the development of a 48,778 square foot retail center at the southwest corner of Redlands Avenue and San Jacinto Avenue. Five parcels remain after Riverside County Transportation Commission (RCTC) acquired Lot B for the expansion of the I-215 Freeway. Development Plan Review (10-01-0008) and Conditional Use Permit 10-04-0001 were also approved at the same hearing for the commercial center and a drive-through restaurant use.

The lot sizes range from .07 acres to 2.1 acres. Although the minimum lot size for a Commercial subdivision is one acre, Zoning Code Section 19.38.080(k) allows for deviations from lot size, lot width, lot depth and street frontage, provided that such deviation is necessary to achieve superior site planning. Lots shall be tied together with CC&Rs or a similar covenant. This project was conditioned and approved as such, and the CC&Rs are under final review by the City Attorney. Final Parcel Map 36266 complies with the zoning requirements for parcels in the Community Commercial Zone.

An Environmental Assessment was prepared pursuant to the California Environmental Quality Act (CEQA) for the project, which determined that the project would not have a significant effect on the environment, and Negative Declaration 2284 was prepared.

The City Engineer has indicated that the improvement plans and bonding for the parcels are approved and secured, and all associated fees paid. The applicant has complied with all pertinent Conditions of Approval for the approval of Final Map 36266.

FISCAL IMPACT: Costs for processing this application was paid by the applicant.

Prepared by: Diane Sbardellati, Associate Planner

Assistant City Manager: Darren Madkin 

Assistant Finance Director: Jennifer Erwin 

City Attorney: N/A

Consent Calendar: June 13, 2017

Attachments: Final Parcel Map 36266, Planning and Engineering Conditions

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

FINAL CONDITIONS OF APPROVAL

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

June 29, 2010

PROJECT: DPR 10-01-0008, TTM 36266 (10-01-0009) & CUP 10-04-0001 - To construct a 48,778 square foot retail shopping center and subdivide a 4.97-acre site into six parcels at the Southwest corner of Redlands Avenue and San Jacinto Road. Applicant: Lewis Retail Centers

1. **Zoning Compliance.** The project shall conform to all requirements of the City of Perris Municipal Code Title 19, specifically to the Commercial Community (CC) zoning standards of Chapter 19.38 of the Municipal Code.
2. **Approved Development Plans.** Development of the premises, building elevations, colors and materials shall conform substantially to the approved set of plans prepared by Nadel Studio One, Inc. dated February 11, 2010.
3. **Approved Subdivision.** The Subdivision of the project site shall conform substantially to the approved Tentative Tract Map prepared by Webb and Associates dated February 2010, or as amended by these conditions. Any deviation shall require the appropriate Planning Division review and approval. The Tentative Tract Map approval period shall be in accordance with the Subdivision Map Act.
4. **Development Plan Review Approval Period.** This approval shall be used within three (3) years of approval date; otherwise it shall become null and void and of no effect whatsoever. The applicant may apply for a maximum of three (3) one-year extensions. A written request for an extension shall be submitted to the Planning Division at least thirty (30) days prior to the expiration of the Development Plan Review.
5. **Final Tract Map Submittal.** A final map application shall be submitted to the Planning Division with payment of appropriate fees for review and approval concurrently with application to the City Engineer.
6. **ADPR Approval.** If the development of each commercial building is not substantially consistent within the shopping center, as approved by the Planning Division on April 21, 2010 an Administrative Development Plan Review (ADPR) application is required.

7. **Subsequent Review.** No expansion of the site or the use shall occur without subsequent reviews and approvals from the Planning Division.
8. **EMWD.** The project shall conform to the requirements of Eastern Municipal Water District.
9. **City Engineer.** The project shall comply with all requirements of the City Engineer as indicated in the Conditions of Approval dated ~~April 20, 2010~~ **May 10, 2010**.
10. **Building Official/Fire Marshal.** The proposed project shall adhere to all requirements of the Building Official/Fire Marshal. Fire hydrants shall be located on the project site pursuant to the Building Official. The applicant shall submit a fire access and fire underground plan prior to construction drawings. Water, gas, sewer, electrical transformers, power vaults and separate fire/water supply lines (if applicable) must be shown on the final set of construction plans pursuant to the requirements of the Building Official. All Conditions of Approval shall be included on building plans. See City of Perris website, Office of the Fire Marshal for examples and relevant information for access and underground plan available at: <http://www.cityofperris.org>.
11. **ADA Compliance.** The project shall conform to all disabled access requirements in accordance with the State of California, Title 24, and Federal Americans with Disabilities Act (ADA).
12. **Southern California Edison.** Prior to issuance of building permits, the applicant shall contact the area service planner (951-928-8323) for Southern California Edison (SCE) to complete the required forms prior to commencement of construction.
13. **Graffiti.** Graffiti located on site shall be removed within 48 hours. The site shall be maintained in a graffiti-free state at all times.
14. **Property Maintenance.** The project shall comply with provisions of Perris Municipal Code 7.06 regarding Landscape Maintenance, and Chapter 7.42 regarding Property Maintenance.
15. **Shared Access and / or Parking Agreement.** A shared parking and reciprocal access agreement is required for the development. All owners shall sign and be party to the agreement, subject to the City's approval and recorded to run with the land, which provides for easements, covenants and conditions relating to applicable parking vehicle access, utility use, maintenance and other common activities between the subject properties. The agreement, together with all attachments, must be submitted to and approved by the Development Services Department and the City Attorney's Office prior to approval of the Final Map or Certificate of Occupancy as applicable.
16. **Property Owners' Association.** A property owner's association shall be formed to address maintenance responsibilities consisting of the following:

- Shared landscape maintenance responsibilities
 - Reciprocal access agreement and any required easements to serve all parcels.
 - Reciprocal parking agreement
 - Required Sign Program for the project
 - Shared maintenance of water quality control devices (natural and artificial BMP's)
 - The duties and requirements of the POA (Property Owner's Association) shall be set forth in a form acceptable to the City Attorney
17. **Utilities.** All utility facilities attached to buildings, including meters and utility boxes, shall be painted to match the wall of the building to which they are affixed. These facilities shall be screened from the public right-of-way by landscaping. In addition, all utilities such as cable TV and electrical distribution lines (including those which provide direct service to the project site and/or currently exist along public right-of-ways) adjacent to the site shall be placed underground, except for electrical utility lines rated at 65kv or larger prior to occupancy of the site.
18. **Business License.** All tenants shall maintain compliance with all local and City Ordinances, including but not limited to an annual fire inspection and maintenance of a City business license.
19. **Mechanical Equipment.** All mechanical equipment, including air conditioning units, transformers, etc., shall be screened from the public right-of-way including Interstate 215-freeway by a view obscuring roof-screen, fence, wall, or landscaping to the satisfaction of the Planning Division.
20. **Screening.** The project shall incorporate a landscaping planter behind the 14,550 square foot building to the satisfaction of the Planning Division.
21. **Downspouts.** Exterior downspouts are not permitted on the front or side elevations of any building facing the street, parking lot, or Interstate 215-freeway. All downspouts shall be located inside the building.
22. **Trash Receptacles.** Trash receptacles shall be fully screened from public view with decorative block wall, an overhead trellis treatment, and landscaping. The trash receptacle structure shall be approved by the Planning Division and be in conformance with City Standards. The location of trash enclosures shall be indicated on the fencing plan, and elevations shall be included with the fencing plan submittal.
23. **Loading Docks.** All loading docks shall be screened from public view and the right of way by a combination of decorative block wall, landscaping and berming, where possible.
24. **Assessment and Community Facilities Districts.** The project shall be annexed into any assessment, community facilities, or similar district that provides funding for maintenance, services, or public improvements that benefit the project. The costs and

benefits shall be described in the applicable district and annexation documents. The Developer shall complete all actions required to complete such annexation prior to the recordation of the Final Map (or issuance of a certificate of occupancy if a Final Map is not required). This condition shall apply only to districts existing at the time the Final Map is approved (or all requirements have been met for a certificate of occupancy, as applicable). Such districts may include but are not limited to the following:

- a. Landscape Maintenance District No. 1;
- b. Flood Control Maintenance District No. 1 (may include Streets);
- c. Maintenance District No. 84-1 (Street Lights and Traffic Signals);
- d. North Perris Public Safety or South Perris Community Facilities District;
- e. Ramona Mobility Group District (Transportation Improvements);
- f. Road and Bridge Benefit District (Transportation Improvements); and
- g. Future Fire Protection Community Facilities District.

25. Landscaping Plans. Prior to issuance of building permits, three (3) copies of Construction Landscaping and Irrigation Plans shall be submitted to the Planning Department for approval and shall be accompanied by the appropriate filing fee. The landscape and irrigation plan shall be prepared by a registered landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. The landscaping shall be consistent with the conceptual landscape plan. The following shall apply:

- a. **Parking Area.** All trees shall be a minimum of 15 gallon or larger. Parking lot trees shall be of a type to provide shade, and at least 25% of the required parking lot trees shall be 24-inch box in size. One tree shall be provided for every six stalls in the public parking area as shown on plans.
- b. **Retention Area.** The slope of the basin (located on the southeast corner of the property) is required to be landscaped for erosion control and aesthetic purposes. Fencing around the basin shall consist of minimum 6-foot high black wrought iron with stone-wrapped columns spaced at minimum 50-feet apart.
- c. **Water Conservation.** Landscaping must comply Chapter 19.70 for water conservation calculations.
- d. **BMPs for Water Quality.** All BMPs (vegetated swales, detention basin, etc.) shall be indicated on the landscape plans with appropriate planting and irrigation.
- e. **Maintenance.** All required landscaping shall be maintained in a viable growth condition.
- f. **Irrigation Rain Sensors.** Rain sensing override devices shall be required on all irrigation systems (PMC 19.70.020B.7.k) for water conservation. Soil moisture sensors are required.
- g. **Public Right of Way Landscaping.** Public right-of-way landscaping plans shall be submitted and reviewed by the Planning Division. The landscaping plans shall conform to Chapter 19.70.
- h. **Landscape Inspections.** The project applicant shall inform the on-site project 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 1) At installation of irrigation equipment, when the trenches are still open; 2) After soil preparation, when plant materials are positioned and ready to plant; and, 3) At final inspection, when all plant materials are installed and the irrigation system is fully operational.

26. **Walls and Fences.** A wall and fencing plan shall be submitted for review and approval to the Planning Division. The plan shall include a site plan, elevations, and construction details for all proposed fencing and walls. The wall and fencing plan shall be included with the landscape plan check application submittal.

27. **Construction Practices.** To reduce potential noise and air quality nuisances, the following items shall be listed as "General Notes" on the construction drawings:
 - a. Construction activity and equipment maintenance is limited to the hours between 7:00 a.m. and 7:00 p.m. Per Zoning Ordinance, Noise Control, Section 7.34.060, it is unlawful for any persons between the hours of 7:00 p.m. of any day and 7:00 a.m. of the following day, or on a legal holiday, or on Sundays to erect, construct, demolish, excavate, alter or repair any building or structure in a manner as to create disturbing excessive or offensive noise. Construction activity shall not exceed 80 dBA in residential zones in the City.
 - b. Stationary construction equipment that generates noise in excess of 65 dBA at the project boundaries must be shielded and located at least 100 feet from occupied residences. The equipment area with appropriate acoustic shielding shall be designated on building and grading plans. Equipment and shielding shall remain in the designated location throughout construction activities.
 - c. Construction routes are limited to City of Perris designated truck routes or otherwise approved by the Building Official.
 - d. Water trucks or sprinkler systems shall be used during clearing, grading, earth moving, excavation, transportation of cut or fill materials and construction phases to prevent dust from leaving the site and to create a crust after each day's activities cease. At a minimum, this would include wetting down such areas in the later morning and after work is completed for the day and whenever wind exceeds 15 miles per hour.
 - e. A person or persons shall be designated to monitor the dust control program and to order increased watering as necessary to prevent transport of dust off-site. The name and telephone number of such persons shall be provided to the City.
 - f. Project applicants shall provide construction site electrical hook ups for electric hand tools such as saws, drills, and compressors as practical to eliminate the need for diesel powered electric generators or provide evidence that electrical hook ups at construction sites are not practical or prohibitively expensive.

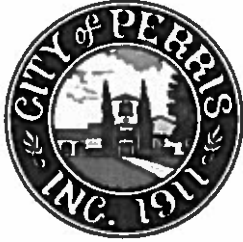
28. **Fees.** The developer shall pay the following fees according to the timeline noted herein:

- a. Prior to the issuance of building permits, the applicant shall pay Stephen's Kangaroo Rat Mitigation Fees of \$500.00 per acre;
 - b. Prior to the issuance of building permits, the applicant shall pay Multi-Species Habitat Conservation Plan fees in effect at that time;
 - c. Prior to issuance of building permits, the applicant will pay the statutory school fees in effect at issuance of building permits to all appropriate school districts;
 - d. Prior to the issuance of building permits, the applicant shall pay any outstanding liens and development processing fees.
 - e. Prior to the issuance of certificate of occupancy, the developer shall pay Transportation Uniform Mitigation Fees (TUMF) in effect at the time of development.
 - f. Prior to the issuance of certificate of occupancy, the applicant shall pay City Development Impact Fees in effect at the time of development.
29. **Indemnification/Hold Harmless.** The developer/applicant shall indemnify, protect, defend, and hold harmless the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees and agents, to attack, set aside, void, annul, or seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City, Development Plan Review 10-01-0008, Tentative Tract Map 36266 (10-01-0009), and Conditional Use Permit 10-04-0001. 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.
30. **City-Approved Waste Hauling.** The developer shall use only the City-approved waste hauler for all construction and other waste disposal.
31. **Site Lighting Plan.** The applicant shall submit a lighting plan that demonstrates compliance with County of Riverside Ordinance No. 655, Outdoor Lighting Regulations. The lighting plan shall include, but not be limited to, photometrics, fixture details, and light standard (pole) elevations. Low-pressure sodium fixtures with full-cutoff shields shall be used to prevent light and glare above the horizontal plane of the bottom of the lighting fixture. A minimum of one (1) foot-candle of light shall be provided in parking and pedestrian areas.
32. **Final Water Quality Management Plan (WQMP).** Prior to the issuance of grading permits the owner shall submit for review and approval, along with the appropriate filing fee; a Final Water Quality Management Plan to the Department of Public Works Engineering Administration Division, which substantially complies with the site design, source control and treatment control Best Management Plans proposed in the approved Preliminary Water Quality Management Plan.

33. **Signage.** The project does not include signage. The sign program shall be reviewed and approved by the Planning Division prior to the issuance of signage permits.
34. **Final Planning Inspection.** The applicant shall obtain occupancy clearance from the Planning Division by scheduling a Planning inspection after final sign-offs from the Building Division and Engineering Department. Planning Staff shall verify that all pertinent conditions of approval have been met. The applicant shall have all required paving, parking, walls, site lighting, landscaping and automatic irrigation installed and in good condition.
35. **Dam Inundation Disclosure.** The owner shall disclose to all future tenants indicating the project is in a dam inundation area making the site subject to flooding in the event of a dam failure.
36. **Raised Median on San Jacinto Avenue.** A raised median with landscaping shall be provided along San Jacinto Avenue based on the Engineering Conditions of Approval and according to the Evans Road Streetscape design guidelines.
37. **Stacking Required for Drive-thru Fast Food Restaurants.** Stacking for up to eight (8) vehicles shall be provided in the drive-thru lane.
38. **Food Service.** Any proposed food service or food preparation use shall comply with all State, County and City requirements, including installation of appropriate means for grease and trash disposal.
39. **Fish and Game Fee.** Within three days of Planning Commission approval, applicant shall submit a check to the City, payable to Riverside County, for \$2,057 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.

APPROVAL DATE

PROJECT PLANNER



CITY OF PERRIS

HABIB MOTLAGH, CITY ENGINEER

CONDITIONS OF APPROVAL

P8-1143

April 20, 2010, *Revised May 10, 2010*

TTM 36266 (Case # 10-01-009),

CUP 10-04-001, DPR 10-01-008, *and DPR 10-01-0008*

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

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

4. Onsite landscape area(s) and basin(s) shall be designed in a manner to collect the onsite nuisance runoff.
5. Prior to issuance of any permit, the developer shall sign the consent and waiver forms to join the lighting and landscape districts. The developer shall maintain all on and offsite landscaping with exception of median improvements which will be included in landscape maintenance. The proposed offsite streetlights and portions of new signals shall be maintained by City and cost paid for by the property owners through annexation to lighting and landscaping districts. In the event RCFC does not maintain the offsite drainage facilities, it shall be annexed to Flood control District for maintenance.
6. Existing power poles within the project site or along the project boundary (under 65kv), if any, shall be removed and cables undergrounded. All other utility poles, if any, shall be removed and utilities undergrounded.
7. Streetlights shall be installed along San Jacinto Avenue, Redlands Blvd. adjacent to the site and on both sides of streets as approved by City Engineer per Riverside County and Southern California Edison standards.
8. This project is located within EMWD's water and sewer service area. The applicant shall install water and sewer facilities as required by EMWD and Fire Department.
9. The applicant shall submit to City Engineer the following for his review:
 - a. Street Improvement Plans
 - b. Signing, Striping, and Signal Plans
 - c. Onsite Grading Plans, SWPPP, and Erosion Control Plan
 - d. Water and Sewer Plans
 - e. Drainage Plans, Hydrology and Hydraulic Reports
 - f. Streetlight Plan
 - g. Final WQMP

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

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

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

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

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

14. All onsite drainage runoff shall be collected via onsite underground facilities and conveyed to proposed onsite basin(s) and discharged to adequate facilities.
15. San Jacinto Avenue from westerly property line to Redlands Avenue shall be fully improved (along ~~both north~~ side) with curb and gutter located ~~43' 32' on either side of~~ **from** centerline, and raised landscape median. The median shall be constructed to allow left turn (out) for the carwash driveway and the westerly end of the loop driveway adjacent to old Redlands Avenue including left turn pocket for the proposed access openings to the site. ***Additional widening along the north side shall be provided if necessary to meet these requirements.*** The improvement to San Jacinto Avenue shall include removal/upgrade of existing traffic signal to provide minimum of one left turn lane (all directions) at intersection with Redlands Avenue. The existing

pavement adjacent to service station may be improved with 0.15' grind overlay.

- a. Existing improvements if in conflict with above conditions shall be removed and replaced. The existing pavement along San Jacinto Avenue (south side) shall be removed and replaced, the existing pavement along north side shall be grind and overlay.
 - b. Various width landscape median along San Jacinto Avenue adjacent to the site shall be installed as approved by City Engineer to accommodate left turn movements at intersections and driveways as stated above. The landscaping plans shall be reviewed and approved by Planning Department.
 - ~~c. Prior to recordation of the final map or issuance of any permit, the applicant shall coordinate with RCTC and reserve the required right of way for the 4th Street Interchange.~~
 - d. Prior to issuance of any permit, the existing onsite utilities (above and below ground) shall be relocated and replaced as determined by utility purveyors.
 - e. Redlands Avenue from San Jacinto to I-215 **along west side** shall be improved to general plan standards ~~(both sides)~~ within ~~128'~~ **47'** dedicated right-of-way including ~~14'~~ **7'** wide landscape median including traffic signal at San Jacinto Avenue. ~~(ultimate locations). If the improvement proposed and constructed by 4th Street Interchange Project does not meet the above standards, the applicant is to provide additional improvements.~~
- ~~16. Right of way acquisition. All right of way property area necessary for construction of the street and traffic improvements including any utility and construction easements, not under Applicant's ownership shall be acquired by the Applicant, at Applicant's sole cost. If Applicant is unsuccessful in negotiating any right of way acquisition with third party owners after a 30 day period, then City shall conduct the necessary analysis to determine in its sole discretion whether to attempt to acquire the right of way by exercise of its power of eminent domain; provided, however, that nothing herein shall be deemed a prejudgment or commitment with respect to condemnation.~~
17. Driveways shall be installed per Riverside County Standard No. 207A.
 18. RTA bus stops shall be provided along San Jacinto Avenue (each direction) if required as determined by the City Engineer and RTA.

Habib Motlagh
Habib Motlagh
City Engineer


DEPARTMENT OF ENGINEERING
170 WILKERSON AVE., SUITE D, PERRIS, CA 92570-2200
TEL.: (951) 943-6504 - FAX: (951) 943-8416

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: June 13, 2017

SUBJECT: **Extension of Time No. 17-05063** for Tentative Tract Map 33900, located at the southeastern corner of Ethanac and McPherson Road. Applicant: Richland Communities, Inc

REQUESTED ACTION: **APPROVE** a one (1) year Extension of Time (EOT 17-05063) for Tentative Tract Map 33900, until April 29, 2018, for the subdivision of 116 acres into 198 single-family lots.

CONTACT: Clara Miramontes, Director of Development Services 



BACKGROUND/DISCUSSION:

Tentative Tract Map 33900 (TTM 17-05063) was approved by City Council on April 11, 2017 subject to the enclosed Conditions of Approval. The tentative tract map is a subdivision of 116 acres into 198 single-family lots with minimum lot sizes of 7,000 sq. ft. at the southwestern corner of Ethanac and McPherson Road. The applicant is requesting the City Council to approve their first request for an extension of time.

The final map for Tentative Tract Map 33900 has not been submitted for processing. The Map is eligible for (4) additional one year extensions. If the subject map is not recorded or has not applied for an extension prior to the new expiration date, a new Tentative Tract Map application must be filed and approved by the City Council in addition to payment of the appropriate filing fees.

FISCAL IMPACT: Cost for staff preparation of this item is covered by the applicant.

Prepared by: Brian Muhu, Assistant Planner

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

Attachments: Tentative Tract Map 33900, Planning and Engineering Conditions of Approval.

Consent: **June 13, 2017**

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

CONDITIONS OF APPROVAL

Tentative Tract Map No. 33900 (06-0022)

March 19, 2008

PROJECT: Tentative Tract Map for a 198 single-family residential lot subdivision on approximately 116 acres (2.7 dwelling units/gross acre), located north and west of San Jacinto River, east of McPherson Road, and south of Ethanac Road,. Applicant: Albert A. Webb & Associates.

ENVIRONMENTAL:

1. **Environmental.** Within three days of City Council approval, applicant shall submit a check to the City, payable to Riverside County, in the amount of \$1,940.75 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 shall be operative, vested, or final until the filing fees have been paid.

STANDARD CONDITIONS OF APPROVAL:

2. **Tentative Tract Map 33900.** The Final Map shall conform to the R-6000 zoning regulations, the requirements of Title 18 (Subdivisions) and 19 (Zoning) of the Perris Municipal Code, the requirements of the City Engineer's conditions of approval dated February 15, 2008, and in substantial compliance with the approved Tentative Tract Map dated February 13, 2008.
3. **Approval Period.** In accordance with the Subdivision Map Act, the recordation of the final map shall occur within two (2) years from the approval date unless an extension is granted. The applicant may apply for a maximum of five (5) one-year extensions, to permit additional time to record the final map. A written request for extension shall be submitted to the Planning Division at least thirty (30) days prior to the expiration of Tentative Map approval.
4. **City Codes.** The project shall comply with all disabled access requirements of the American with Disabilities Act and Title 24 of the State Code, and all local requirements of the City of Perris Municipal Code Titles 18 and 19, including R-6000 zoning development standards. Development of the premises, building elevations, colors and materials shall be subject to a subsequent Administrative Development Review.
5. **City Engineer.** The proposed project shall adhere to the requirements of the City Engineer as indicated in the engineering conditions of approval dated February 15, 2008.

6. **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>.
7. **Residential Use and Development Restrictions.** Any use, activity, and/or development occurring on the site without appropriate city approvals shall constitute a code violation and shall be treated as such. Placement of any construction trailer or sales office shall require separate review and approval by the City. Development of the premises, building elevations, colors and materials shall conform substantially to the approved set of plans, or as amended by these conditions. Any deviation shall require the appropriate Planning Division review and approval.
8. **Graffiti.** Graffiti located on site shall be removed within 48 hours. The site shall be maintained in a graffiti-free state at all times.
9. **Utilities.** All utility facilities attached to buildings, including meters and utility boxes, shall be painted to match the wall of the building to which they are affixed. These facilities shall also be screened from the public right-of-way by landscaping.
10. **Mechanical Equipment.** All mechanical equipment, including air conditioning units, pool equipment, etc., shall be located behind the front yard setback and be screened from the public right-of-way by a view obscuring fence, wall, or landscaping to the satisfaction of the Planning Division.
11. **Energy Conservation.** To improve local air quality, the applicant is encouraged to incorporate any or all of the following energy-conservation features into the project:
 - a. Low NOx water heaters per specifications in the Air Quality Attainment Plan;
 - b. Heat transfer modules in furnaces;
 - c. Light colored water-based paint and roofing materials;
 - d. Passive solar cooling/heating; and,
 - e. Energy efficient appliances and lighting.
12. **Phasing.** Any Phasing Plan shall be reviewed and approved by the Development Services Department and the City Engineer. Each Phase of the project shall provide adequate drainage and at least two points of access to all lots. A phasing plan shall be submitted with the Administrative Development Plan Review application.

13. **Window Treatments.** All units abutting a public street, tract boundary, or a downhill slope having an elevation change in excess of 20 feet shall provide for window treatment 360 degree around the dwelling.
14. **Spark Arresters.** Spark arresters shall be provided for each unit and shall be screened by sheet metal enclosures, or other material acceptable to the City Building Official, and painted to match the main stucco building color.
15. **Tract Identification.** The developer shall provide community entry statements, including theme walls, monumentation and enhance landscaping at each entrance to the tract. Theme walls and monuments shall not occur within the public right-of-way. The design of entry statements shall be subject to the review and approval of the Planning Division.
16. **Unit Identification.** Each unit in the tract shall include a lighted address fixture. This fixture shall allow for replacement of the bulbs, and shall be reviewed and approved by the Planning Division.
17. **Administrative Development Plan Review.** Prior to final map, the applicant shall obtain approval of an Administrative Development Plan Review (ADPR) for the review of building architecture, unit plotting, conceptual landscape and fencing of all production units within the tract. The applicant shall also include at least one single-story product type which shall be plotted on corners and at regular intervals throughout the tract (i.e., every fourth or fifth unit). Side entry garages are encouraged and shall be incorporated as feasible and as approved through the development plan review process. Also, the majority of units in the tract (other than corner lots) shall locate the wider side yard and the curb-cut/driveway on the same side of the lot to allow for RV parking.
18. **Construction Practices.** To reduce potential noise and air quality nuisances, the following items shall be listed as "General Notes" on the construction drawings:
 - a. Construction activity and equipment maintenance is limited to the hours between 7:00 a.m. and 7:00 p.m. Per Zoning Ordinance, Noise Control, Section 7.34.060, it is unlawful for any persons between the hours of 7:00 p.m. of any day and 7:00 a.m. of the following day, or on a legal holiday, or on Sundays to erect, construct, demolish, excavate, alter or repair any building or structure in a manner as to create disturbing excessive or offensive noise. Construction activity shall not exceed 80 dBA in residential zones in the City.
 - b. Stationary construction equipment that generates noise in excess of 65 dBA at the project boundaries must be shielded and located at least 100 feet from occupied residences. The equipment area with appropriate acoustic shielding shall be designated on building and grading plans. Equipment and shielding shall remain in the designated location throughout construction activities.
 - c. Construction routes are limited to City of Perris designated truck routes.

- d. Water trucks or sprinkler systems shall be used during clearing, grading, earth moving, excavation, transportation of cut or fill materials and construction phases to prevent dust from leaving the site and to create a crust after each day's activities cease. At a minimum, this would include wetting down such areas in the later morning and after work is completed for the day and whenever wind exceeds 15 miles per hour.
 - e. A person or persons shall be designated to monitor the dust control program and to order increased watering as necessary to prevent transport of dust off-site. The name and telephone number of such persons shall be provided to the City.
 - f. Project applicants shall provide construction site electrical hook ups for electric hand tools such as saws, drills, and compressors, to eliminate the need for diesel powered electric generators or provide evidence that electrical hook ups at construction sites are not practical or prohibitively expensive.
 - g. All development projects greater than 19 single-family residential units shall apply paints using either high volume low pressure (HVLP) spray equipment or by hand application.
19. **Final Water Quality Management Plan (WQMP).** Prior to the issuance of grading permits the owner shall submit for review and approval, along with the appropriate filing fee; a Final Water Quality Management Plan to the Department of Public Works Engineering Administration Division which substantially complies with the site design, source control and treatment control Best Management Plans proposed in the approved Preliminary Water Quality Management Plan.
20. **Indemnification/Hold Harmless.** The developer/applicant shall indemnify, protect, defend, and hold harmless, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees and agents, to attack, set aside, void, annul, or seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City. City shall promptly notify the developer/applicant of any claim, action, or proceeding for which indemnification is sought and shall further cooperate fully in the defense of the action.
21. **City-Approved Waste Hauling.** The developer shall use only the City-approved waste hauler for all construction and other waste disposal.
22. **Exterior Downspouts.** Exterior downspouts are not permitted on the front or side elevations of any building, or where exposed to public view.
23. **Fees.** The developer shall pay the following fees according to the timeline noted herein:
- a. Prior to the issuance of building permits, the applicant shall pay Stephen's Kangaroo Rat Mitigation Fees of \$500.00 per acre;
 - b. Prior to the issuance of Certificate of Occupancy (including temporary

- occupancy), the applicant shall pay City Development Impact Fees in effect at the time of development;
- c. Prior to the issuance of building permits, the applicant shall pay Multi-Species Habitat Conservation Plan fees in effect at that time;
 - d. Prior to issuance of building permits, the applicant will pay the statutory school fees in effect at issuance of building permits to all appropriate school districts;
 - e. The applicant shall pay any outstanding development processing fees; and
 - f. Prior to the issuance of Certificate of Occupancy (including temporary occupancy), the developer shall pay Transportation Uniform Mitigation Fees (TUMF) in effect at the time of development.

PRIOR TO ISSUANCE OF BUILDING PERMITS:

24. **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.
25. **Southern California Edison.** Prior to issuance of building permits, the applicant shall contact the area service planner (951 928-8323, Art Alvarado) for Southern California Edison (SCE) to complete the required forms prior to commencement of construction.
26. **Landscaping.** Prior to Issuance of Building Permits submit three (3) copies of construction landscaping and irrigation plans 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 plans shall also address landscaping, irrigation and fencing of parkways along all perimeter and entry streets. 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 Chapter 19.70 of the Perris Development Code. The use of water efficient fixtures, drought tolerant landscaping and reclaimed water is encouraged. The developer shall provide front-yard landscaping for all lots, at a minimum consistent with the requirements of Chapter 19.70.

PRIOR TO RECORDATION OF FINAL MAP:

27. **Land within MSHCP Conservation Corridor and Lettered Lot.** The developer shall provide an irrevocable offer of dedication to the City of Perris the conservation area within the MSHCP conservation corridor. In addition, a Lettered Lot shall be created for the engineered slopes, emergency road, and water quality basins to be annexed into the Landscaped Maintenance District.
28. **Final Map Submittal.** A final map application shall be submitted to the Planning Division with payment of appropriate fees for review and approval concurrently with application to the City Engineer.

29. **Required Approvals.** Prior to recordation of the Final Map, the developer shall obtain the following clearances or approvals:
- a. Verification from the Planning Division that all pertinent conditions of approval have been met, as mandated by the Perris Municipal Code;
 - b. Planning Commission approval of all proposed street names; and,
 - c. Any other required approval from an outside agency.
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. The costs and benefits shall be described in the applicable district and annexation documents. The Developer shall complete all actions required to complete such annexation prior to the recordation of the Final Map (or issuance of a certificate of occupancy if a Final Map is not required). This condition shall apply only to districts existing at the time the Final Map is approved (or all requirements have been met for a certificate of occupancy, as applicable). Such districts may include but are not limited to the following:
- a. Landscape Maintenance District No. 1;
 - b. Flood Control Maintenance District No. 1 (may include Streets);
 - c. Maintenance District No. 84-1 (Street Lights and Traffic Signals);
 - d. North or South Perris Public Safety Community Facilities District (Police and Fire);
 - e. Ramona Mobility Group District (Transportation Improvements);
 - f. Road and Bridge Benefit District (Transportation Improvements); and
 - g. Future Fire Protection Community Facilities District
31. **Plans and CC&Rs.** Prior to recordation of the Final Map, the developer shall submit and obtain approvals on the following items:
- a. Public improvement plans to the City Engineer. These plans shall include but not be limited to street, drainage, utility improvements, and dedications in accordance with Municipal Code Title 18.
 - b. Any Covenants, Conditions, and Restrictions (CC&Rs) to the Planning Division and the City Attorney's office. Approved CC&Rs shall be recorded with the final map.
 - c. Grading plans to the City Engineer, demonstrating compliance with National Pollution Discharge Elimination System requirements. The plans shall include a Storm Water Pollution Prevention Plan detailing water quality management controls and identifying Best Management Practices (BMPs) to control pollutant runoff. The applicant shall identify measures specified in Supplement A of the Riverside County Drainage Area Management Plans New Development Guidelines or other equally effective standard for implementing project BMPs, assignment of long-term maintenance responsibilities (specifying the developer, parcel owner, lessee, etc.) and shall reference the location(s) of structural BMPs.

SPECIAL CONDITIONS:

32. **Sewer Lift Station.** The Eastern Municipal Water District (EMWD) sewer lift station shall be secured by a decorative block wall and wrought iron gate with view obstructing metal mesh. Also, a landscape plan with trees around the perimeter of the property shall be used to screen the EMWD equipments from the street, and shall be submitted to the Community Development Director for review and approval prior to installation. In addition, EMWD equipments or structures 6-feet or taller shall be enclosed by a structure, and the design of the structure shall be subject to the review and approval of the Community Development Director.
33. **Walls and Fencing.** A six-foot high, decorative block wall shall be constructed around the perimeter of the tract with pilaster columns located on the property line between two properties. A pilaster column may skip a property line if the lot width is less than 50-feet. The wall shall be continued along entry drives to the tract in a manner that creates a tract entry statement. Block walls shall be provided for all front and street side yard fencing visible from a public street. A wall/fencing plan showing compliance with requirements for streetscape design shall be submitted for Planning approval. Adjacent to open space areas the perimeter wall shall be a combination of decorative "knee" wall and tubular steel fence with decorative block pilasters.
34. **Landscape Slopes.** Slopes in the rear and side yards with greater than 2 to 1 slopes or greater than 6-feet in height are required to be landscaped and irrigated.
35. **Disclosure Statements.** The developer shall record a disclosure and provide an acknowledgement of the disclosure to potential tenants/owners prior to the lease or sale of property indicating the following:
 - a. The project site is in a dam inundation area and may be subject to flooding in an event of a dam failure.
 - b. The project site has street grade and driveways slopes of upwards to 15-percent. The steepness of the slopes may make it difficult for older vehicles to drive and for vehicles with typical suspension to clear driveway slopes.
36. **Riverside County Flood Control and Water Conservation District.** Any improvement that includes the District's right of way, easements, or facilities is required to be coordinated with the District's Operation and Maintenance Division at 951-955-1280.
37. **Parkway Sidewalk.** Right-of-way 66-feet and greater shall have parkway sidewalks.

MITIGATION MONITORING:

38. **Mitigation Monitoring Program.** The proposed project shall comply with all provisions of the adopted project Mitigation Monitoring Program found in the Initial Study.

APPROVAL DATE

PROJECT PLANNER



CITY OF PERRIS

HABIB MOTLAGH, CITY ENGINEER

CONDITIONS OF APPROVAL

P8-935

February 15, 2008, *Revised Planning Commission March 19, 2008*

Tract 33900 (Case # 06-0022)

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

Due to existing topography, construction of the subdivision as proposed requires significant grading to create minimum usable pads. Typically grading on hill side will require contour grading to minimize impact. However due to numbers of proposed units, this technique is not feasible. Along the significant slopes, the developer is responsible to install irrigation and provide access for the homeowners to maintain the slopes within their property. Construction of retaining wall adjacent to streets will be required to minimize slope and pavement erosion as determined by City Engineer.

The tentative map as submitted also exhibits several lots with driveways at 15% slopes. The proposed grading at back of some lots requires installation of private concrete drainage facilities. No cross lot drainage is accepted. Homeowners shall be responsible to maintain these channels.

1. Drainage and flood control facilities and improvements shall be provided in accordance with Riverside County Flood Control and Water Conservation District and the City of Perris requirements

and standards. The following drainage related conditions are the requirements of this project:

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

- h. Onsite drainage facilities shall be collected via onsite underground facilities and conveyed to San Jacinto River or other appropriate outlets as determined by the City Engineer. Connection to San Jacinto River shall require approval by Flood Control.
 - i. The City Council has adopted Resolution 3403 requiring development within San Jacinto River Flood Plain to comply with certain conditions and payment of fees. This developer shall comply with all such requirements as appropriate and approved by City Council. That portion of the property shown as San Jacinto River Corridor setback area shall be shown as separate lot and dedicated to City for future extension of San Jacinto River.
 - j. The proposed WQMP basins are located in 100-year flood plain and may not function as water quality basin during moderate to heavy rainfall. The WQMP shall address this issue. The basins shall be designed and landscaped to Planning and Public Works Department Standards. Appropriate concrete ramp to maintain the basin shall be installed. The basins shall be discharged to San Jacinto River via underground pipe.
2. Ethanac Road from McPherson Road to easterly property boundary along the south side shall be improved with concrete curb, gutter, located 67' south of centerline and minimum of 65' of new pavement within 92', ½-width dedicated right-of-way including 14' wide landscape median.
- Ethanac Road along the north side within the same reach shall be improved to provide for minimum of 30' of new pavement including a minimum of 150' long left turn pocket at "L" & McPherson Road within dedicated right-of-way. Ethanac Road from the easterly boundary to existing improvements east of San Jacinto River, shall be improved within dedicated right-of-way with a minimum of 40' of new pavement including construction of 5 year crossing over San Jacinto River. At the option of the developer, construction of 100-year ultimate crossing with appropriate DIF/TUMF credit shall be accepted. Traffic signals may be required at intersection of Ethanac and McPherson. Prior to recordation of final map, the applicant shall submit a report so show the warrant for the signal and install as appropriate.
3. McPherson Street from Ethanac Road to southerly tract boundary shall be improved along east side to provide for curb, gutter, located 22' west of centerline and 20' of new pavement within 33', ½-width dedicated right-of-way. McPherson Street along the west

side within the same reach shall be improved with all new pavement to provide for a left turn pocket at all intersections and one 15' wide southbound lane. The intersection of McPherson Street with Ethanac Road shall be improved to provide for left turn pocket (150' long) and one right turn and one north bound lane.

4. Traffic index of 11 for Ethanac Road shall be used.
5. The intersection of Ethanac and "L" Street shall be designed and constructed with a concrete structural section a minimum of 100' from BCR/ECR.
6. Existing power poles within the project site or along the project boundary (under 65kv), if any, shall be removed and cables undergrounded. All other utility poles, if any, shall be removed and utilities undergrounded.
7. On and offsite street, drainage, water, sewer, striping, signing, signals, streetlight, grading, paving and erosion control plans along with hydrology and hydraulic reports shall be submitted to the City Engineer's office for review and approval.
8. Access shall be restricted along Ethanac Road, McPherson except as shown on the tentative map.
9. 6' wide concrete sidewalk, handicap ramps, and driveways adjacent to the site shall be installed pursuant to ADA and Riverside County standards. All driveway approaches shall be constructed per Riverside County Standards for Residential Driveway (Std. 207) and comply with the ADA requirements. ***Parkway sidewalk shall be installed on all streets within 66' or greater right-of-way width.***
10. Streetlights shall be installed along all perimeter streets as approved by the City Engineer per Riverside County and Southern California Edison standards.
11. The proposed development is in the service area of Eastern Municipal Water District. The applicant shall provide water and sewer facilities to this development and comply with EMWD, Fire Department, and Health Department's requirements.
12. Prior to issuance of building permit for commercial/industrial projects and prior to recordation of final map for residential projects, the developer shall sign the consent and waiver forms to join the Landscaping, Onsite Street, Flood Control, Public Safety, and Lighting Districts and pay the 18-month advanced energy charges for streetlights. All storm drain facilities (except as noted

above) including catch basins and pipes shall be annexed to Flood Control District. In the event, RCFC does not maintain any of the proposed offsite storm drain facilities and other offsite drainage facilities proposed shall be annexed to Flood Control District for maintenance.

13. "L" Street shall be improved along both sides with minimum of 52' of pavement, curb and gutter located 28' on either side of centerline within 78' dedicated right-of-way including landscaped median at entrance with Ethanac Road. All other interior streets shall be improved with curb/gutter located 20' on either side of centerline within 60' dedicated right-of-way. Proposed cul-de-sac ("C" Street) exceeds the maximum length and will require Fire Marshall's approval.
14. ~~To provide for secondary access, River Road, McPherson Avenue and "L" Street shall be extended north including Mapes Road and improved with minimum of 30' paved road and connected to "A" Street within dedicated right of way.~~ **To provide for secondary access, "L" Street from Ethanac Road shall be extended north to Mapes and Mapes to "A" Street and shall be improved with minimum of 30' new paving within dedicated right-of-way.**
15. This project shall be coordinated with all proposed and existing adjacent developments.
16. Phasing of improvements shall be limited to onsite improvements only. All improvements along Ethanac (on and offsite including crossing at San Jacinto River) and extension of *River Road*, *McPherson* or "L" Street north of the site shall be part of Phase I.

Habib Motlagh
Habib Motlagh
City Engineer

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: June 13, 2017

SUBJECT: Cooperative Agreement with the County of Riverside for Fire Protection, Fire Prevention, Rescue and Medical Emergency Services

REQUESTED ACTION: Approve the one year agreement with the County of Riverside for Fire Protection, Fire Prevention, Rescue and Medical Emergency Services

CONTACT: Jennifer Erwin, Assistant Director of Finance

BACKGROUND/DISCUSSION:

The City of Perris currently received Fire Protection, Fire Prevention, Rescue and Medical Emergency Services from the County of Riverside through the County's Cooperative Fire Programs Fire Protection Reimbursement Agreement with the California Department of Forestry and Fire Protection. The term of the agreement being proposed will run through June 30, 2018. This agreement contains no changes in the current level of service.

BUDGET (or FISCAL) IMPACT: Fiscal Year 2017-2018: \$4,804,904.

Reviewed by:
Interim Assistant City Manager DM

Assistant Director of Finance JE

Attachments:

1. Proposed Agreement

Consent

**A COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF PERRIS**

THIS AGREEMENT, made and entered into this ____ day of _____, 2017, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department, (hereinafter referred to as "COUNTY") and the City of Perris a duly created city, (hereinafter referred to as "CITY"), whereby it is agreed as follows:

SECTION I: PURPOSE

The purpose of this Agreement is to arrange for COUNTY, through its Cooperative Fire Programs Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") with the California Department of Forestry and Fire Protection ("CAL FIRE") to provide CITY with fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists (hereinafter called "Fire Services"). This Agreement is entered into pursuant to the authority granted by Government Code Sections §55600 et seq., and will provide a unified, cooperative, integrated, and effective fire services system. COUNTY's ability to perform under this Agreement is subject to the terms and conditions of the CAL FIRE Agreement.

SECTION II: DESIGNATION OF FIRE CHIEF

A. The County Fire Chief appointed by the Board of Supervisors, or his designee, (hereinafter referred to as "Chief") shall represent COUNTY and CITY during the period of this Agreement and Chief shall, under the supervision and direction of the County Board of Supervisors, have charge of the organization described in Exhibit "A", attached hereto and made a part hereof, for the purpose of providing Fire Services as deemed necessary to satisfy the needs of both the COUNTY and CITY, except upon those lands wherein other agencies of government have responsibility for the same or similar Fire Services.

B. The COUNTY will assign an existing Chief Officer as the Fire Department Liaison ("Fire Liaison"). The Chief may delegate certain authority to the Fire Liaison, as the Chief's duly authorized designee and the Fire Liaison shall be responsible for directing the Fire Services provided to CITY as set forth in Exhibit "A".

C. COUNTY will be allowed flexibility in the assignment of available personnel and equipment in order to provide the Fire Services as agreed upon herein.

SECTION III: PAYMENT FOR SERVICES

A. CITY shall annually appropriate a fiscal year budget to support the Fire Services designated at a level of service mutually agreed upon by both parties and as set forth in Exhibit "A" for the term of this Agreement. This Exhibit may be amended in writing by mutual agreement by both parties or when a CITY requested increase or reduction in services is approved by COUNTY.

B. COUNTY provides fire personnel, equipment and services through its CAL FIRE Agreement. In the event CITY desires an increase or decrease in CAL FIRE or COUNTY civil service employees or services assigned to CITY as provided for in Exhibit "A," CITY shall provide one hundred twenty (120) days written notice of the proposed, requested increase or decrease. Proper notification shall include the following: (1) The total amount of increase or decrease; (2) The effective date of the increase or decrease; and (3) The number of employees, by classification, affected by the proposed increase or decrease. If such notice is not provided, CITY shall reimburse COUNTY for relocation costs incurred by COUNTY because of the increase or decrease, in addition to any other remedies available resulting from the increase or decrease in services. COUNTY is under no obligation to approve any requested increase or decrease, and it is expressly understood by the parties that in no event will COUNTY authorize or approve CITY's request to reduce services below the COUNTY Board of Supervisors approved staffing level for any fire station, or to reduce services to the extent that the services provided under this Agreement are borne by other jurisdictions. COUNTY shall render a written decision on whether to allow or deny the increase or decrease within thirty (30) _days of the notice provided pursuant to this section.

C. CITY shall pay COUNTY actual costs for Fire Services pursuant to this Agreement. COUNTY shall make a claim to CITY for the actual cost of contracted services, pursuant to Exhibit "A," on a quarterly basis. The COUNTY is mandated per Government Code Section §51350 for full cost recovery. CITY shall pay each claim, in full, within thirty (30) days after receipt thereof.

D. Any changes to the salaries or expenses set forth in Exhibit "A" made necessary by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes in the level of salaries or expenses, shall be paid from the funds represented as set forth in Exhibit "A." The CITY is obligated to expend or appropriate any sum in excess of Exhibit "A" increased by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes. If within thirty (30) days after notice, in writing, from COUNTY to CITY that the actual cost of maintaining the services specified in Exhibit "A" as a result of action by the Legislature, CAL-FIRE, or other public agency will exceed the total amount specified therein, and CITY has not agreed to make available the necessary additional funds, COUNTY shall have the right to unilaterally reduce the services furnished under this Agreement by an appropriate amount and shall promptly notify CITY, in writing, specifying the services to be reduced. Any COUNTY or CAL-FIRE personnel reduction resulting solely due to an increase in employee salaries or expenses occurring after signing this Agreement and set forth in Exhibit "A" that CITY does not agree to fund, as described

above, shall not be subject to relocation expense reimbursement by CITY. If CITY desires to add funds to the total included herein to cover the cost of increased salaries or services necessitated by actions described in this paragraph, such increase shall be accomplished by an additional appropriation by the City Council of CITY, and an amendment to Exhibit "A" approved by the parties hereto.

E. Chief may be authorized to negotiate and execute any amendments to Exhibit "A" of this Agreement on behalf of COUNTY as authorized by the Board of Supervisors. CITY shall designate a "Contract Administrator" who shall, under the supervision and direction of CITY, be authorized to execute amendments to Exhibit "A" on behalf of CITY.

F. _____ [] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "B" are incorporated herein and shall additionally apply to this agreement regarding payment of services.

G. _____ [] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "C" are incorporated herein and shall additionally apply to this agreement regarding payment for the Fire Engine Use Agreement.

H. Notwithstanding Paragraph G herein if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this agreement regarding payment of services. In the event that a fire engine, owned and maintained by the CITY has a catastrophic failure, the COUNTY Fire Chief may allow use of a COUNTY fire engine, free of charge up to one hundred twenty (120) days. After the initial one hundred twenty (120) days, a rental fee will be applied to the CITY invoice for use of said COUNTY fire engine. The rental fee shall be Nine Hundred Forty Four Dollars (\$944.00) per day; or Six Thousand Six Hundred Eight Dollars (\$6,608.00) per week.

SECTION IV: INITIAL TERM AND AMENDMENT

A. The term of this Agreement shall be from July 1, 2017, to June 30, 2018.

B. One (1) year prior to the date of expiration of this Agreement, CITY shall give COUNTY written notice of whether CITY intends to enter into a new Agreement with COUNTY for Fire Services and, if so, whether CITY intends to request a change in the level of Fire Services provided under this Agreement.

SECTION V: TERMINATION

During the terms of this Agreement, this Agreement may only be terminated by the voters of either the COUNTY or the CITY pursuant to Government Code §55603.5.

SECTION VI: COOPERATIVE OPERATIONS

All Fire Services contemplated under this Agreement shall be performed by both parties to this Agreement working as one unit; therefore, personnel and/or equipment belonging to either CITY or COUNTY may be temporarily dispatched elsewhere from time to time for mutual aid.

SECTION VII: MUTUAL AID

Pursuant to Health and Safety Code Sections 13050 et seq., when rendering mutual aid or assistance, COUNTY may, at the request of CITY, demand payment of charges and seek reimbursement of CITY costs for personnel, equipment use, and operating expenses as funded herein, under authority given by Health and Safety Code Sections 13051 and 13054. COUNTY, in seeking said reimbursement pursuant to such request of CITY, shall represent the CITY by following the procedures set forth in Health and Safety Code Section 13052. Any recovery of CITY costs, less actual expenses, shall be paid or credited to the CITY, as directed by CITY.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Sections 13051 and 3054 to the officer designated by CITY.

SECTION VIII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code Section 13009, COUNTY may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using CITY equipment and personnel under the terms of this Agreement, COUNTY may, on request of CITY, bring such an action for collection of costs incurred by CITY. In such a case CITY appoints and designates COUNTY as its agent in said collection proceedings. In the event of recovery, COUNTY shall apportion to CITY its pro-rata proportion of recovery, less the reasonable pro-rata costs including legal fees.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Section 13009 to the officer designated by CITY.

In the event the CITY elects to use COUNTY funded Fire Marshal services, the services will be provided at a cost outlined in COUNTY Ordinance 671(Establishing Consolidated Fees For Land Use and Related Functions).

SECTION IX: PROPERTY ACCOUNTING

All personal property provided by CITY and by COUNTY for the purpose of providing Fire Services under the terms of this Agreement shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the COUNTY for the segregation, care, and use of the respective property of each.

SECTION X: FACILITY

CITY shall provide Fire Station(s), strategically located to provide standard response time within City of Perris from which fire operations shall be conducted. If the Fire Station(s) are owned by the CITY, the CITY shall maintain the facilities at CITY's cost and expense. In the event CITY requests COUNTY to undertake repairs or maintenance costs or services, the costs and expenses of such repairs or maintenance shall be reimbursed to COUNTY through the Support Services Cost Allocation, or as a direct Invoice to the CITY.

SECTION XI: INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by applicable law, COUNTY shall and does agree to indemnify, protect, defend and hold harmless CITY, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively, "**Indemnitees**") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the Services performed hereunder by COUNTY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of COUNTY, its officers, employees, subcontractors, agents, or representatives (collectively, "**Liabilities**"). Notwithstanding the foregoing, the only Liabilities with respect to which COUNTY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

To the fullest extent permitted by applicable law, CITY shall and does agree to indemnify, protect, defend and hold harmless COUNTY, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives (collectively, "**Indemnitees**") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder, by CITY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of CITY its officers, employees, subcontractors, agents, or representatives (collectively, "**Liabilities**"). Notwithstanding the foregoing, the only Liabilities with respect to which CITY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

SECTION XII: AUDIT

A. COUNTY and CITY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this Agreement. COUNTY and CITY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated or as required by law, and to allow the auditor(s) of the other party access to such records during normal business hours. COUNTY and CITY agree to a similar right to audit records in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

B. Each party shall bear their own costs in performing a requested audit.

SECTION XIII: DISPUTES

CITY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITY, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of CITY has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the CITY and COUNTY employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. CITY and COUNTY agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between CITY and COUNTY representatives may be resolved, by mutual agreement of the parties, through mediation. Such mediator will be jointly selected by the parties. The costs associated with mediator shall be shared equally among the participating parties. If the mediation does not resolve the issue(s), or if the parties cannot agree to mediation, the parties reserve the right to seek remedies as provided by law or in equity. The parties agree, pursuant to *Battaglia Enterprises v. Superior Court* (2013) 215 Cal.App.4th 309, that each of the parties are sophisticated and negotiated this agreement and this venue at arm's length. Pursuant to this Agreement, the parties agree that venue for litigation shall be in the Superior Court of Riverside County. Should any party attempt to defeat this section and challenge venue in Superior Court, the party challenging venue stipulates to request the Court change venue to San Bernardino County and shall not ask for venue in any other County.

Any claims or causes of actions, whether they arise out of unresolved disputes as specified in this Section or claims by third parties that are made against the COUNTY, shall be submitted to the Office of the Clerk of the Board for the County of Riverside in a timely manner. For claims made against the COUNTY that involve CalFire employees, to the extent permissible under the COUNTY's contract with CalFire, the claims will be forwarded on to CalFire for processing.

SECTION XIV: ATTORNEY'S FEES

If CITY fails to remit payments for services rendered pursuant to any provision of this Agreement, COUNTY may seek recovery of fees through litigation, in addition to all other remedies available.

In the event of litigation between COUNTY and CITY to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay the prevailing party's costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such litigation.

SECTION XV: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

COUNTY
County Fire Chief
210 W. San Jacinto Ave.
Perris, CA 92570

CITY OF PERRIS
City Manager
101 North D Street
Perris, CA 92570

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

SECTION XVI: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of Fire Services. It may be amended or modified upon the mutual written consent of the parties hereto where in accordance with applicable state law. This Agreement does NOT supplement other specific agreements entered into by both parties for equipment or facilities, and excepting those equipment or facilities agreements, this Agreement cancels and supersedes any previous agreement for the same or similar services.

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///

[Signature Provisions on following page]

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

CITY OF PERRIS

Dated: _____

By: _____
Michael M. Vargas, Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Nancy Salazar, City Clerk

By: _____
Eric Dunn, City Attorney

(SEAL)

COUNTY OF RIVERSIDE

Dated: _____

By: _____
Chairman, Board of Supervisors

ATTEST:

APPROVED AS TO FORM:
GREGORY P. PRIAMOS,
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By: _____
Deputy

By: _____
NEAL KIPNIS
Deputy County Counsel

(SEAL)

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF PERRIS
ESTIMATE DATED JUNE 1, 2017 FOR FY 2017/2018

| | CAPTAIN'S | CAPTAIN'S MEDICS | ENGINEER'S | ENGINEER MEDICS | FF II'S | FF II MEDICS | TOTALS | | | | | |
|---|----------------|---------------------|----------------|--------------------|----------------------------|-----------------|-------------|--------------------|-------------|-----|---------|-----|
| STA #101 | | | | | | | | | | | | |
| Medic Engine | 222,079 | 1.0 | 193,914 | 1.0 | 0 0.0 | 169,566 1.0 | 568,736 3.0 | 1,154,295 | 6.0 | | | |
| Vacation Relief | 0 | 0.0 | 0 | 0.0 | 193,914 | 1.0 | 0 | 0.0 | 0 | 0.0 | 193,914 | 1.0 |
| SUBTOTALS | 222,079 | 0 | 387,829 | 0 | 169,566 | 568,736 | | 1,348,209 | | | | |
| SUBTOTAL STAFF | 1 | 0 | 2 | 0 | 1 | 3 | | | 7 | | | |
| ESTIMATED SUPPORT SERVICES | | | | | | | | | | | | |
| Administrative/Operational | | | | 21,065 | per assigned Staff ** | | | 153,143 | 7.27 | | | |
| Volunteer Program | | | | 9,309 | Per Entity Allocation | | | 4,655 | 0.5 | | | |
| Medic Program | | | | | Medic FTE/Defib Basis | | | 25,999 | 3.0 | | | |
| Battalion Chief Support | | | | 72,687 | .27 FTE per Station | | | 72,687 | 1.0 | | | |
| Fleet Support | | | | 55,155 | per Fire Suppression Equip | | | 55,155 | 1.0 | | | |
| ECC Support | | | | | Calls/Station Basis | | | 112,940 | | | | |
| Comm/IT Support | | | | | Calls/Station Basis | | | 181,161 | | | | |
| Hazmat Support | | | | | | | | 16,895 | | | | |
| SUPPORT SERVICES SUBTOTAL | | | | | | | | 622,635 | | | | |
| FIRE ENGINE USE AGREEMENT (E101) | | | | 25,331 | each engine | | | 25,331 | 1 | | | |
| TOTAL STAFF COUNT | | | | | | | | | 7.27 | | | |
| ESTIMATED SUBTOTAL STA 101 | | | | | | | | \$1,996,176 | | | | |

SUPPORT SERVICES

Administrative & Operational Services

Finance
Training
Data Processing
Accounting
Personnel

Procurement
Emergency Services
Fire Fighting Equip.
Office Supplies/Equip.

7.0 Assigned Staff Sta 101
0.27 Battalion Chief Support Sta 101
7.27 Total Assigned Staff Sta 101

1.00 Fire Stations Sta 101
3,260 Number of Calls Sta 101
3 Assigned Medic FTE
1 Monitors/Defibs
1.00 Hazmat Stations Sta 101
10 Number of Hazmat Calls St 101

| | <u>CAPTAIN'S</u> | <u>CAPTAIN'S</u> <u>MEDICS</u> | <u>ENGINEER'S</u> | <u>ENGINEER</u> <u>MEDICS</u> | <u>FF II'S</u> | <u>FF II</u> <u>MEDICS</u> | <u>TOTALS</u> | | | | | |
|-----------------------|------------------|-----------------------------------|-------------------|----------------------------------|----------------|-------------------------------|----------------|----------|----------------|----------|------------------|-----------|
| STA #90 | | | | | | | | | | | | |
| Medic Truck | 333,118 | 1.5 | 387,829 | 2.0 | 216,601 | 1.0 | 508,697 | 3.0 | 568,736 | 3.0 | 2,014,981 | 10.5 |
| Medic Truck | | 0* 1.5 | | | | | | | | | 0 | 1.5 |
| SUBTOTALS | 333,118 | 0 | 387,829 | 2 | 216,601 | 1 | 508,697 | 3 | 568,736 | 3 | 2,014,981 | |
| SUBTOTAL STAFF | 3 | 0 | 2 | 1 | 3 | 3 | | | | | | 12 |

(**3 FC - PCA 37134)

ESTIMATED SUPPORT SERVICES

| | | | | |
|--|--------|----------------------------|--------------------|--------------|
| Administrative/Operational | 21,065 | per assigned Staff ** | 258,469 | 12.27 |
| Volunteer Program | 9,309 | Per Entity Allocation | 4,655 | 0.5 |
| Medic Program | | Medic FTE/Defib Basis | 33,996 | 4.0 |
| Battalion Chief Support | 72,687 | .27 FTE per Station | 72,687 | 1.0 |
| Fleet Support | 55,155 | per Fire Suppression Equip | 55,155 | 1.0 |
| ECC Support | | Calls/Station Basis | 112,940 | |
| Comm/IT Support | | Calls/Station Basis | 181,161 | |
| Hazmat Support | | | 16,895 | |
| SUPPORT SERVICES SUBTOTAL | | | 735,958 | |
| FIRE ENGINE USE AGREEMENT (E90) | 25,331 | each engine | 25,331 | 1 |
| TOTAL STAFF COUNT | | | | 12.27 |
| ESTIMATED SUBTOTAL STA 90 | | | \$2,776,270 | |

SUPPORT SERVICES

| | | |
|---------------------------------------|----------|--------------------------------|
| Administrative & Operational Services | 12.0 | Assigned Staff Sta 90 |
| Finance | 0.27 | Battalion Chief Support Sta 90 |
| Training | ** 12.27 | Total Assigned Staff Sta 90 |
| Data Processing | | |
| Accounting | | |
| Personnel | | |
| Procurement | | |
| Emergency Services | | |
| Fire Fighting Equip. | | |
| Office Supplies/Equip. | | |
| | 1 | Fire Station 90 |
| | 3,260 | Number of Calls Sta 90 |
| | 4 | Assigned Medic FTE |
| | 1 | Monitors/Defibs |
| | 1 | Hazmat Stations Sta 90 |
| | 10 | Number of Hazmat Calls St 90 |

ESTIMATED DIRECT CHARGES

32,458

NET ESTIMATED CITY BUDGET

\$4,804,904

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted service

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Hazmat Program - Support staff, operating costs, and vehicle replacement

FY 17/18 ESTIMATED POSITION SALARIES TOP STEP

| | | | |
|---------|---------------------------|----------|-----------------------------------|
| 320,400 | DEPUTY CHIEF | 25,331 | FIRE ENGINE |
| 316,092 | DIV CHIEF | 21,065 | SRVDEL |
| 266,339 | BAT CHIEF | 9,309 | VOL DEL |
| 222,079 | CAPT | 7,997 | MEDIC FTE |
| 247,155 | CAPT MEDIC | 2,007 | MEDIC MONITORS/DEFIBS REPLACEMENT |
| 193,914 | ENG | 72,687 | BATT DEL |
| 216,601 | ENG/MEDIC | 17,085 | ECC STATION |
| 169,566 | FF II | 29.40 | ECC CALLS |
| 189,579 | FF II/MEDIC | 55,155 | FLEET SUPPORT |
| 158,048 | FIRE SAFETY SUPERVISOR | 27,402 | COMM/IT STATION |
| 150,260 | FIRE SAFETY SPECIALIST | 47.17 | COMM/IT CALLS |
| 128,390 | FIRE SYSTEMS INSPECTOR | 2,301 | FACILITY STATION |
| 93,455 | OFFICE ASSISTANT III | 618.79 | FACILITY FTE |
| 74,464 | SECRETARY I | 4,186 | HAZMAT STATION |
| 116,074 | EMERGENCY SVC COORDINATOR | 1,172.16 | HAZMAT CALLS |
| | | 1,974 | HAZMAT VEHICLE REPLACEMENT |

FY 17/18 DIRECT BILL ACCOUNT CODES

| | |
|--------|--------------------------------|
| 520230 | Cellular Phone |
| 520300 | Pager Service |
| 520320 | Telephone Service |
| 520800 | Household Expense |
| 520805 | Appliances |
| 520815 | Cleaning and Custodial Supp |
| 520830 | Laundry Services |
| 520840 | Household Furnishings |
| 520845 | Trash |
| 521380 | Maint-Copier Machines |
| 521440 | Maint-Kitchen Equipment |
| 521540 | Maint-Office Equipment |
| 521600 | Maint-Service Contracts |
| 521660 | Maint-Telephone |
| 521680 | Maint-Underground Tanks |
| 522310 | Maint-Building and Improvement |
| 522360 | Maint-Extermination |
| 522860 | Medical-Dental Supplies |
| 522870 | Other Medical Care Materials |
| 522890 | Pharmaceuticals |
| 523220 | Licenses And Permits |
| 523680 | Office Equip Non Fixed Assets |
| 526700 | Rent-Lease Bldgs |
| 526940 | Locks/Keys |
| 527280 | Awards/Recognition |
| 529500 | Electricity |
| 529510 | Heating Fuel |
| 529550 | Water |
| 537240 | Intermd Exp-Utilities |
| 542060 | Improvements-Building |

EXHIBIT "C"

**TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL AID FOR THE CITY OF PERRIS
DATED JUNE 6, 2017**

**PAYMENT FOR SERVICES
ADDITIONAL SERVICES
FIRE ENGINE USE AGREEMENT**

Station 101

Engine E101, RCO No. 10-801 \$ 25,331.00

Station 90

Engine E90, RCO No. 06-809 \$ 25,331.00

\$ 50,662.00

The Fire Engine Use Agreement is utilized in the event that a fire engine(s) which was initially purchased by the CITY, and then the CITY elects to have the COUNTY take responsibility of said fire engine(s). The Fire Engine Use Agreement guarantees the CITY the use of this fire engine(s), the COUNTY network of equipment, and resources of the COUNTY.

This fire engine(s) shall be used as an integrated unit for Fire Services as set forth in this Cooperative Agreement between the COUNTY and CITY, and shall be stationed primarily in the CITY. The change in ownership of the fire engine does not waive or supersede any responsibilities of the CITY pursuant to this agreement. This exhibit is strictly to further detail for the CITY, the responsibilities and costs associated within the Cooperative Agreement between the COUNTY and CITY; therefore, the Fire Engine Use Agreement is inseparable.

The CITY will have the option of transferring title of said fire engine(s) to the COUNTY. If the CITY transfers title of said fire engine(s) to the County, the County will take ownership of the said fire engine(s), and the County will maintain insurance on said fire engine(s). If the CITY opts to maintain ownership and title of said fire engine(s), the CITY will maintain insurance on said fire engine(s). Proof of Insurance is to be provided to the COUNTY.

The COUNTY will ensure a working fire engine(s) is available for the CITY at all times under this agreement. All capital improvements and/or betterments to the fire engine(s) listed above, will be the responsibility and paid for by the COUNTY under this Agreement.

When the Riverside County Fire Department Fleet personnel determine the fire engine(s) listed above is due for replacement, the COUNTY will purchase a new fire engine(s); and, survey the old fire engine(s).

The annual cost for this service is calculated at 1/20 of the replacement cost. The current replacement cost is \$506,625.00. If this Agreement is entered into mid-year, the annual cost will be prorated accordingly.

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: June 13, 2017

SUBJECT: OpenGov Software Contract to Provide an Interactive Financial Transparency Portal Online

REQUESTED ACTION: Authorize the City Manager to execute the contract with OpenGov, Inc. for a new interactive financial transparency portal software program

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

BACKGROUND/DISCUSSION:

On March 29, 2016, the City Council approved several major recommendations of the Ways and Means Subcommittee. One of the main objectives to be achieved included an expansion of the City's efforts to provide financial transparency to the public.

The contract proposed with this staff report is for OpenGov, an interactive software program used by many California municipalities to allow members of the public to view financial information 24/7 online. There will be a link to the software platform on the City's website and financial data will be updated directly from the City's new accounting system, MUNIS.

On April 20, 2017, the Ways and Means Subcommittee was provided a demonstration from two consultants offering to provide an interactive software program and a recommendation for OpenGov was made by the Subcommittee members. This technology will allow the City to continue transparency efforts and promote better communication and information sharing with the public.

BUDGET (or FISCAL) IMPACT:

This contract is for a three year term. The first year includes setup costs and totals \$16,522 (to begin July 1, 2017). Fiscal years 18/19 and 19/20 will incur an annual fee of \$13,282.

Reviewed by:
Interim Assistant City Manager *DM*
Assistant Director of Finance *JE*

Attached: Proposed Contract & OpenGov Informational Flyer

Consent

CITY OF PERRIS

CONTRACT SERVICES AGREEMENT FOR

ONLINE TRANSPARENCY SOFTWARE SETUP AND MAINTENANCE

This Contract Services Agreement ("Agreement") is made and entered into this 1st day of July 2018, by and between the City of Perris, a municipal corporation ("City"), and OpenGov, Inc., a California corporation ("Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of forty three thousand, eighty-six dollars (\$43,086.00) ("Contract Sum").

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant shall be paid a lump sum at the beginning of each annual contract period.

3.0 COORDINATION OF WORK

3.1 Representative of Consultant. Jennifer Erwin, Assistant Director of Finance is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and make all decisions in connection therewith.

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

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

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

4.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

4.2 Indemnification.

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

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability

(including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

5.0 TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until June 30, 2020.

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

6.0 MISCELLANEOUS

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

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

6.3 Conflict of Interest. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any state statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. When requested by the Contract Officer, prior to the City's execution of this Agreement, Consultant shall provide the City with an executed statement of economic interest.

6.4 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail, in the case of the City, to the City Manager and to

the attention of the Contract Officer, City of Perris, 101 North "D" Street, Perris, CA 92570, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

ATTEST: "CITY"
CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

By: _____
Richard Belmudez, City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Eric L. Dunn, City Attorney

"CONSULTANT"
OpenGov, Inc., a California Corporation

By: _____
Signature

Print Name and Title

By: _____
Signature

Print Name and Title

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

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

SOFTWARE SERVICES

Subject to the terms and conditions of these OpenGov Terms and Conditions (the "Agreement"), OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Software Agreement entered into by OpenGov and the City of Perris ("Customer").

Customer understands that OpenGov's performance depends on Customer timely providing OpenGov with a copy of the Customer's chart of accounts in .csv or .xls format. In addition, Customer agrees to provide OpenGov with five or more years of general ledger data, also in .csv or .xls format, including budget data for the current year and actual expense and revenue data for past years. Any dates or time periods relevant to OpenGov's performance will be extended appropriately and equitably to reflect any delays caused by Customer's failure to timely deliver any such materials. OpenGov shall not be liable for any delays in performance under this Agreement resulting from Customer's failure to meet these obligations.

RESTRICTIONS AND RESPONSIBILITIES

This is a contract for access to the Software Services and Customer agrees not to, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Software Services, documentation or data related to the Software Services, except to the extent such a restriction is limited by applicable law; modify, translate, or create derivative works based on the Software Services; or copy, rent, lease, distribute, assign, sell, or otherwise commercially exploit, transfer, or encumber rights to the Software Services; or remove any proprietary notices.

Customer will use the Software Services only in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions).

Customer shall be responsible for obtaining and maintaining any equipment and other services needed to connect to, access or otherwise use the Software Services and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent.

OWNERSHIP. OpenGov retains all right, title, and interest in the Software Services and all intellectual property rights (including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature) therein.

CONFIDENTIALITY. Each party (the "Receiving Party") agrees not to disclose (except as permitted herein) any Confidential Information of the other party (the "Disclosing Party") without the Disclosing Party's prior written consent. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all documentation relating to the Software Services. "Confidential Information" does not include "Public Data," which is data that the Customer has previously released or would be required to release according to applicable federal, state, or local public records laws. The Receiving Party agrees: (i) to use and disclose the Confidential Information only in connection with this Agreement; and (ii) to protect Such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has become publicly known through no breach by the receiving party; (ii) was rightfully received by the receiving party from a third party without restriction on use or disclosure; or (iii) is independently developed by the Receiving Party without access to such Confidential Information. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

DATA LICENSE. Customer grants OpenGov a non-exclusive, transferable, perpetual, worldwide, and royalty-free license to use any data or information submitted by Customer to OpenGov for the development of new software or the provision of the Software Services.

EXHIBIT "B"

SPECIAL REQUIREMENTS

WARRANTY AND DISCLAIMER

OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Software Services shall be performed in a professional and workmanlike manner in accordance with generally prevailing industry standards.

Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all right, title, and interest in and to all data provided to OpenGov for use in and in connection with this Agreement, or possesses the necessary authorization thereto; (iii) OpenGov's use of such materials in connection with the Software Services will not violate the rights of any third party and (iv) it will not transfer any Personally Identifiable Information ("PII") to the Software Services platform.

OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS THE SECTION "WARRANTY AND DISCLAIMER", THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

OpenGov Service Level Metrics

1. **SCHEDULED DOWNTIME.** When needed, OpenGov will schedule downtime for routine maintenance or system upgrades ("Scheduled Downtime") for its Services. OpenGov shall exercise commercially reasonable efforts to schedule Scheduled Downtime outside of peak traffic periods. OpenGov will notify Customer's designated contact at least twenty-four (24) hours prior to the occurrence of Scheduled Downtime.

2. **SYSTEMS ACCESSIBILITY WARRANTY.**

A. The Services will be accessible 99.9% of the time, 7 days of the week, and 24 hours per day, as calculated over a calendar month ("Systems Accessibility Warranty"). Such System Accessibility Warranty shall not apply to, and OpenGov will not be responsible for, any inaccessibility which: 1) results from Scheduled Downtime, including a maintenance period every Tuesday from 6:00pm Pacific Time to 11:00pm Pacific Time; 2) results from a failure of equipment, software or services not under the direct control of OpenGov; 3) results from the failure of communication or telephone access service or other outside service or equipment not the fault of OpenGov; 4) is caused by a third party not under OpenGov' control; or 5) is a result of causes beyond the reasonable control of OpenGov, including any force majeure event. To the extent solely under OpenGov' control, OpenGov shall be responsible for monitoring and maintaining adequate controls over Customer Data transmissions and storage. OpenGov shall be solely responsible for setting applicable data processing and transmission parameters.

B. If the Services experience Downtime, then as Customer's sole and exclusive remedy, and OpenGov' sole and exclusive financial liability and obligation, Customer is entitled to a Service Level Credit equal as follows:

| Monthly Uptime Percentage | Percentage of monthly bill for Services to be credited to future monthly bills of Customer |
|---------------------------|--|
| 99.00% - < 99.9% | 10% |
| 95.00% - < 99.00% | 25% |
| < 95.00% | 50% |

- "Downtime" means that for a valid request by our external verification service, made on no less than a minutely basis, results in a server error (HTTP status 5XX or the server response takes 3 or more minutes).
- "Downtime Period" means a period of fifteen consecutive minutes of Downtime. Intermittent Downtime for a period of less than fifteen minutes will not be counted towards any Downtime Periods.
- "Monthly Uptime Percentage" means total number of minutes in a month, minus the number of minutes of Downtime suffered from all Downtime Periods in a month, divided by the total number of minutes in a month.

C. To receive a Service Level Credit, Customer must submit a written request for Service Level Credits to Customer's designated account manager or the OpenGov support team. To be eligible, the request must (i) include the dates and times of each incident of Downtime experienced by Customer in the preceding month; and (ii) be received by OpenGov within thirty days after the end of the current monthly period in which the Downtime occurred.

D. Upon receipt of a Service Level Credit request in compliance with the above requirements, OpenGov shall have 30 days to review the request and to validate the information provided. If OpenGov determines in good faith that the Services failed to meet the Systems Accessibility Warranty as alleged in such a request, then OpenGov will apply such Service Level Credits to Customer's next billing period. Customer's failure to comply with the provisions of Section 2.C. above will disqualify it from receiving a Service Level Credit.

E. Customers whose accounts are past due, delinquent, and/or not in good standing at any time during the service month of a given service outage are not eligible for a credit.

OpenGov Support Services

1. **Support.** Customer support is available via email 12 hours per day, Monday through Friday, excluding OpenGov corporate designated holidays. See below for a list of holidays observed by OpenGov. Problems may be reported any time, however, OpenGov will not be obligated to assign work after business hours (9 a.m. to 5 p.m. Pacific Time).
2. **Liaisons.** On or before the Activation Date, Customer and OpenGov shall each designate a liaison as a respective point of contact for technical issues. Each party may change such liaison upon written notice from time to time at reasonable intervals. OpenGov will not be obligated to provide support to any person other than the Customer's designated liaison.
3. **Holidays.** OpenGov observes the following holidays: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Eve.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

| Product | Contract Effective Date | Contract End Date | Annual Fee | Total Price |
|---|-------------------------|-------------------|---------------|---------------|
| OpenGov Intelligence Implementation for Tier 1 Accounting Systems | 7/1/2017 | | USD 0.00 | USD 3,240.00 |
| OpenGov Transparency and Intelligence - Between \$40-60 Million | 7/1/2017 | 6/30/2020 | USD 13,282.00 | USD 39,846.00 |

First Term USD 16,522.00 – FY 17/18

Annual Fee USD 13,282.00 – FY 18/19

Annual Fee USD 13,282.00 – FY 19/20

OpenGov Intelligence

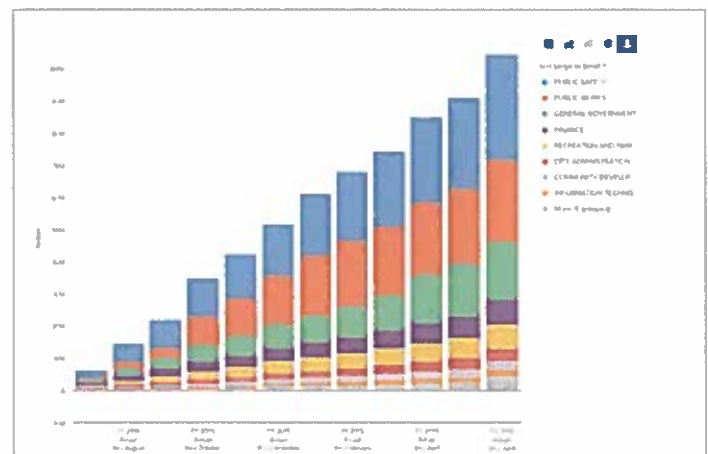
Operational reporting and analytics
for the 21st century government

OpenGov Intelligence is an easy-to-use reporting and analytics platform that allows you to quickly make data-driven decisions across your organization.

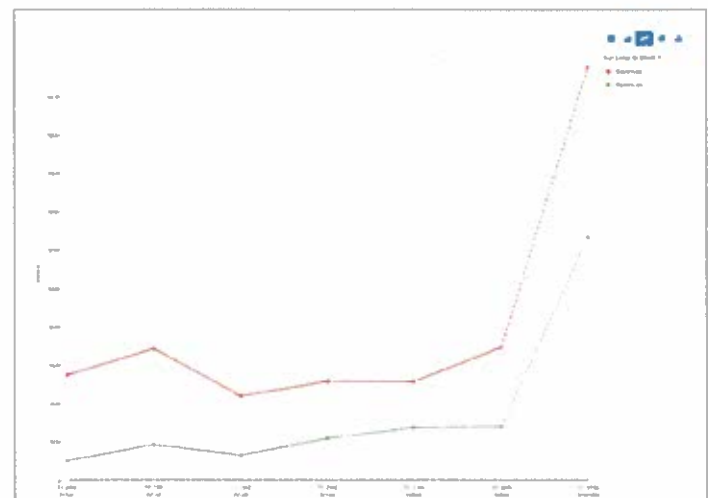
Free Your Data & Empower Your Agency

Typically only a few people are trained to run financial reports, yet requests keep streaming in — slowing down your organization and subjecting you to incessant interruptions. Save time by allowing anyone to quickly access information and drill down into the details with little or no training.

- **Reduce Interruptions:** Allow any employee to run a report using trusted source data
- **Eliminate backlogs:** Speed report completion by empowering more people to access information
- **Deliver the details:** Allow non-financial personnel to dive into the data without having to re-query your financial and ERP systems.



Track monthly expenses against your annual budget



Report on capital project revenues and expenses

Bring Your Data to Life

Most legacy financial systems make you start from the top and then drill down. With OpenGov, start at any level of your Chart of Accounts. Pull data from anywhere and mix and match to obtain new insights. Run multi-fund & revenue reports with ease.

Securely share insights & data

Sharing should be simple. But with most financial systems (and spreadsheets) it is not. With OpenGov Intelligence, you can remove information silos and make sure everyone has current information. Powerful access controls let you decide who sees your reports and how deep viewers can dive into your data.

Tell your entire story

Create powerful narratives by combining charts and annotations to convey both financial and non-financial data to your teams and keep everyone on the same page and speaking a common language.

Publish when ready

Determine what reports and data are available across your organization with powerful access controls and sharing. Your data is securely stored on the cloud.

“I believe OpenGov was a factor in helping us achieve the historic AAA rating because of our commitment to transparency.”

—Jim Purtee,
Simi Valley Assistant City Manager

Unlock Insights & Increase Productivity

- + Report across your Chart of Accounts
- + Securely share reports within your Agency
- + Reports reflect the most recent data

See OpenGov In Action
Request your personalized demo today!
opengov.com/demo

Trusted by



OpenGov Transparency

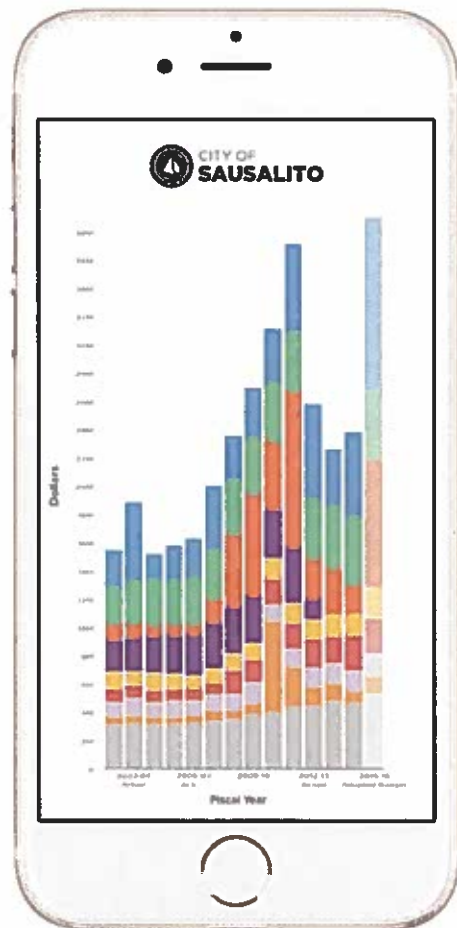
Engage citizens. Build trust.

Engage your citizens and tell your story. Enable internal stakeholders and the public to understand historical and planned spend and show how money is utilized for the community.

Tell Your Whole Story

Guide your citizens from data to insights with intuitive reports and visualizations complemented with your annotations and narrative. Build immediate trust by allowing them to dive into the details, in seconds, and answer questions on the fly.

- **Inspire trust:** Give your constituents the ability to explore the data underlying your reports down to a specific transaction.
- **Guide exploration:** Provide citizens with saved views and narrative annotations that help them understand reports.
- **Reflect your chart of accounts:** Keep information in context and accurately reflect financial truths.



21st Century Transparency

Your constituents have come to expect increased transparency and anytime, anywhere access to information. Turn this desire to engage into a benefit for your organization, drive civic engagement around key issues and align budgeting decisions to citizen priorities.

Answers on-demand

Easily create an online portal where the public can ask their questions in real-time. Reduce freedom of information requests and increase citizen trust.

Open your checkbook

Surface your check-level expenditures to inform citizens, uncover insights, and drive trust in the information presented.

Go beyond your PDFs

Information contained in PDFs is not easily analyzed and becomes outdated quickly. Provide your departments and citizens the best information with a modern transparency solution.

“The OpenGov Platform is the best way to publish and share the budget and historical financial information with the community, officials, and staff.”

-Jason Johnson
Budget and Technology Manager
City of Rocklin, CA

Popular Transparency Reports

- Annual revenues & expenses
- Treasurer's report
- Performance data such as 311 requests

See OpenGov in action.

Request your personalized demo today!

opengov.com/demo

Trusted by



CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: June 13, 2017

SUBJECT: Investment Report – Quarter Ended March 31, 2017

REQUESTED ACTION: Receive and File Quarterly Investment Report for the Quarter Ended March 31, 2017

CONTACT: Jennifer Erwin, Assistant Director of Finance 

BACKGROUND/DISCUSSION: The California Government Code establishes requirements for Treasurer's Investment Reports and investment practices. Section 53646 of the Code states that the City's Treasurer shall render a quarterly report to the City Manager and City Council.

The earnings for the second quarter of 2016-17, as presented in this report, are \$439,097.83.

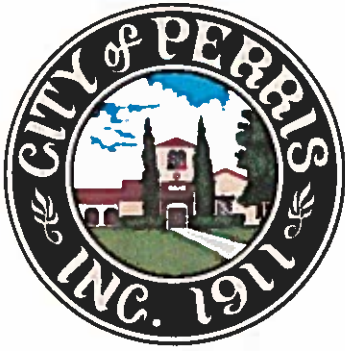
The City continues to employ an investment strategy of maximizing yield while maintaining security of the City's invested funds as specified in the investment policy adopted by the Council.

BUDGET (or FISCAL) IMPACT: Interest income earned for the first quarter of Fiscal Year 2016-2017 as reported is \$439,097.83. The projected interest income for the General Fund is \$90,670.48.

Assistant City Manager 

Attachments:
Memorandum
Quarterly Investment Report

Consent



CITY OF PERRIS
DEPARTMENT OF FINANCE
101 North 'D' Street, Perris, CA 92570-2200
TEL: 951-943-4610 FAX: 951-943-5065

Memorandum

TO: Honorable Mayor and Members of the Perris City Council
FROM: Jennifer Erwin, Assistant Director of Finance
DATE: June 6, 2017
SUBJECT: Quarterly Investment Report as of March 31, 2017

I hereby certify that this quarterly investment report (see attached Exhibit A) accurately reflects all investments and is in compliance with the City's Investment Policy. Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditures for the next six months.

Submitted & Approved by:



Jennifer Erwin, Assistant Director of Finance 6/6/17
Date

EXHIBIT A

City of Perris
Quarterly Investment Report
January 1, 2017 - March 31, 2017

Current Quarter Ending March 31, 2017

| Type of Investment | Institution | Maturity Date | Deposit Amount * | Interest Received |
|---|--|----------------------|-------------------------|--------------------------|
| Pooled | Citizens Business Bank (Premiere Money Market) | Liquid | 29,746,818.56 | 21,985.92 |
| Pooled | Citizens Business Bank (Investment) | Liquid | 18,143,388.82 | 84,324.30 |
| Pooled | Local Agency Investment Fund (LAIF) | Liquid | 3,383,577.90 | 6,473.26 |
| Pooled | U.S. Bank (Investment) | Liquid | 9,799,830.50 | 30,148.95 |
| Pooled | Chandler Asset Management | Liquid | 58,184,186.67 | 296,165.40 |
| Total Interest Earning for Period Ending March 31, 2017: | | | \$ | 439,097.83 |

* Average Quarterly Cash Balance per Investment Account

CITY OF PERRIS
Projected Cash Balances & Projected Interest Income as of March 31, 2017
Fiscal Year 2016 - 2017

| FUND # | FUND NAME | Projected Balances as of 3/31/2017 | Projected Interest Income for quarter ending 3/31/2017 |
|---------------|--|---|---|
| 001 | GENERAL FUND* | 25,780,852.57 | 90,670.48 |
| 106 | RAILWAY DEPOT RESTORATION | 129,180.48 | 454.32 |
| 109 | AQMD - AIR QUALITY MANAGEMENT | 331,228.48 | 1,164.92 |
| 112 | TRAFFIC SAFETY | 1,654,933.45 | 5,820.35 |
| 115 | OFFICE OF TRAFFIC SAFETY | 79,095.08 | 278.18 |
| 121 | STREET LIGHTING - PROPERTY TAX | 1,569,643.09 | 5,520.39 |
| 124 | STREET LIGHTING - MD 84-1 | 1,179,670.18 | 4,148.86 |
| 127 | LANDSCAPE MAINTENANCE DISTRICT 1 | 3,487,458.78 | 12,265.29 |
| 130 | FLOOD CONTROL MAINTENANCE DISTRICT | 7,074,956.18 | 24,882.41 |
| 133 | ROAD & BRIDGE BENEFIT DISTRICT | 29,177,109.38 | 102,615.01 |
| 136 | GAS TAX | 5,679,219.86 | 19,973.65 |
| 142 | MEASURE A | 4,461,478.92 | 15,690.89 |
| 157 | CITY PROJECTS - EXTERNAL CONTRIBUTIONS | 5,604,966.11 | 19,712.50 |
| 160 | STORM DRAIN DEVELOPER FEES | 12,525,638.04 | 44,052.29 |
| 163 | DEVELOPMENT FEES | 15,231,806.85 | 53,569.81 |
| 165 | COMM ECONOMIC DEV CORP | 4,543,200.38 | 15,978.30 |
| 170 | HUD - NSP3 - FEDERAL | 233,324.28 | 820.59 |
| 180 | HOUSING AUTHORITY | 21,299.31 | 74.91 |
| 204 | CFD 90-2 GREEN VALLEY | 24,498.82 | 86.16 |
| 205 | CFD 91-1 SPECTRUM | 7,644.05 | 26.88 |
| 206 | CFD 93-1R MAY RANCH | 25,280.51 | 88.91 |
| 208 | CFD 93-2R PERRIS PLAZA | 100,674.68 | 354.07 |
| 212 | CFD 2001-1 MAY FARMS IA #4-7 | 29,368.45 | 103.29 |
| 216 | CFD 200X WILLOWBROOK #2 | 47,252.00 | 166.18 |
| 219 | CFD 2004-5 AMBER OAKS II | 8,129.25 | 28.59 |
| 225 | CFD 2005-4 STRATFORD RANCH | 1,558.23 | 5.48 |
| 226 | CFD 2006-3 ALDER | 317,190.74 | 1,115.55 |
| 228 | CFD 2006-2 MONUMENT PARK | 6,343.89 | 22.31 |
| 229 | CFD 2005-1 #3 LENNAR | 5,020.62 | 17.66 |
| 230 | CFD 2005-1 #3 CENTEX | 11,271.06 | 39.64 |
| 232 | CFD 2001-1 MAY FARMS #5 | 12,943.64 | 45.52 |
| 237 | CFD 88-1 (NEW) | 43,079.78 | 151.51 |
| 238 | CFD 88-3 (NEW) | 14,576.96 | 51.27 |
| 239 | CFD 90-1 (NEW) | 14,752.84 | 51.89 |
| 240 | CFD 2007-2 PACIFIC HERITAGE | 33,971.99 | 119.48 |
| 241 | CFD 2002-1R WILLOWBROOK | 25,201.76 | 88.63 |
| 242 | CFD 2001-1 #1R MAY FARMS | 5,963.65 | 20.97 |

CITY OF PERRIS
Projected Cash Balances & Projected Interest Income as of March 31, 2017
Fiscal Year 2016 - 2017

| FUND # | FUND NAME | Projected Balances as of 3/31/2017 | Projected Interest Income for quarter ending 3/31/2017 |
|---------------|--------------------------------------|---|---|
| 243 | CFD 2001-1 #2R MAY FARMS | 8,404.06 | 29.56 |
| 244 | CFD 2001-1 #3R MAY FARMS | 19,021.36 | 66.90 |
| 245 | CFD 2001-2R VIL OF AVALON | 531,460.64 | 1,869.13 |
| 246 | CFD 2006-1R MERITAGE | 5,457.36 | 19.19 |
| 247 | CFD 2014-1 AVELINA | 159,769.86 | 561.91 |
| 248 | CFD 2004-3R MONUMENT RANCH | 21,346.18 | 75.07 |
| 249 | CFD 2004-2R CLC | 13,787.71 | 48.49 |
| 250 | CFD 2001-1 #6R MAY FARMS | 6,644.96 | 23.37 |
| 251 | CFD 2001-1 #7R MAY FARMS | 9,795.34 | 34.45 |
| 252 | CFD 2004-1R AMBER OAKS | 1,764.41 | 6.21 |
| 253 | CFD 2003-1R CHAPARRAL RIDGE | 28,930.25 | 101.75 |
| 254 | CFD 2005-2R HARMONY GROVE | 40,057.95 | 140.88 |
| 255 | CFD 2004-3R MONUMENT RANCH IA2 | 10,181.55 | 35.81 |
| 256 | CFD 2014-2 SPECTRUM | 352,178.57 | 1,238.60 |
| 257 | CFD 2005-1R PERRIS VALLEY VISTAS #3 | 2,545.42 | 8.95 |
| 258 | CFD 2005-4R STRATFORD RANCH | 1,993.80 | 7.01 |
| 259 | CFD 2005-4 IA2 STRATFORD STEEPLCHASE | 18,346.75 | 64.52 |
| 271 | AD 86-1 93 SERIES A | 52,472.20 | 184.54 |
| 431 | JPA 2013 SERIES A | 48,838.05 | 171.76 |
| 501 | WATER FUND - CITY | - | - |
| 511 | SEWER FUND - CITY | 1,759,197.21 | 6,187.04 |
| 512 | SEWER FUND - MCCANNA | 180,505.81 | 634.83 |
| 521 | SOLID WASTE FUND - CITY | 1,428,633.96 | 5,024.46 |
| 801 | TRUST FUND | 650,059.69 | 2,286.24 |
| Total: | | 124,851,177.43 | 439,097.83 |

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: June 13, 2017

SUBJECT: Award of Contract for design Services to Crane Architectural Group for the Statler Teen Center

REQUESTED ACTION: That the City Council award a contract to Crane Architectural Group in the amount of \$54,400 to provide design and construction documents for the Statler Teen Center; and that the City Council approve additional \$3,000 for contingency for a total budget of \$57,400

CONTACT: Darren Madkin, Interim Assistant City Manager 

BACKGROUND/DISCUSSION:

The City Council directed staff to prepare construction drawings to renovate Statler Building to house the Perris Teen Center. Staff prepared a Request for Proposals and requested bids from three qualified consultants. Crane Architectural Group was the only bidder to respond and submitted the attached proposal to design and prepare construction documents by utilizing and modifying the existing bid documents/drawings prepared in 2012 to accommodate and create a teen center.

It is recommended that the City Council approve a contract with Crane Architectural Group in the amount of \$54,400 to provide design and construction documents for the Statler Teen Center; and that the City Council approve an additional \$3,000 for contingency for a total budget of \$57,400.

BUDGET (or FISCAL) IMPACT: There is sufficient funding for this contract from Public Improvement Development Impact Fees.

Reviewed by:
Assistant Finance Director 

Assistant City Manager _____

Attachments: Proposal from Crane Architectural Group

Consent: X

CITY OF PERRIS

CONTRACT SERVICES AGREEMENT FOR

[REPLACE THIS LINE WITH DESCRIPTION OF SERVICES]

This Contract Services Agreement ("Agreement") is made and entered into this 19th day of June 2017, by and between the City of Perris, a municipal corporation ("City"), and Crane Architectural Group, a [California corporation] ("Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of fifty four thousand and four hundred dollars (\$54,400) ("Contract Sum").

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant shall be paid monthly.

3.0 COORDINATION OF WORK

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

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

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

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

4.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

4.2 Indemnification.

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

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability

(including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

5.0 TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until _____.

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

6.0 MISCELLANEOUS

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

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

6.3 Conflict of Interest. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any state statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. When requested by the Contract Officer, prior to the City's execution of this Agreement, Consultant shall provide the City with an executed statement of economic interest.

6.4 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail, in the case of the City, to the City Manager and to

the attention of the Contract Officer, City of Perris, 101 North "D" Street, Perris, CA 92570, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

ATTEST:

"CITY"
CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

By: _____
Richard Belmudez, City Manager

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Eric L. Dunn, City Attorney

"CONSULTANT"
INSERT COMPANY HERE, a [insert form of
company here]

By: _____
Signature

Print Name and Title

By: _____
Signature

Print Name and Title

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

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

See Attached proposal "Architectural Services For City of Perris- Statler Teen Center Project"
dated June 6, 2017.

EXHIBIT "B"

SPECIAL REQUIREMENTS

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

See Attached Crane Architectural Fee Proposal in the amount of \$54,400



CRANE ARCHITECTURAL GROUP

Innovations in Architecture

RICHARD J. CRANE JR. A.I.A.
ARCHITECT

June 6, 2017

ARCHITECTURAL SERVICES
FOR

City of Perris
101 N. "D" St.
Perris, CA 92570-1998
Attn: Azita Fakoorbayat

Project: Statler Teen Center Project
120 N. Perris Blvd.
Perris, CA 92570-1998

Description of Proposed Project

Provide architectural design services for the interior non-structural improvements and modifications to the existing bid documents and drawings originally prepared for the Statler Building Improvement Project. The scope of work includes but is not limited to modifying existing bid documents/drawings to accommodate and create a Teen Center consisting of multi-purpose area to accommodate up to four (4) video game systems, foosball or similar table games and furniture.

A complete survey of the building interior to document the existing as-built conditions.

Interior Design

Interior Design modified to incorporate a Teen Center.

Facade Design

- Design and engineering for a 'Portico/canopy at the West entrance of the building
- Design and engineering for a new Facade Relief at the East entrance of the building
- Replace all of the exterior windows to allow natural light where possible. Windows not allowing natural light into a habitable space will incorporate spandrel glass
- Structural and electrical engineering for the new Portico/canopy

Plumbing Design

- Provide new water line for the ice-maker at the new refrigerator location-
- Remove the existing tank type water heater and design and replace with a. new tankless water heater
- Cap the existing gas line in the break area
- Cap water line at the removal of the drinking fountain

Site Design

Site improvements on the west side to accommodate the entrance and portico/canopy only with the improvements to the parking lot. The Scope of work is to include screening of HVAC by other means than landscaping.

- The existing HVAC equipment at the Statler building will be screened by means other than landscaping.
- Civil engineering services include the following:
 - Topographic survey
 - Precise Grading Plan
 - Erosion Control Plan
 - Water Quality Management Plan

Mechanical Engineering

- Provide mechanical engineering and design for two new split system units to replace existing non-working units
- Provide building envelop design and mechanical forms for the new units
- Provide electrical engineering design in order to make sure new units have the required power to the existing panel

Scope of Services:

General

Coordination and communication with City staff is key to achieving the desired results. This project will be managed by Azita Fakoorbayat but will also require coordination with other key Parks & Recreation staff members as well as representatives from other City Departments including Community Development and Public Works.

1. Kick off meeting with City staff to review scope, historical information and design components. Review proposed work plan to ensure that all components and recommendations are acceptable.
2. Provide timeline of work including all points of coordination requiring City staff involvement.
3. Meet with key staff regularly to discuss progress, findings and issues related to the project.
4. Provide regular written progress reports outlining tasks completed and upcoming work plan elements.

Scope of Services

A. Design, Construction Documents & Construction Observation Services (Architectural, Structural, Mechanical / Plumbing /Electrical/Civil Engineering).

I SERVICES TO INCLUDE

A. Design Phase

Crane Architectural Group will assist the city in seeking input on final design concepts and shall provide an evaluation of the existing facility to ensure that at the conclusion of the planned renovations, the building will be functional, efficient and attractive for many years to come.

1. Conduct site reconnaissance and research existing conditions as needed including, but not limited to reviewing historical information and plans provided by City.).
2. Meet with City staff to evaluate known current and future needs and existing issues.
3. Evaluate and provide recommendations regarding efficiency and cost reduction upgrades.

a. GENERAL REQUIREMENTS

1. Meet with the City Staff to coordinate project design. We will attend maximum 4 project design meetings with Staff as required for normal design and processing of the design work. Attendance at public meetings, commission meetings, and council meetings is not anticipated and is not included in this Proposal.
2. Provide design services that will be substantially consistent with project information provided by City Staff as outlined in this Proposal.

3. Provide design services limited by the Project Description and Scope of Services as presented in this proposal.

b. CONCEPTUAL DESIGN PHASE

1. Review related City furnished documents. City shall furnish documents showing existing site improvements, and existing utilities serving the site. If necessary, City shall furnish site survey illustrating site boundaries, easements, and topography.
2. Field measure limited portions of the existing building as necessary reasonably to represent the areas of proposed work. Update existing AutoCAD drawings of existing.
3. Review City furnished architectural program for the Teen Center renovation. Meet with City Staff to verify revised program requirements. Review input to ascertain the requirements of the project and arrive at a mutual understanding of the design goals.
4. Provide a preliminary review of the City's proposed overall development schedule and future construction budget requirements.
5. Prepare maximum 2 initial floor plan studies illustrating interior Teen Center improvements. Present conceptual floor plans to Staff for review and comment. Review City input.
6. Refine preferred building floor plan concept in accordance with City comments. Present to Staff for review and approval. Review City input and repeat as necessary.
7. Prepare initial Teen Center roof plan concept to illustrate the proposed addition. Submit to Staff for review and comment. Review City input.
8. Refine initial roof plan concept in accordance with City comments. Present to Staff for final review and approval. Review City input and repeat as necessary.
9. Prepare initial Teen Center entry elevation concept to illustrate proposed addition. Submit to Staff for review and comment. Review City input.
10. Prepare conceptual site plan.
11. Prepare conceptual opinion of probable construction cost for building and site improvements. Submit to Staff for review and comment.
12. Attend "Review" meeting with City staff.
13. Preparation of final design drawings consisting of a site plan, floor plan, building elevations, & roof plan to describe the size, scope, components and character of the entire project, for governing agencies reviews.
14. Develop probable cost estimate (square footage method).
15. Hold progress meetings with city staff to review design components. (2 meetings are included).

B. Construction Document Phase:

1. Design development of site plan, floor plans, exterior elevations, structural concept drawing and details, from preliminary designs, for client's approval.
2. Implementation of city, county, state, planning and fire department requirements.
3. Development and preparation of construction documents, consisting of drawings, structural calculations, and details as required for building plan checking/permits and construction.
4. Required corrections and coordination with governmental agencies for approvals and building permit ready.
5. Interfacing and coordination with client retained consultants (i.e., soils engineer, contractors, etc.)

6. Assist client in filing the required documents for approval of governing agencies having jurisdiction of the project for building permits. (Actual filing by client)
- C. Construction Observation Phase:
1. Assist the client during project bidding to determine "or-equal" and status of products. Prepare addendum as needed to clarify certain aspects or questions which may arise during bidding.
 2. Onsite assistance and general observation as needed to assist in construction and completion of the project. Three (3) observations are included. Others billed hourly as approved by the client.

II EXCLUSIONS (Services Not Included)

1. All Consultant or Sub-Consultant services that are not listed as services to be included in our Scope of Services. We are proposing to furnish normal architectural, as well as limited mechanical engineering, electrical engineering, and limited structural engineering services.
2. All Sub—Consultants and disciplines that are not listed as participants on our Project Team. Our Project Team is Crane Architectural Group.
3. Improvement plans for improvements other than those listed in the Project Description. Construction documents for improvements of any kind.
4. Kitchen design or hiring of Kitchen Consultant, or other specialty Consultants.
5. On-going maintenance analysis or reports.
6. Site plumbing design (outside the building).
7. Structural engineering except for limited design input related to expansion, etc.
8. Fire alarm design, security design, fire sprinkler design, or similar design services.
9. Invasive or destructive observations, review, investigations, or testing except as listed in the Scope of Services and Project Description. X-Ray, sonar, or similar investigative procedures.
10. Structural engineering of existing building shell.
11. Civil engineering, street improvements, and site utility plans.
12. Acoustical analysis and environmental impact studies.
13. Geotechnical investigation report (soils).
14. Exterior Signage design.
15. Printing, reproductions and photography of design documents during bidding & construction.
16. Governmental processing fees and review fees.
17. Governmental processing for approvals. (Will assist).
18. Destructive Testing.
19. Environmental studies (asbestos report, lead paint reports, mold reports, etc.).
20. Hazardous materials testing.
21. Landscape Architecture services.

RESPONSIBILITIES (City to Provide the Following)

1. If available, provide copy of existing as-built building plans including points-of-connection for water and sewer, gas point-of-connection and electrical point-of-connection. Available plans shall include all existing water, electrical, plumbing, and utility locations within the improvement area.
2. Process the approval of plans by governmental agencies having jurisdiction over the project. Coordinate submittals and plan check, as necessary. Pay all fees.
3. Provide any required environmental surveys, documents, or reports.
4. Prior to start of work, provide City's standard electronic format for sheet format, if required.
5. Provide any additional information required by the Consultant for proper performance of the work.
6. Provide operational or maintenance studies or plans if required.
7. Provide asbestos, mold, or lead paint investigation and report, if necessary.
8. Provide project survey or soils report, if necessary.
9. Attach this complete Proposal to any design services Contract.
10. Environmental reports and processing (If required).
11. Provide copy of existing plans. (In AutoCad Format)
12. Provide documentation and related project data from city files and records.
13. Provide designated project coordinator.
14. Provide prompt review and response (in writing) to all material and information submitted.
15. Provide and pay all cost for plan reviews and required processing fees.
16. Coordination of the City review process.
17. Provide Auto CAD title sheet and design sheet border. (If required).
18. Research of available City plans.
19. Environmental Hazard Reports. (if required).

Sincerely,
Crane Architectural Group

Richard J. Crane, Jr., AIA
Architect



RICHARD J. CRANE, JR., AIA
ARCHITECT

June 6, 2017

**City of Perris
Statler Teen Center Project**

PROPOSED FEES:

| | |
|---|---------------------------|
| A. General Requirements | |
| 4 Design Meetings | \$ 1,800.00 |
| City Business License Allowance | \$ 200.00 |
| B. Design Phase | \$ 6,900.00 |
| C. Construction Document Phase | \$42,100.00 |
| D. Construction Support Services Phase | \$ 3,400.00 |
| Total Not-To-Exceed Lump Sum Fee | <u>\$54,400.00</u> |

Note: \$6,000.00 may be deducted if City provides all existing drawings in AutoCAD format.

Sincerely,
Crane Architectural Group

Richard J. Crane, Jr., AIA
Architect

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: June 13, 2017

SUBJECT: Ramona Expressway Partial Road Closure – Optimus 1

REQUESTED ACTION: Optimus 1 (Rockefeller Group) Line E Traffic Control, Lane Closure – Ramona Expressway & Webster Avenue

CONTACT: Habib Motlagh, City Engineer

BACKGROUND:

The development of Optimus 1 project requires installation of major offsite storm drain along Ramona Expressway between Webster Avenue and Indian Avenue. The developer and his contractor are requesting multi lane closures for both directions along Ramona Expressway for a period not to exceed 100 calendar days.

The permit is subject to the following conditions:

- \$1,500 per day penalty for any calendar days beyond 100 days. The Contractor has deposited \$25,000 to cover the overage.
- The contractor and developer are responsible to maintain traffic control plans and developer's engineer must visit the site during construction on an as needed basis and make any changes needed to improve the traffic flow and safety.
- Contractor to contact emergency services, adjacent property owners, businesses, schools, and CR&R a minimum of 5 working days prior to start of construction.
- Contractor shall be required to provide traffic officer on as needed basis.
- Detour shall be provided as follows:
 - Westbound Ramona Expressway – Redlands Avenue north to Harley Knox Boulevard, west to I-215.
 - Eastbound Ramona Expressway – Harley Knox Boulevard to Redland Avenue, south to Ramona Expressway.
- Minimum of 5 changeable message board signs shall be installed and maintained at various locations in advance of construction zone and detour routes.
- The hours of operation is limited between 9:00 PM to 5:00 AM, Monday – Friday, excluding holidays. The work area shall be opened after 5:00 AM and available for traffic.
- Inspection of the work is performed by Riverside County Flood Control. City staff will provide oversight to monitor the progress and the final pavement rehabilitation.
- Construction shall begin on or after July 10, 2017 upon resolution to above and issuance of permits from County and Caltrans for installation of signage.
- The project also include construction of storm drain and other improvements along Webster Avenue. Full access to all traffic and residents/businesses will be available at all times. Work along Webster Avenue is to start after completion of Ramona Expressway work.

BUDGET (or FISCAL) IMPACT:

All construction costs associated with this permit shall be paid by developer.

Reviewed by:

City Attorney _____

Interim Assistant City Manager *DM*

Assistant Finance Director *JL*

Attachments – Request letter from General Contractor, Schedule & Exhibits

Consent: X

Public Hearing: _____

Business Item: _____



LICENSE # 301814

PHONE 909.947.9467
FAX 909.923.7476

1725 S. GROVE AVE., ONTARIO, CA 91761

From:

Matthew MacRitchie
Fullmer Construction
1725 S. Grove Ave
Ontario, CA 92881

To:

Michael Sajjadi
Vice President
Design & Construction
Rockefeller Group
4 Park Plaza, Suite 840
Irvine, CA 92614

Michael,

Fullmer construction is requesting the following lane closures on Ramona Expressway to accommodate the required storm drain improvements. Please see following exhibits and description of required work and related traffic control measures to facilitate this work.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matthew MacRitchie", is written over a light blue horizontal line.

Matthew MacRitchie
Head of Estimating

Fullmer Construction

**OPTIMUS LOGISTICS
Ramona Expressway – Temporary Closure Exhibit
JUNE 5TH, 2017**

Scope of Work Description:

It is Fullmer Construction's intent to begin work on July 10th, 2017 for required Riverside County Flood Control improvements along Ramona Expressway between Webster Ave and Brennan Ave. The scope of work includes the extension of an existing 12' x 6' RCB that will tie into a new 90" RCP. This extension will take place on the North side of Ramona Expressway just to the East of Brennan Ave. The RCB will be constructed across all Eastbound lanes. After the extension of the RCB will transition to a new 90" RCP that will run just to the South side of the existing median in the Westbound lanes from East to West towards Webster Ave. Finally, the 90" RCP will transition to a 60" RCP that will run Northbound through the intersection of Ramona Expressway and Webster Ave. The 60" RCP will be constructed across all Eastbound lanes.

The following exhibit provides a detailed breakdown of work and durations as well as required traffic control measures. Along Ramona Expressway it is our intent to close a minimum and maximum of (2) Eastbound lanes at a time for 3 weeks during the extension of the 12' x 6' RCB. At first the (2) Northern lanes and then the (2) Southern lanes as the new RCB crosses Ramona Expressway. It is then our intention to close a minimum of (1) lane along Westbound Ramona Expressway heading West towards Webster for 9 weeks for the installation of the new 90" RCP. Finally, it is our intent to close a minimum and maximum of (2) Eastbound lanes of Ramona Expressway at the Webster Ave. intersection for 2 weeks. First the (2) Southern lanes and then the (2) Northern lanes as the new 60" RCP is installed.

Please note that the durations included in this exhibit do not account for any unforeseen delays. Any unforeseen field conditions or weather-related occurrences that impact this schedule of work will be communicated immediately. Detour signs will be placed to reduce traffic on Ramona Expressway as directed by Tri-Lake Engineering.

Scope of Work Exhibit:

Ramona Expressway (Westbound)

Lanes Closed: 2

Lanes Open: 1

Duration: 3 Weeks

Work Performed:

1. Set up traffic control. (7/10)
2. Begin removal of the existing concrete bulkhead at existing box culvert (7/11)
Provide delineators for two lanes of closure. Flag men when required.
3. Begin excavation for the proposed 12'x6' box culvert and transition structure. (7/11 – 7/12)
Provide delineators for two lanes of closure. Flag men when required.
4. Begin setup of shoring for proposed 12'x6' box culvert and transition structure. (7/12 – 7/13)
Provide delineators for two lanes of closure. Flag men when required.
5. Begin installation of proposed 12'x6' box culvert. (7/14 – 7/18)
Provide delineators for two lanes of closure. Flag men when required.
6. Begin setup and installation of proposed transition structure. (7/18 – 7/21)
Provide delineators for two lanes of closure. Flag men when required.
7. Begin removal of shoring for 12'x6' box culvert. (7/21 – 7/22)
Provide delineators for two lanes of closure. Flag men when required.
8. Begin backfilling and compaction of new 12'x6' box culvert and transition structure. (7/22 – 7/24)
Provide delineators for two lanes of closure. Flag men when required.
9. Asphalt and base section per plans. Includes grind and overlay as required. (7/24 – 7-27)
Provide delineators for two lanes of closure. Flag men when required.
10. Restripe lanes to match existing. (7/28)
Provide delineators for two lanes of closure. Flag men when required.
11. Signal Loop restoration. (7/28)
Provide delineators for two lanes of closure. Flag men when required.
12. Remove traffic control. (7/28)

Ramona Expressway (Eastbound)

Lanes Closed: 1

Lanes Open: 2

Duration: 9 Weeks

Work Performed:

13. Set up traffic control. (7/29)
14. Begin excavation for the proposed 90" RCP and associated manholes. (7/29 – 8/08)
Provide delineators for one lane closure. Flag men when required.
15. Begin setup of shoring for proposed 90" RCP and associated manholes (8/11 – 8/18)
Provide delineators for one lane closure. Flag men when required.
16. Begin installation of proposed 90" RCP (8/18 – 09/24)
Provide delineators for one lane closure. Flag men when required.
17. Begin setup and installation of associated manholes. (8/11 – 8/23)
Provide delineators for one lane closure. Flag men when required.
18. Begin removal of shoring for 90" RCP and associated manholes. (8/24 – 9/27)
Provide delineators for one lane closure. Flag men when required.
19. Begin backfill and compaction of new 90" RCP and associated manholes. (09/21 – 10/01)
Provide delineators for one lane closure. Flag men when required.
20. Begin excavation for proposed manhole #4, 60" RCP and concrete bulkhead. (10/01)

- Provide delineators for one lane closure. Flag men when required.
- 21. Begin setup of shoring for proposed manhole #4, 60" RCP and concrete bulkhead. (10/01)
Provide delineators for one lane closure. Flag men when required.
- 22. Begin setup and installation of proposed manhole #4 (10/01)
Provide delineators for one lane closure. Flag men when required.
- 23. Begin setup and installation of proposed concrete bulkhead. (10/01)
Provide delineators for one lane closure. Flag men when required.
- 24. Begin removal of shoring for manhole #4, 60" RCP and concrete bulkhead. (10/01)
Provide delineators for one lane closure. Flag men when required.
- 25. Begin backfilling and compaction of new manhole #4. 60" RCP and concrete bulkhead. (10/01)
Provide delineators for one lane closure. Flag men when required.
- 26. Asphalt and base section per plans. Includes grind and overlay as required. (09/28 – 10/04)
Provide delineators for one lane closure. Flag men when required.
- 27. Restripe lanes to match existing. (10/05)

Ramona Expressway (Westbound)

Lanes Closed: 2

Lanes Open: 1

Duration: 2 Weeks

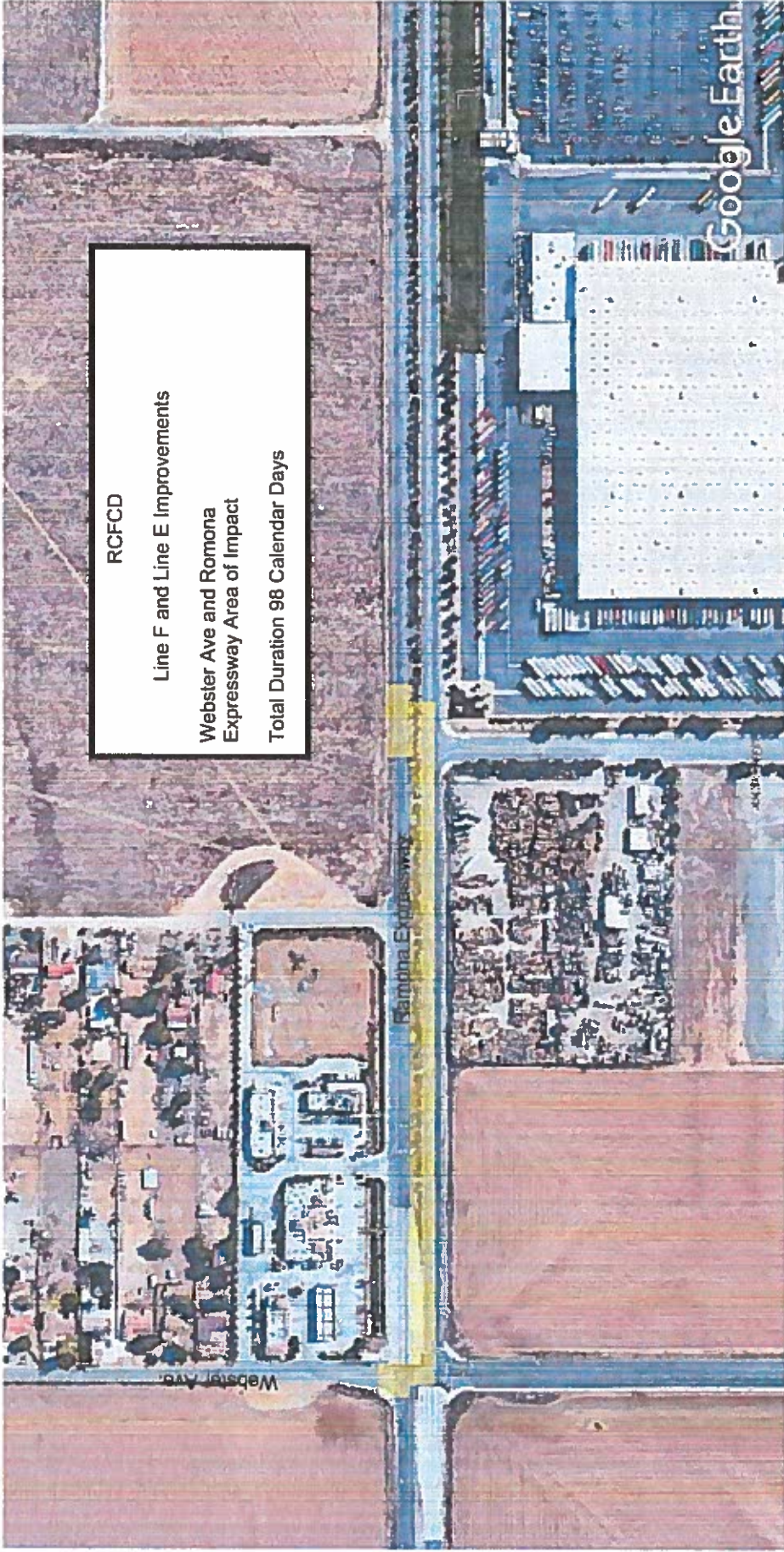
- 28. Installation of proposed 60" RCP. (10/01 – 10/14)
Provide delineators for one lane closure. Flag men when required.
- 29. Asphalt and base section per plans. Includes grind and overlay as required. (10/13 – 10/16)
Provide delineators for one lane closure. Flag men when required.
- 30. Striping and Signal loop restoration. (10/16)
Provide delineators for one lane closure. Flag men when required.
- 31. Remove Traffic Control (10/16)

Total duration of scope of work including final paving is 3 months and 8 days. This duration does not consider any delays due to unforeseen conditions or weather-related delays.

Trench plates will be used during off hours.

Webster Ave work to proceed after completion of Ramona Expressway improvements.

THIS SCHEDULE CAN BE IMPACTED BY WEATHER RELATED DELAYS OR DELAYS DUE TO UNFORSEEN BELOW GRADE CONDITIONS.



RCFCD
Line F and Line E Improvements
Webster Ave and Romona
Expressway Area of Impact
Total Duration 98 Calendar Days

Google Earth

feet
meters

1000

500





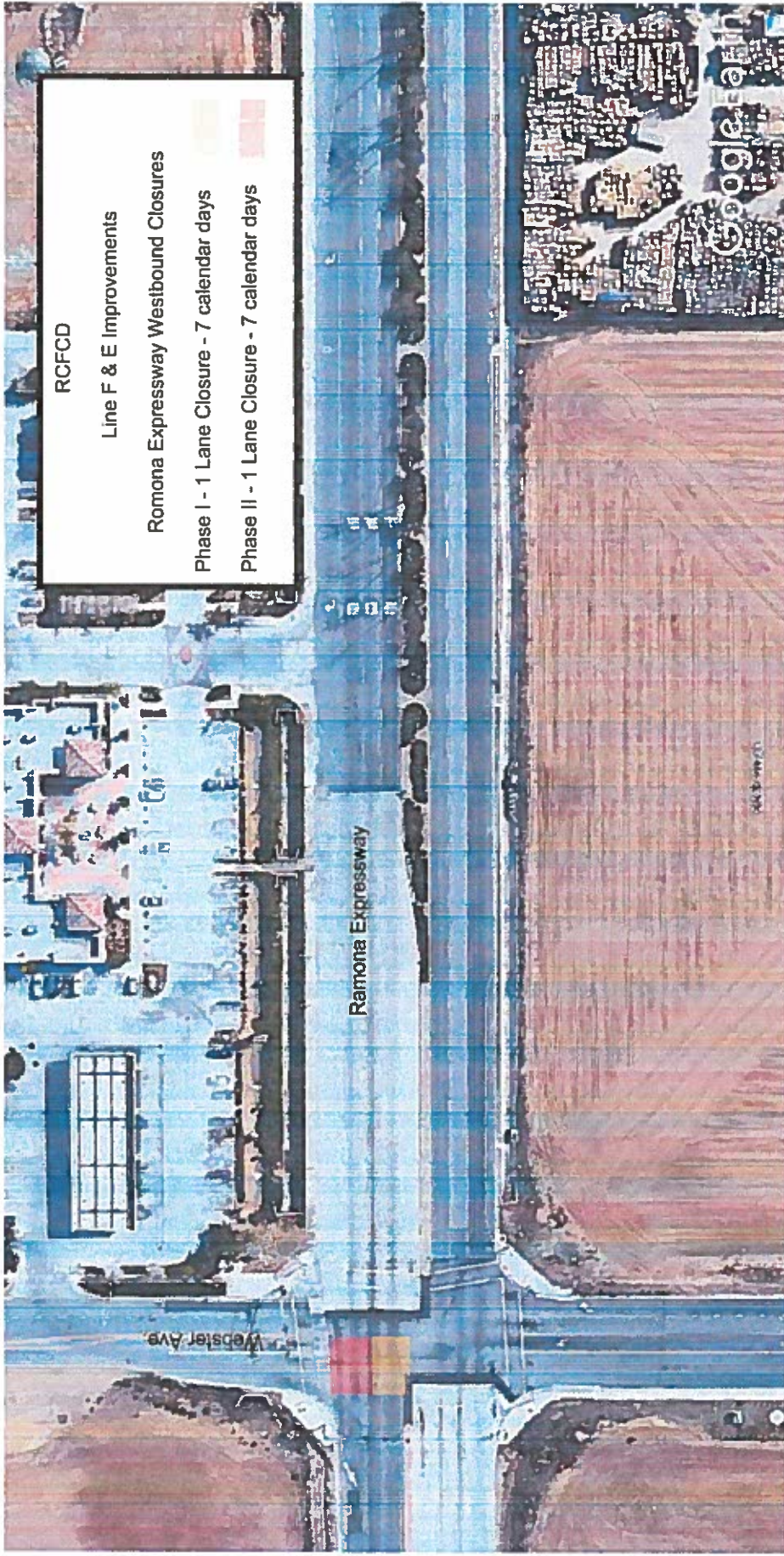
Google Earth

feet
meters

100

600





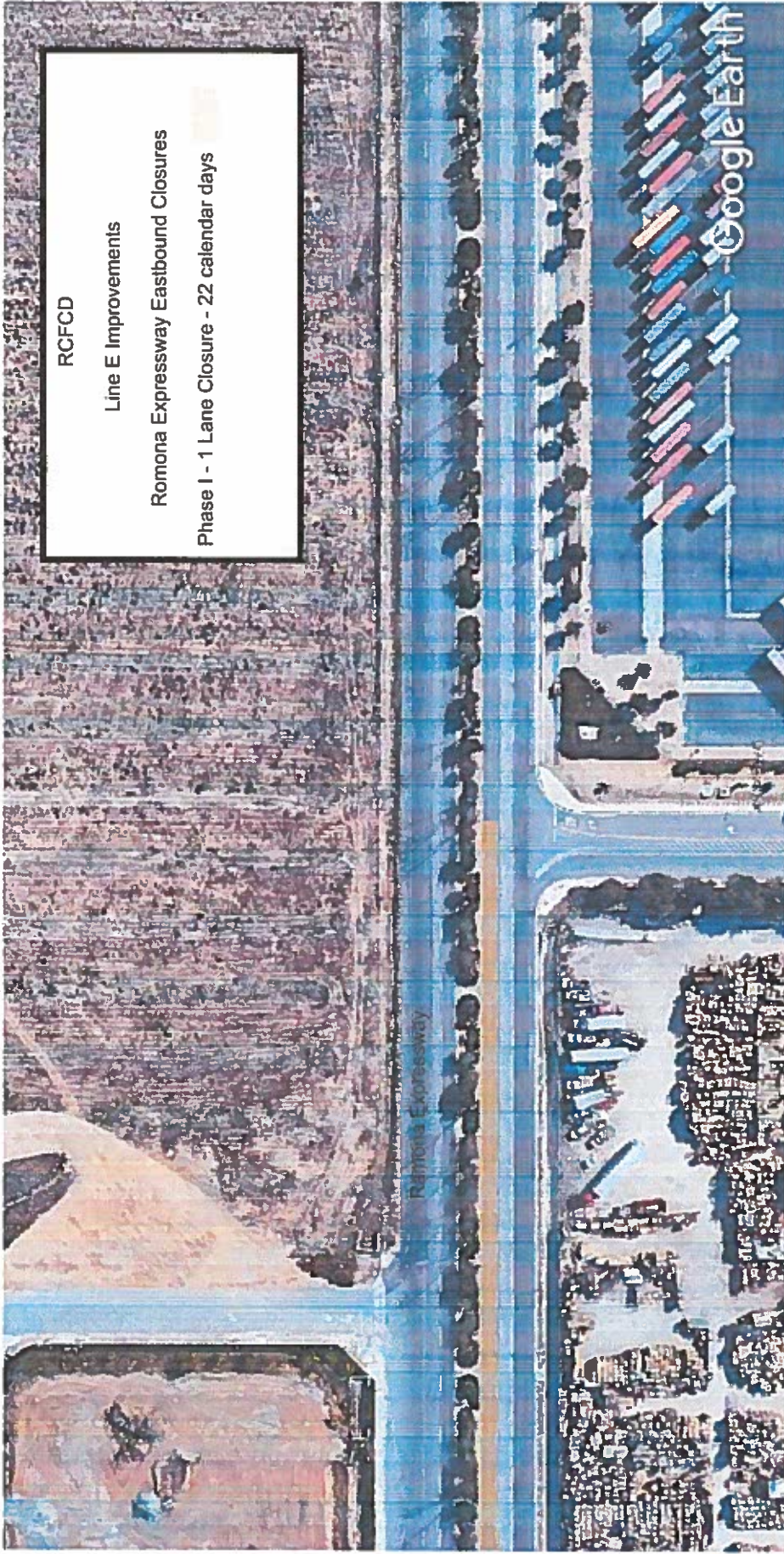
Google Earth

feet
meters

500

100





RCFCD
Line E Improvements
Romona Expressway Eastbound Closures
Phase I - 1 Lane Closure - 22 calendar days

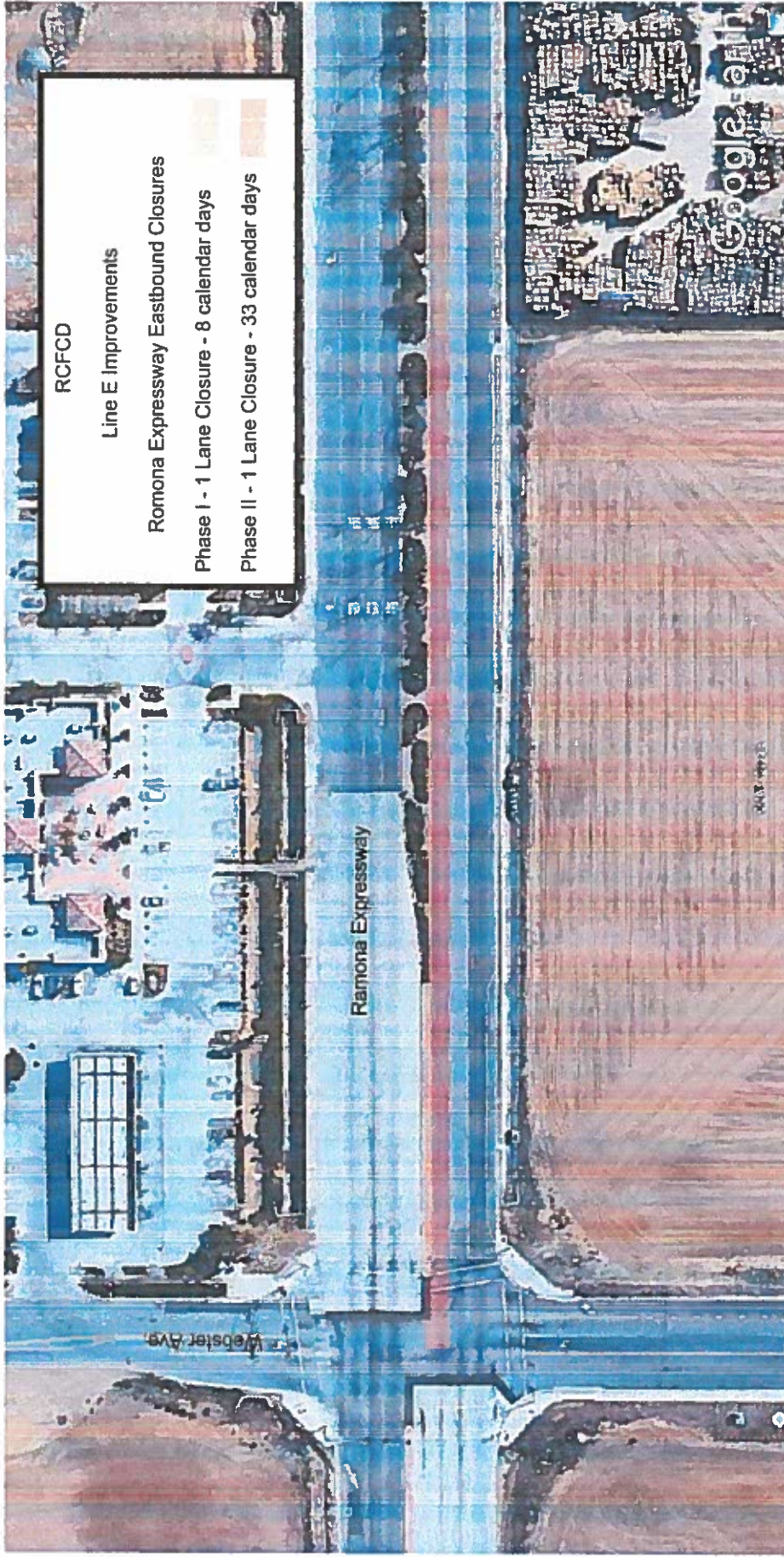
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CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: June 13, 2017

SUBJECT: Consideration to Adopt the Second 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: Adopt the Second 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.

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.

The required notice was 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 adopt the Second Reading of Ordinance Number (next in order) re-adopting the City of Perris Municipal Code.

Reviewed by:

City Attorney: Yes-Assistant City Attorney Robert Khoo

Assistant Finance Director Jennifer Erwin *JE*

Interim Assistant City Manager Darren Madkin *DM*

Consent:

Public Hearing: Yes

Business Item:

Attachments: Proposed 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 June 13, 2017

SUBJECT: Annual Engineer's Report for Maintenance District No. 84-1 (FY 2017/2018)

REQUESTED ACTION:

Open & Close Public Hearing and Adoption of Resolution Confirming the Assessments
under MD 84-1 for FY 2017/2018

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: MD 84-1 includes residential tracts & commercial developments throughout the City as shown on the Assessment Diagram, Attachment 2. This District provides funding for the annual maintenance of street lights and traffic signals constructed in conjunction with new development.

In order to continue collecting assessments on the tax roll, each year certain proceedings are conducted by the City Council. On February 28, 2017, the City Council ordered preparation of the annual assessments and on May 9, 2017 approved a resolution stating the intention to levy annual assessments and hold a public hearing on June 13, 2017.

The annual assessment for a single family home (one benefit unit (BU)) is \$46.28. At 4.2 BU per acre, the annual assessment for non-residential properties is \$194.38 per acre.

BUDGET (or FISCAL) IMPACT: The total proposed assessment levy for FY 2017/2018 is \$877,763.04. This funding will provide for the energy and maintenance expense of 3,787 street lights and 66 traffic signals.

Reviewed by:

Assistant City Manager DM

City Attorney _____

Assistant Director of Finance JE

Attachments:

1. Resolution Confirming the Assessments, Maintenance District No. 84-1 for Fiscal Year 2017/2018
2. Assessment Diagram

Public Hearings:

RESOLUTION NUMBER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE CONTINUED OPERATION OF THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, CONFIRMING THE ASSESSMENT AND DIAGRAM AND ORDERING THE LEVY AND COLLECTION OF SPECIAL ASSESSMENTS FOR FISCAL YEAR 2017-2018

WHEREAS, the City Council of the City of Perris, County of Riverside, California (“the City Council”), on May 9, 2017, adopted its Resolution of Intention declaring its intention to continue the operation of City of Perris Maintenance District Number 84-1 (the “District”) for the installation, construction, maintenance, servicing and operation of the public traffic signals and lighting and appurtenant facilities in the District; and

WHEREAS, the Engineer of Work has filed with the City Clerk his report (the “Engineer’s Report”) containing the matters specified in Section 22567, et seq., of the Code; and

WHEREAS, the Engineer’s Report has been duly presented by the City Clerk to this City Council for consideration and has been fully considered by the City Council; and

WHEREAS, the proposed Resolution of Intention fixed June 13, 2017, at 6:30 p.m. in the City Council Chambers of the City of Perris, California, as the time and place for a hearing on the question of the continued operation of the District and the levy of assessments for Fiscal Year 2017-2018, and provided for notice of said hearing; and

WHEREAS, the City Clerk has filed, in her office, declarations setting forth compliance with the requirements for publication of notice and this City Council hereby finds that notice was published as required by law; and

WHEREAS, the City Clerk has filed, in her office, declarations setting forth compliance with the requirements for mailed notice and this City Council hereby finds that notice was mailed as required by law; and

WHEREAS, the hearing was duly opened and held by this City Council at the time and place for the hearing; and

WHEREAS, at the time and place fixed in such notice, a hearing was duly held by the City Council whereat all written appeals, protests or objections, if any, were duly presented and read, and all persons desiring to be heard thereon were heard, and this City Council gave all persons present an opportunity to be heard in respect of any matter relating to said assessment, to any act or determination of this City Council in relation thereto, to any matter in connection with said report, or to the correctness of the assessment or diagram, or to any other matters relating to these proceedings; and;

WHEREAS, the public interest and convenience require the continued installation, construction, maintenance, servicing and operation of traffic signals and public lighting and appurtenant facilities within the proposed District; and

WHEREAS, all the lots and lands within said District will be benefited by maintenance of the traffic signals and lighting.

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

Section 1. Protests. That said hearing has been duly held; that each and every step in the proceedings prior to and including said hearing has been duly and regularly taken; that the written protests received by the City Clerk at or before the hearing have been read and considered by the City Council.

Section 2. Necessity. That the public interest, convenience and necessity require the continued installation, construction, maintenance, servicing and operation of said public traffic signals and lighting improvements.

Section 3. Benefit. That all the land included within the boundaries of said District as shown on the diagram thereof will be benefited by said improvement and the maintenance, servicing and operation thereof; and that the proposed assessment of the total amount of the cost and expenses of said improvement upon the several parcels and subdivisions of land in said District is in proportion to the benefits to be received by such parcels and subdivisions, respectively, from the improvement and the maintenance, servicing and operation thereof.

Section 4. Boundaries. That the exterior boundaries of the District are as set forth in the diagram contained in the Engineer's Report on file with the City Clerk.

Section 5. Engineer's Report. That the Engineer's Report and the method of assessment and the diagram and assessment for Fiscal Year 2017-2018 as set forth in the Engineer's Report, are hereby approved and confirmed, and the passage of this resolution shall continue the operation of City of Perris Maintenance District Number 84-1 and shall constitute the levy of an assessment for the Fiscal Year 2017-2018.

Section 6. Diagram and Assessment. That pursuant to Sections 22640 and 22641 of the Code, the City Clerk shall file a certified copy of the diagram and assessment with the Riverside County Auditor-Controller not later than the third Monday in August.

Section 7. Collection of Assessment. That it is the intention of this City Council to collect annual assessments on the Riverside County assessment roll commencing in Fiscal Year 2017-2018 pursuant to the procedures set forth in Section 22620, et seq, of the Code.

ADOPTED, SIGNED and APPROVED this 13th day of June, 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 XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 13th day of June, 2017, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

DIAGRAM OF
MAINTENANCE DISTRICT NO. 84-1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2017/2018



LEGEND

CITY BOUNDARY



MAINTENANCE DISTRICT
AND DEVELOPMENT
BOUNDARY

(A)

ASSESSED (BENEFIT ZONE 1)

(NA)

NOT ASSESSED (BENEFIT ZONE 2)

CUP

CONDITIONAL USE PERMIT

DPR

DEVELOPMENT PLAN REVIEW

PM

PARCEL MAP

PPR

PLOT PLAN REVIEW

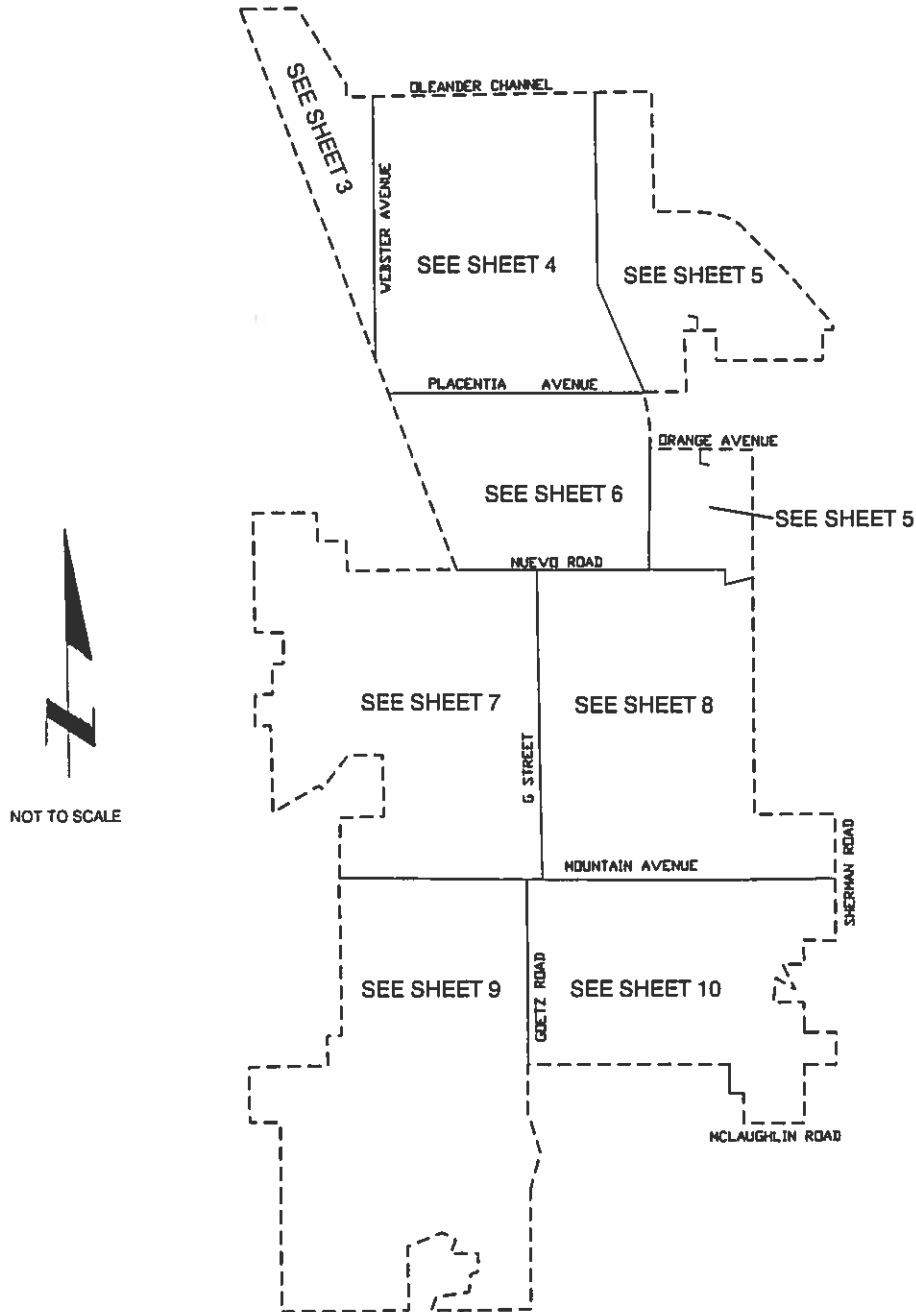
PUP

PUBLIC USE PERMIT

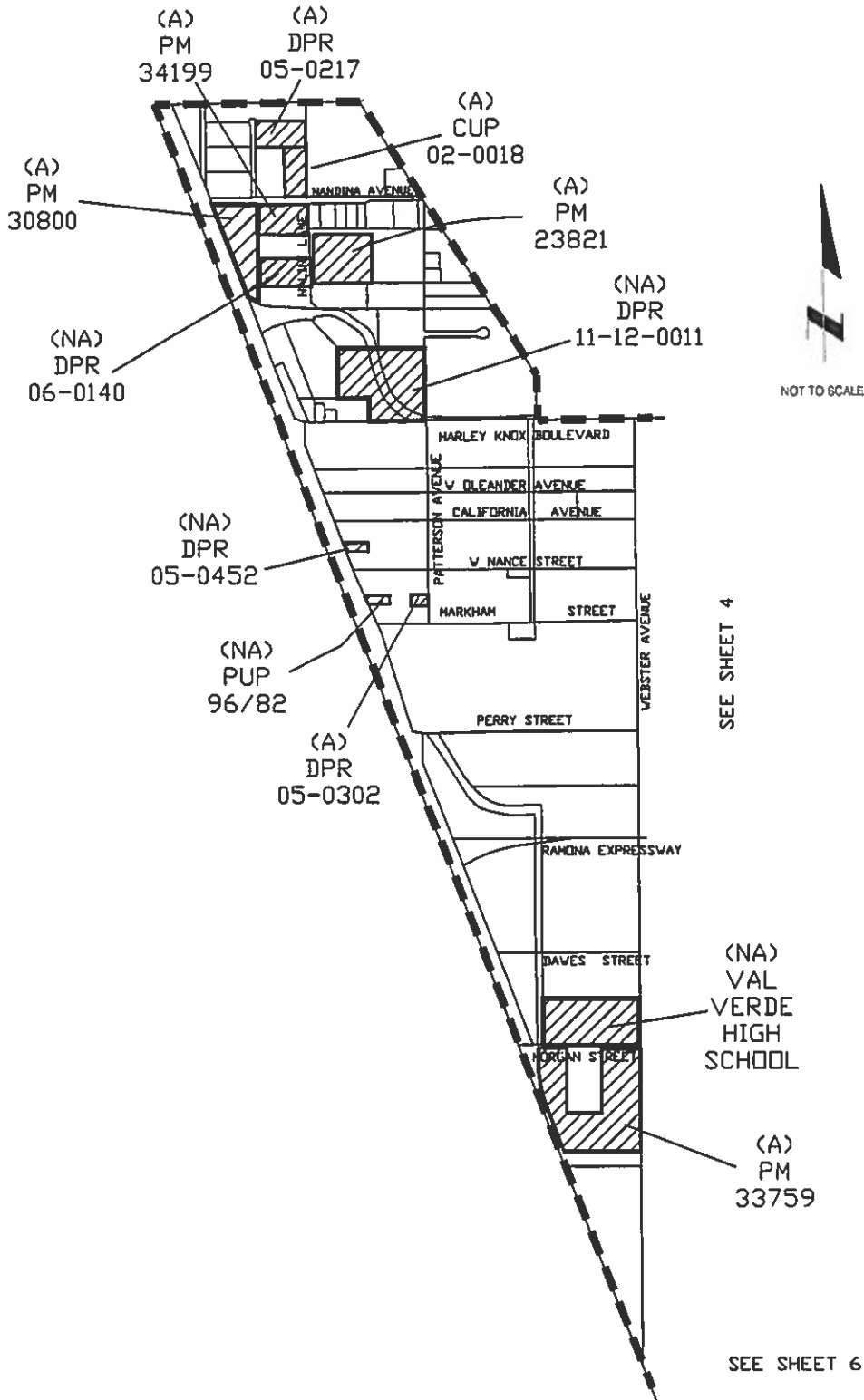
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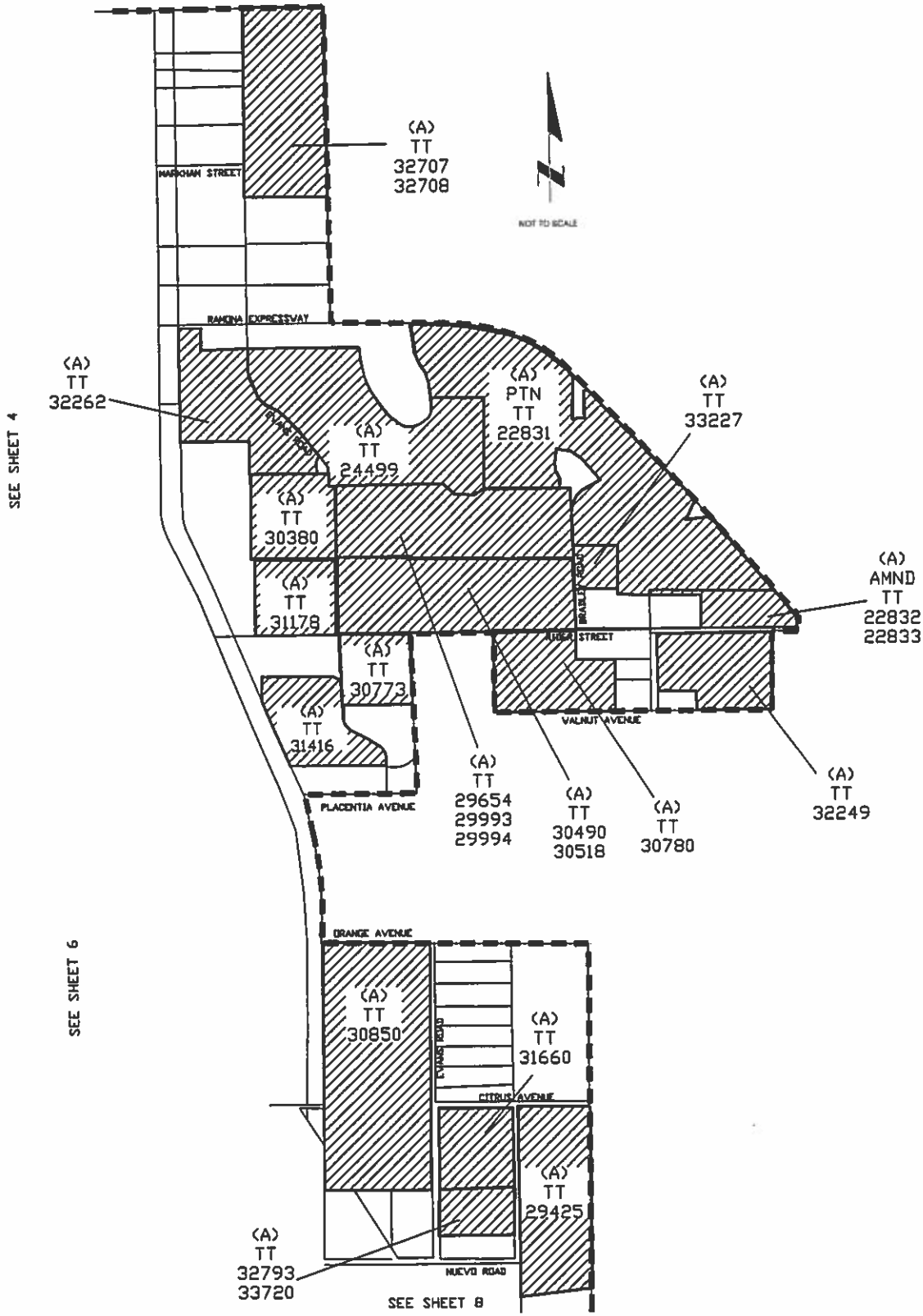
DIAGRAM OF
MAINTENANCE DISTRICT NO. 84-1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2017/2018



**DIAGRAM OF
 MAINTENANCE DISTRICT NO. 84-1
 CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
 FISCAL YEAR 2017/2018**



**DIAGRAM OF
 MAINTENANCE DISTRICT NO. 84-1
 CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
 FISCAL YEAR 2017/2018**



**DIAGRAM OF
 MAINTENANCE DISTRICT NO. 84-1
 CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
 FISCAL YEAR 2017/2018**



NOT TO SCALE

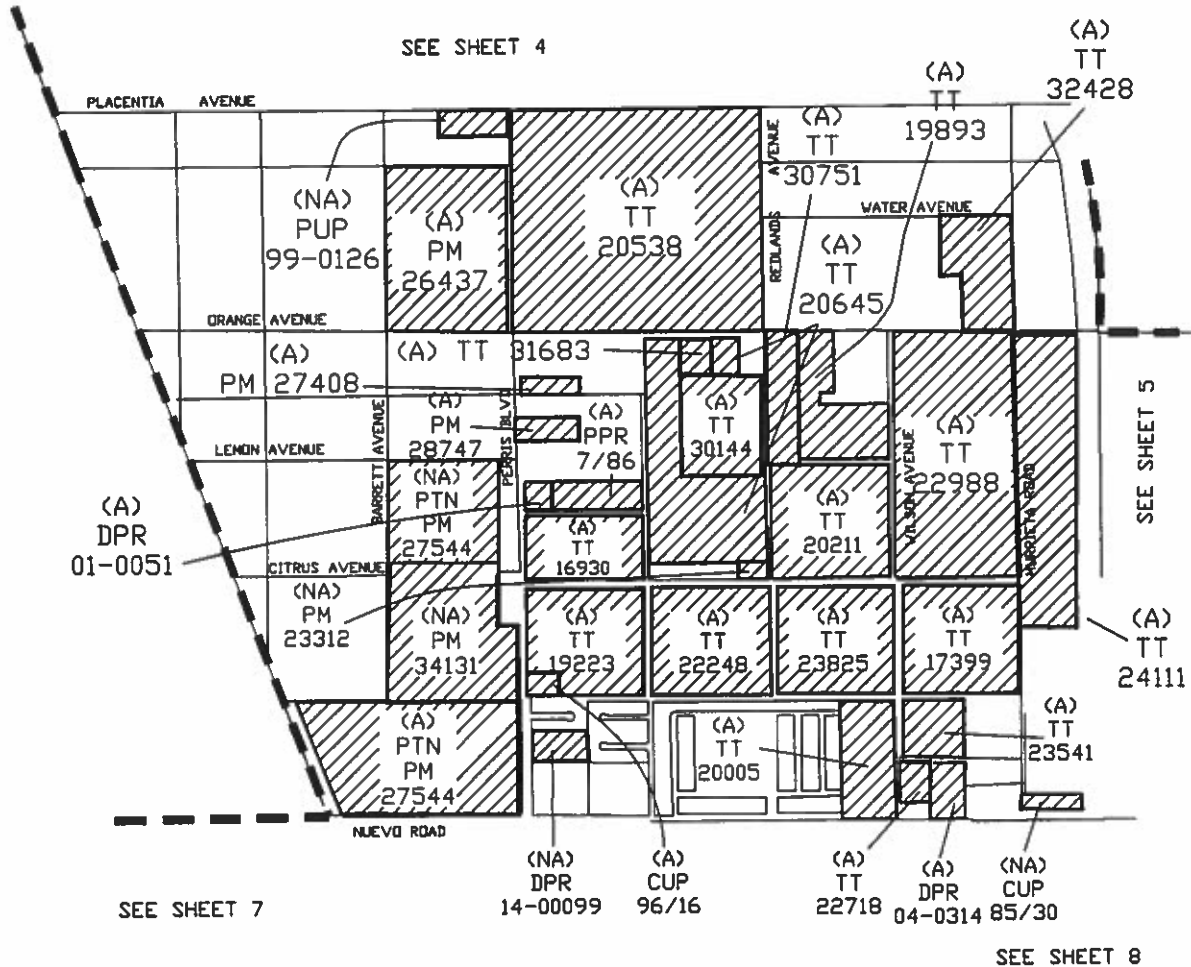


DIAGRAM OF
 MAINTENANCE DISTRICT NO. 84-1
 CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
 FISCAL YEAR 2017/2018



NOT TO SCALE

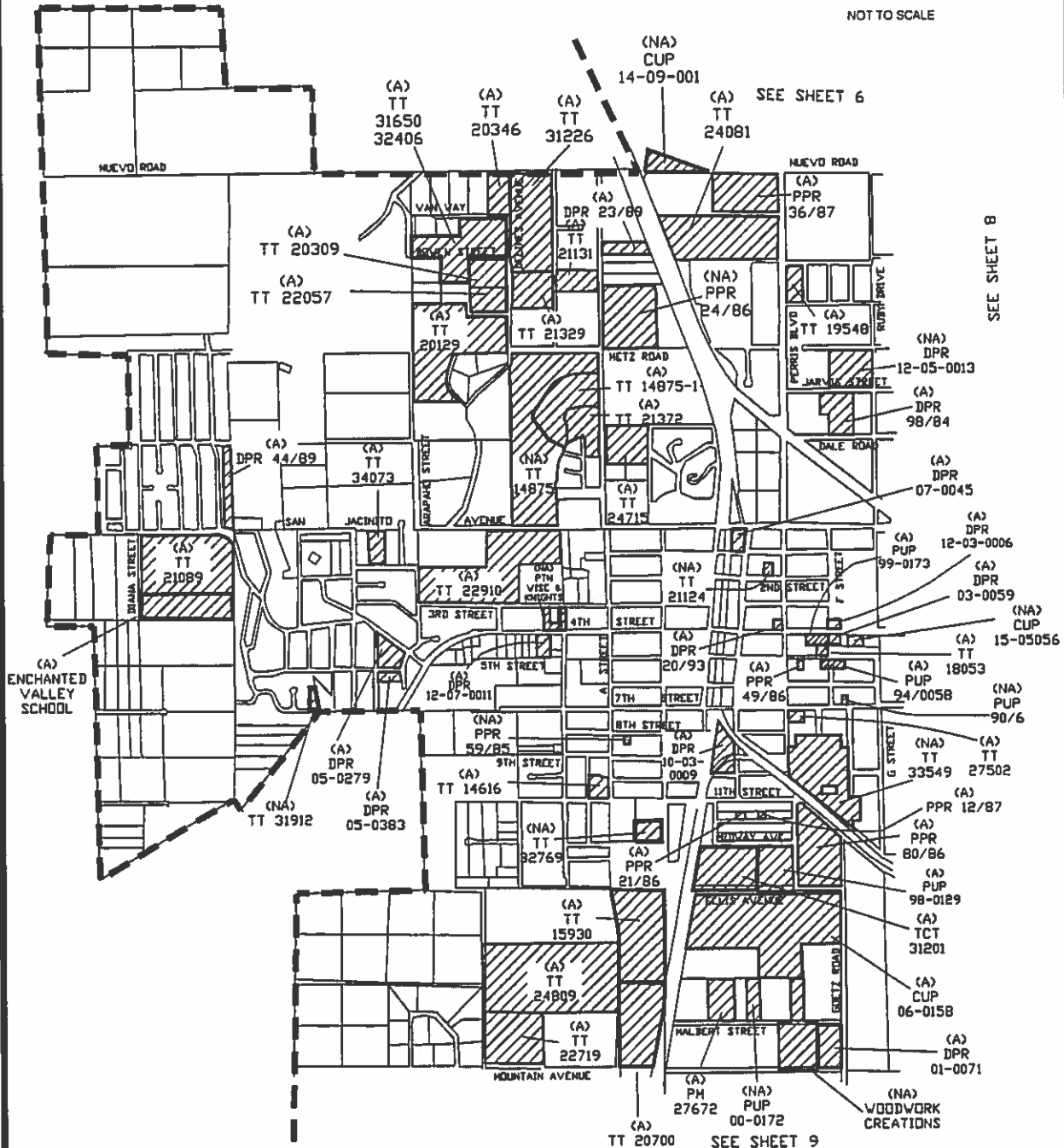


DIAGRAM OF
 MAINTENANCE DISTRICT NO. 84-1
 CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
 FISCAL YEAR 2017/2018



NOT TO SCALE

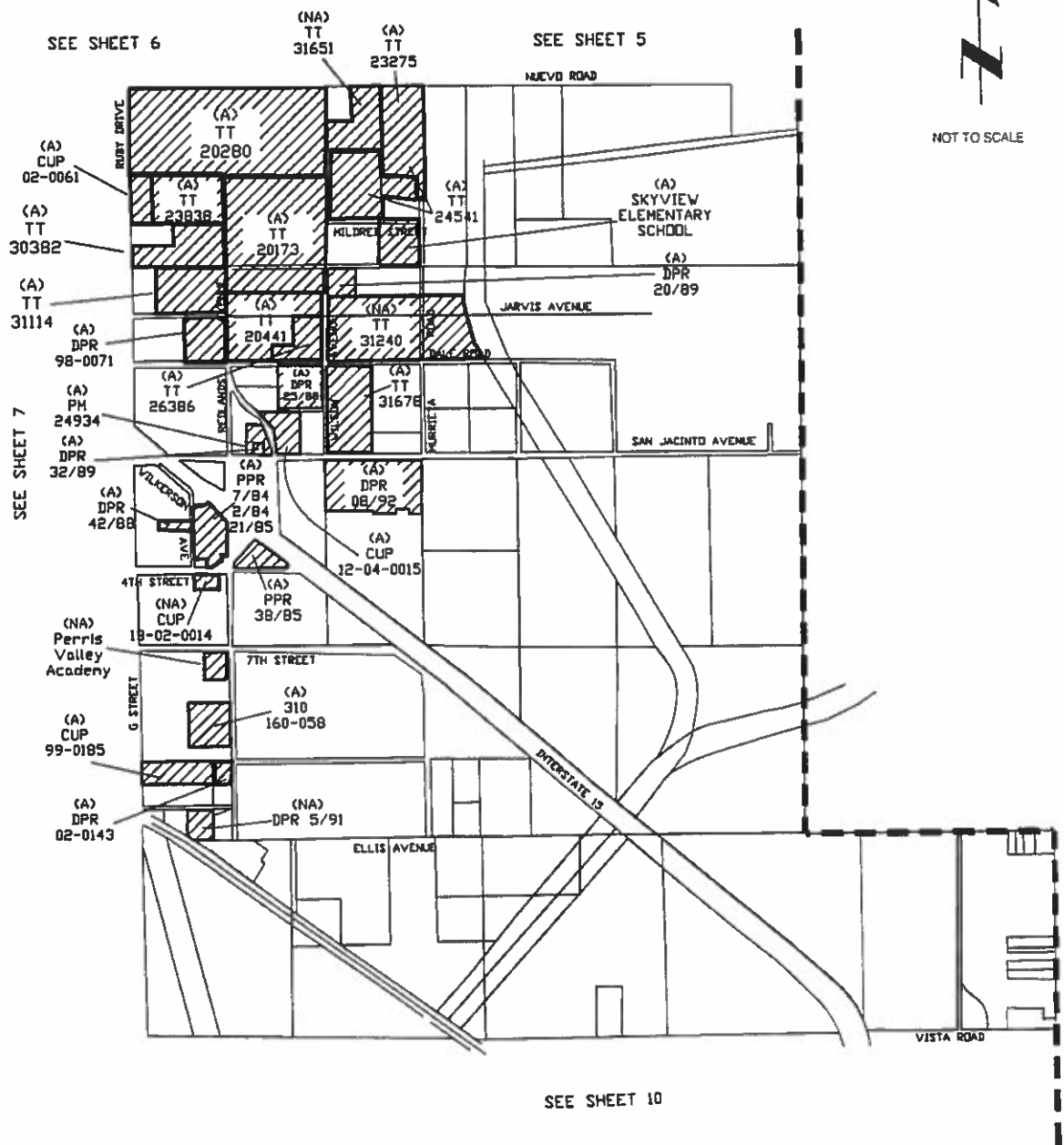
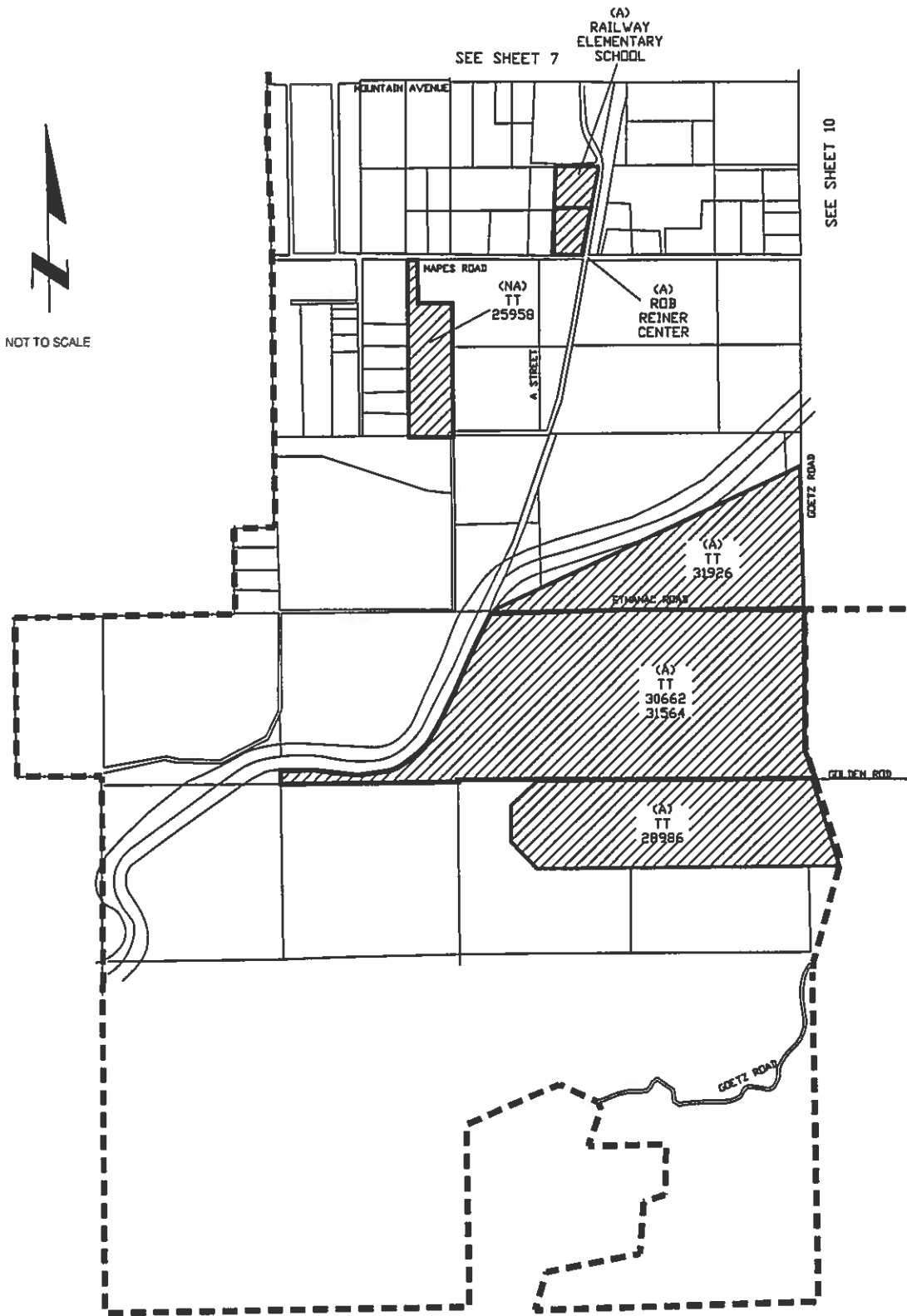


DIAGRAM OF
MAINTENANCE DISTRICT NO. 84-1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2017/2018



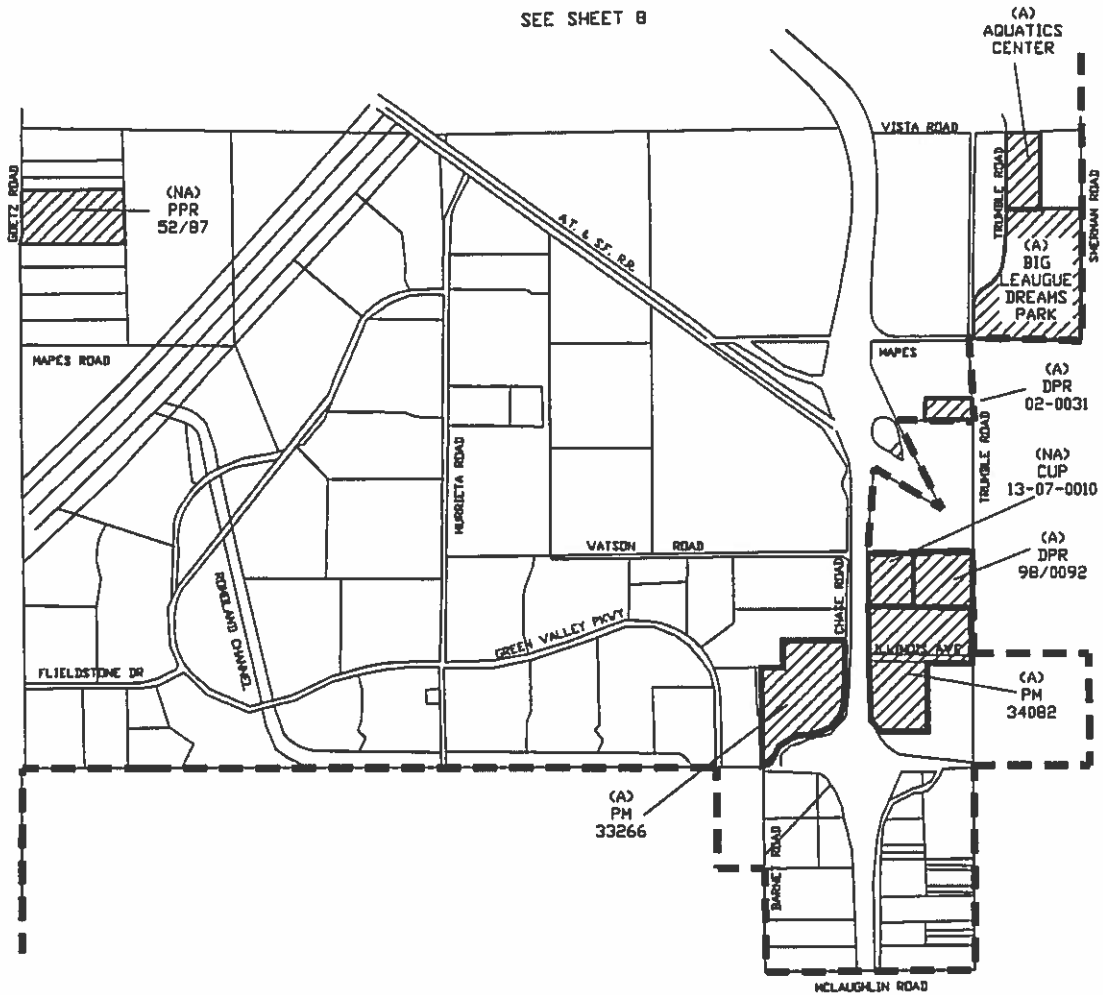
**DIAGRAM OF
 MAINTENANCE DISTRICT NO. 84-1
 CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
 FISCAL YEAR 2017/2018**



NOT TO SCALE

SEE SHEET B

SEE SHEET 9



CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date June 13, 2017

SUBJECT: Annual Engineer's Report for Landscape Maintenance District No. 1 (FY 2017/2018)

REQUESTED ACTION:

Open & Close Public Hearing and Adoption of Resolution Confirming the Assessments under LMD 1 for FY 2017/2018

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: LMD 1 includes residential tracts and commercial developments throughout the City. For a specific location, reference is made to Attachment 2 for the actual location of these areas. This District provides funding for the annual maintenance of landscape improvements constructed in conjunction with new development.

In order to continue collecting assessments on the tax roll, an annual assessment is brought to the City Council for approval. On February 28, 2017, the City Council ordered the preparation of the annual assessments and on May 9, 2017 approved a resolution stating the Council's intention to levy annual assessments and hold a public hearing on June 13, 2017.

BUDGET (or FISCAL) IMPACT: Seventy-nine benefit zones (BZ) and twelve sub-zones for parks will be assessed for Fiscal Year 2017/2018. The FY 2017/2018 assessments total \$2,087,607.08.

Reviewed by:

Assistant City Manager DM

City Attorney _____

Assistant Director of Finance JE

Attachments:

1. Resolution Confirming the Assessments under Maintenance District No. LMD 1 for Fiscal Year 2017/2018
2. Assessment Diagram

Public Hearings:

RESOLUTION NUMBER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE CONTINUED OPERATION OF THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, CONFIRMING THE ASSESSMENT AND DIAGRAM AND ORDERING THE LEVY AND COLLECTION OF SPECIAL ASSESSMENTS FOR FISCAL YEAR 2017-2018

WHEREAS, the City Council of the City of Perris, County of Riverside, California (“the City Council”), on May 9, 2017, adopted its Resolution of Intention declaring its intention to continue the operation of City of Perris Landscape Maintenance District Number 1 (the “District”) for the installation, construction, maintenance, servicing and operation of the public landscaping improvements and appurtenant facilities in the District; and

WHEREAS, the Engineer of Work has filed with the City Clerk his report (the “Engineer’s Report”) containing the matters specified in Section 22567, et seq., of the Code; and

WHEREAS, the Engineer’s Report has been duly presented by the City Clerk to this City Council for consideration and has been fully considered by the City Council; and

WHEREAS, the proposed Resolution of Intention fixed June 13, 2017, at 6:30 p.m. in the City Council Chambers of the City of Perris, California, as the time and place for a hearing on the question of the continued operation of the District and the levy of assessments for Fiscal Year 2017-2018, and provided for notice of said hearing; and

WHEREAS, the City Clerk has filed, in her office, declarations setting forth compliance with the requirements for publication of notice and this City Council hereby finds that notice was published as required by law; and

WHEREAS, the City Clerk has filed, in her office, declarations setting forth compliance with the requirements for mailed notice and this City Council hereby finds that notice was mailed as required by law; and

WHEREAS, the hearing was duly opened and held by this City Council at the time and place for the hearing; and

WHEREAS, at the time and place fixed in such notice, a hearing was duly held by the City Council whereat all written appeals, protests or objections, if any, were duly presented and read, and all persons desiring to be heard thereon were heard, and this City Council gave all persons present an opportunity to be heard in respect of any matter relating to said assessment, to any act or determination of this City Council in relation thereto, to any matter in connection with said report, or to the correctness of the assessment or diagram, or to any other matters relating to these proceedings; and;

WHEREAS, the public interest and convenience require the continued installation, construction, maintenance, servicing and operation of public landscaping improvements and appurtenant facilities within the proposed District; and

WHEREAS, all the lots and lands within said District will be benefited by maintenance of the public landscaping improvements.

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

Section 1. Protests. That said hearing has been duly held; that each and every step in the proceedings prior to and including said hearing has been duly and regularly taken; that the written protests received by the City Clerk at or before the hearing have been read and considered by the City Council.

Section 2. Necessity. That the public interest, convenience and necessity require the continued installation, construction, maintenance, servicing and operation of said public landscaping improvements and appurtenant facilities.

Section 3. Benefit. That all the land included within the boundaries of said District as shown on the diagram thereof will be benefited by said improvement and the maintenance, servicing and operation thereof; and that the proposed assessment of the total amount of the cost and expenses of said improvement upon the several parcels and subdivisions of land in said District is in proportion to the benefits to be received by such parcels and subdivisions, respectively, from the improvement and the maintenance, servicing and operation thereof.

Section 4. Boundaries. That the exterior boundaries of the District are as set forth in the diagram contained in the Engineer's Report on file with the City Clerk.

Section 5. Engineer's Report. That the Engineer's Report and the method of assessment and the diagram and assessment for Fiscal Year 2017-2018 as set forth in the Engineer's Report, are hereby approved and confirmed, and the passage of this resolution shall continue the operation of City of Perris Landscape Maintenance District Number 1 and shall constitute the levy of an assessment for the Fiscal Year 2017-2018.

Section 6. Diagram and Assessment. That pursuant to Sections 22640 and 22641 of the Code, the City Clerk shall file a certified copy of the diagram and assessment with the Riverside County Auditor-Controller not later than the third Monday in August.

Section 7. Collection of Assessment. That it is the intention of this City Council to collect annual assessments on the Riverside County assessment roll commencing in Fiscal Year 2017-2018 pursuant to the procedures set forth in Section 22620, et seq, of the Code.

ADOPTED, SIGNED and APPROVED this 13th day of June, 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 XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 13th day of June, 2017, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

DIAGRAM OF
 LANDSCAPE MAINTENANCE DISTRICT NO. 1
 CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
 FISCAL YEAR 2017/2018



LEGEND



CITY BOUNDARY



MAINTENANCE DISTRICT, BENEFIT
 ZONE AND DEVELOPMENT BOUNDARY

BZ 1

BENEFIT ZONE 1

(A)

ASSESSED

(NA)

NOT ASSESSED

CUP

CONDITIONAL USE PERMIT

DPR

DEVELOPMENT PLAN REVIEW

PM

PARCEL MAP

PPR

PLOT PLAN REVIEW

PUP

PUBLIC USE PERMIT

TT

TENTATIVE TRACT OR
 TRACT

DIAGRAM OF
LANDSCAPE MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2017/2018

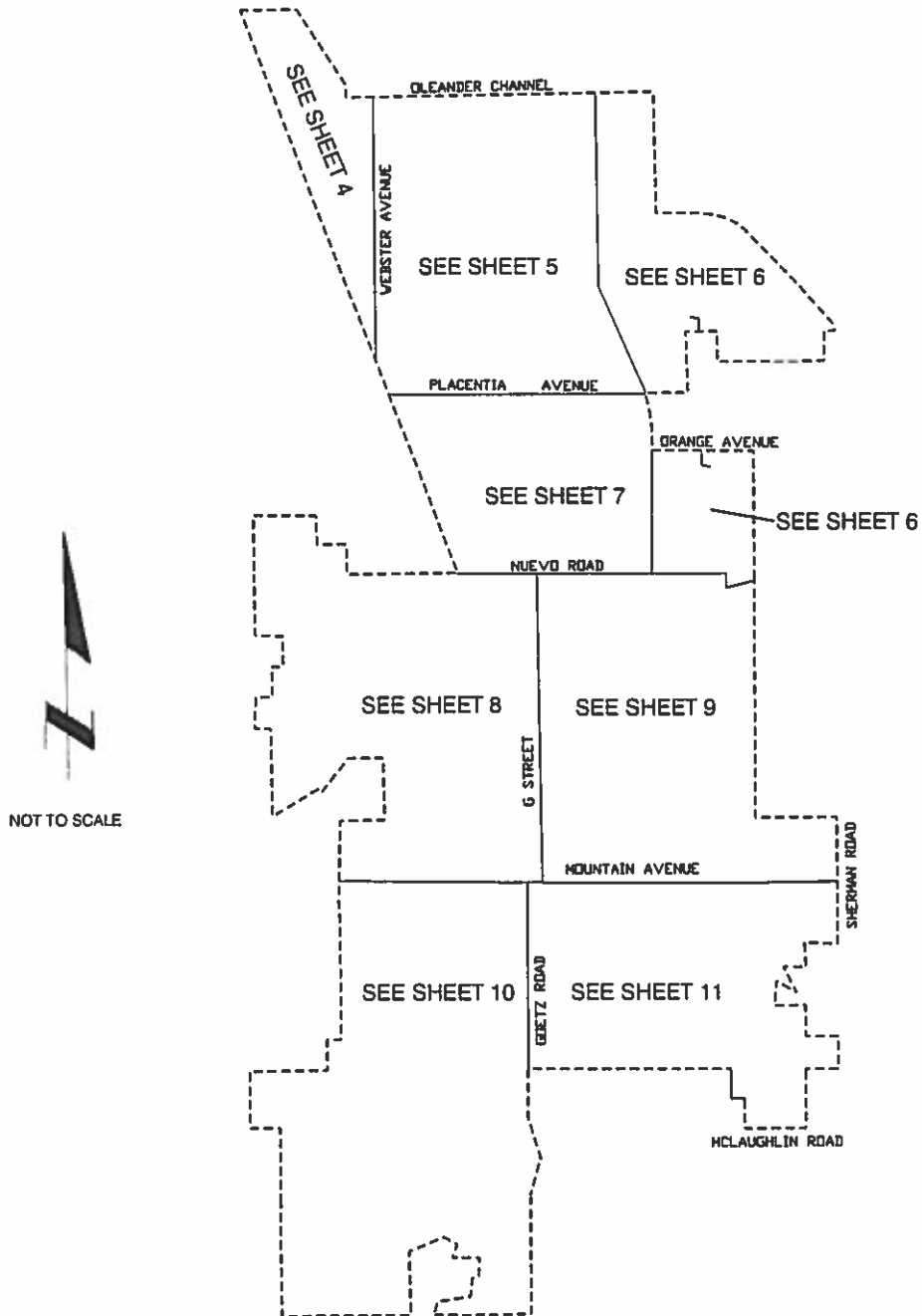
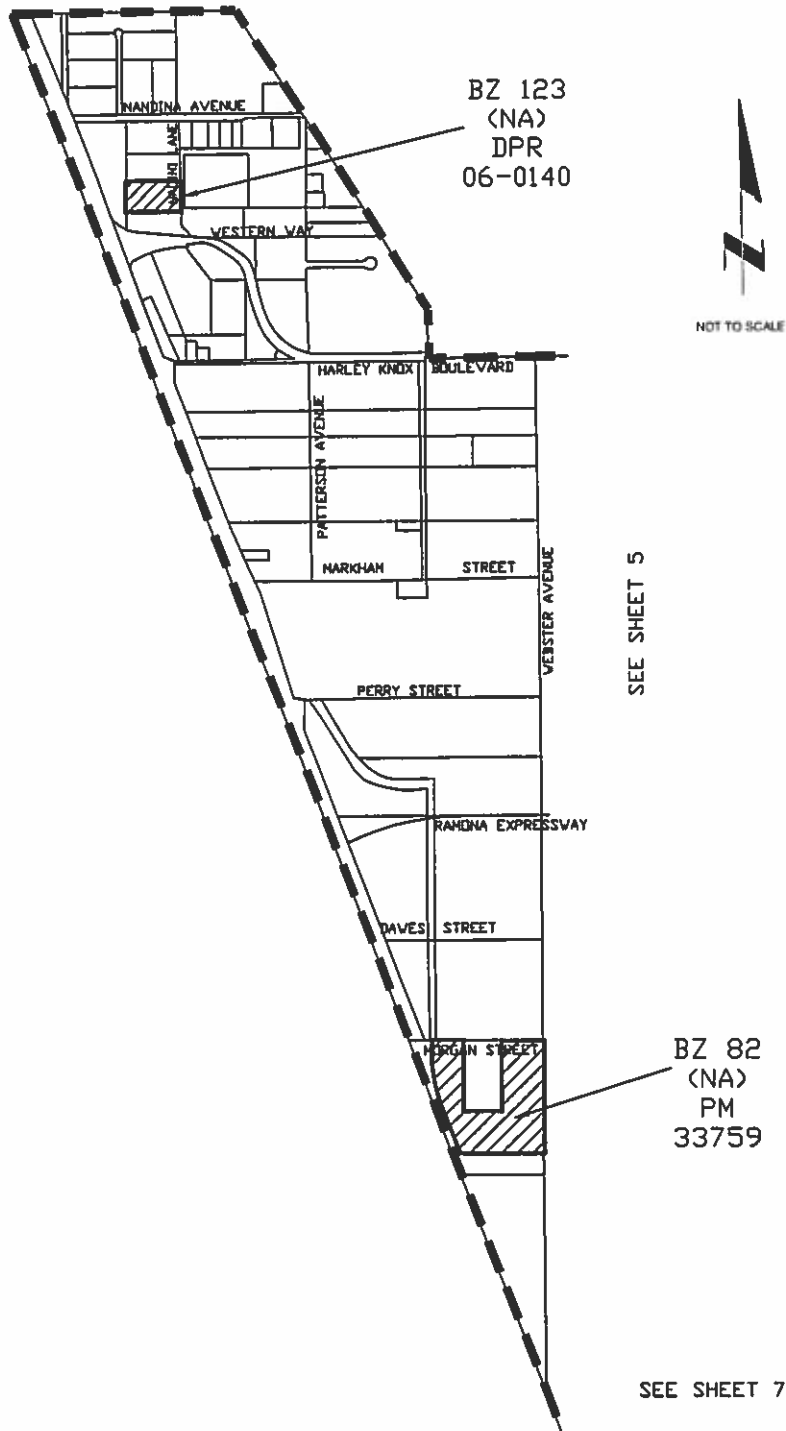


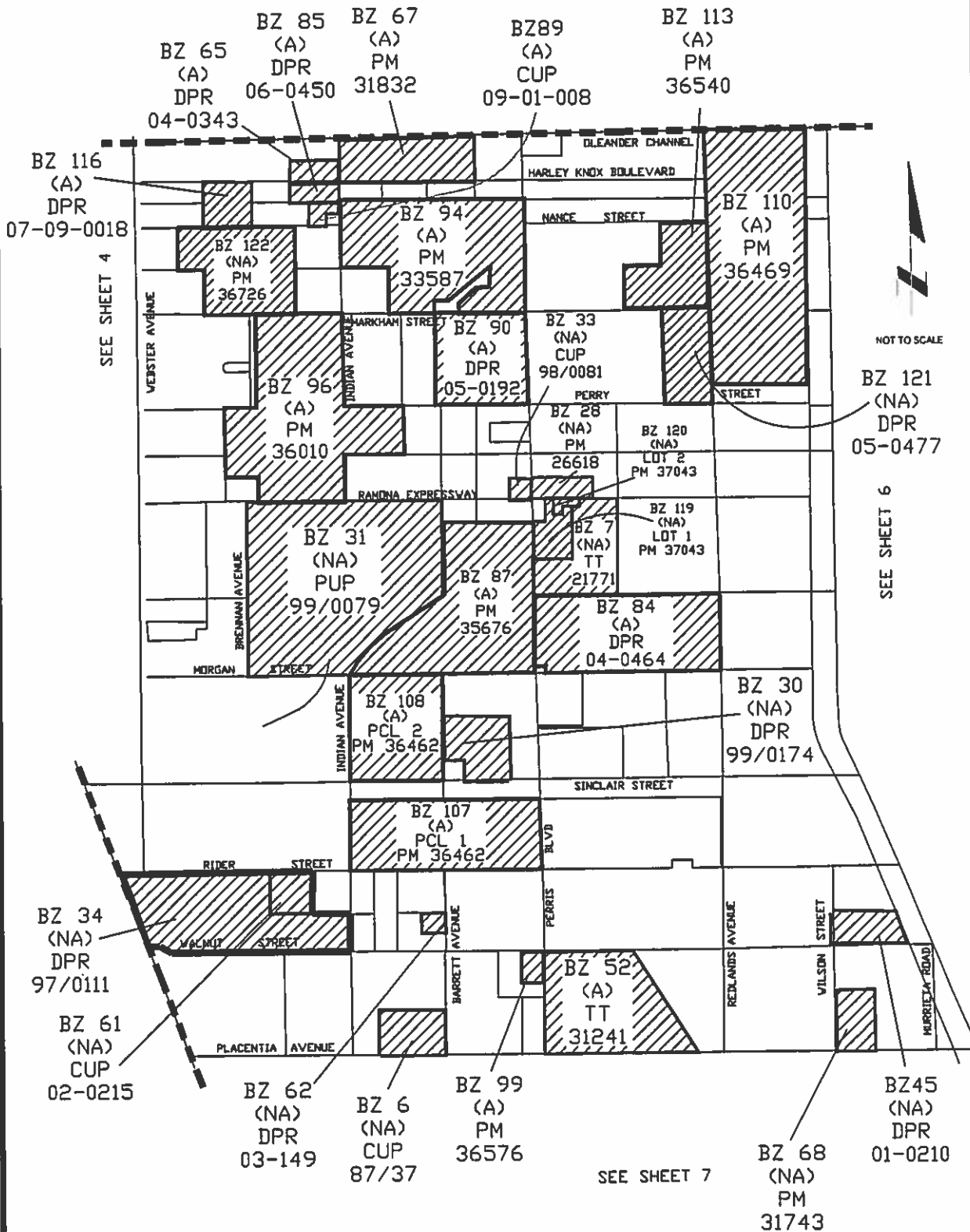
DIAGRAM OF
 LANDSCAPE MAINTENANCE DISTRICT NO. 1
 CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
 FISCAL YEAR 2017/2018
 BENEFIT ZONE SHEET INDEX

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|----------------------------------|--------------------------------------|
| BZ 01 TT 17399 SHEET 7 | BZ 61 CUP 02-0215 SHEET 5 |
| BZ 01 TT 20280 SHEET 9 | BZ 62 DPR 03-149 SHEET 5 |
| BZ 02 TT 19893 SHEET 7 | BZ 63 TT 32262 SHEET 6 |
| BZ 03 TT 21131 SHEET 8 | BZ 64 TT 33227 SHEET 6 |
| BZ 04 TT 20280 SHEET 9 | BZ 64 AMND TT 22832 SHEET 6 |
| BZ 05 TT 20538 SHEET 7 | BZ 64 AMND TT 22833 SHEET 6 |
| BZ 06 CUP 87/37 SHEET 5 | BZ 65 DPR 04-0343 SHEET 5 |
| BZ 07 TT 21771 SHEET 5 | BZ 66 TT 32793 & 33720 SHEET 6 |
| BZ 08 TT 22719 SHEET 8 | BZ 67 PM 31832 SHEET 5 |
| BZ 09 TT 22248 SHEET 7 | BZ 68 PM 31743 SHEET 5 |
| BZ 10 SUPERSEDED BY BZ 38 | BZ 69 TT 32769 SHEET 8 |
| BZ 11 TT 22988 SHEET 7 | BZ 70 TT 32707 & 32708 SHEET 6 |
| BZ 12 TT 22988 SHEET 7 | BZ 71 TT 30780 SHEET 6 |
| BZ 13 TT 24081 SHEET 8 | BZ 72 TT 32249 SHEET 6 |
| BZ 14 TT 24541 SHEET 9 | BZ 73 TT 31660 SHEET 6 |
| BZ 14 TT 23275 SHEET 9 | BZ 74 TT 32428 SHEET 7 |
| BZ 15 TT 23825 SHEET 7 | BZ 75 TT 31926 SHEET 10 |
| BZ 16 TT 23838 SHEET 9 | BZ 76 DPR 04-0314 SHEET 7 |
| BZ 17 TT 22910 SHEET 8 | BZ 78 TT 31651 SHEET 9 |
| BZ 18 TT 20645 SHEET 7 | BZ 79 TT 31240 SHEET 9 |
| BZ 18 TT 31683 SHEET 7 | BZ 80 PM 33266 SHEET 11 |
| BZ 19 TT 20173 SHEET 9 | BZ 81 PM 34082 SHEET 11 |
| BZ 20 TT 24715 SHEET 8 | BZ 82 PM 33759 SHEET 4 |
| BZ 21 TT 20211 SHEET 7 | BZ 83 TT 34073 SHEET 8 |
| BZ 22 TT 24809 SHEET 8 | BZ 84 DPR 04-0464 SHEET 5 |
| BZ 23 PM 26437 SHEET 7 | BZ 85 DPR 06-0450 SHEET 5 |
| BZ 24 TT 24499 SHEET 6 | BZ 86 CUP 06-0158 SHEET 8 |
| BZ 25 DPR 08/92 SHEET 9 | BZ 87 PM 35676 SHEET 5 |
| BZ 26 TT 27502 SHEET 8 | BZ 88 TT 33549 SHEET 8 |
| BZ 27 PM 27544 SHEET 7 | BZ 89 CUP 09-01-008 SHEET 5 |
| BZ 28 PM 26618 SHEET 5 | BZ 90 DPR 05-0192 SHEET 5 |
| BZ 29 SUPERSEDED BY BZ 86 | BZ 91 AQUATICS CENTER SHEET 11 |
| BZ 30 DPR 99/0174 SHEET 5 | BZ 92 DPR 07-0045 SHEET 8 |
| BZ 31 PUP 99/0079 SHEET 5 | BZ 93 CUP 12-06-0012 SHEET 8 |
| BZ 32 CUP 99-0185 SHEET 9 | BZ 94 PM 33587 SHEET 5 |
| BZ 33 CUP 98/0081 SHEET 5 | BZ 95 DPR 12-07-0011 SHEET 8 |
| BZ 34 DPR 97/0111 SHEET 5 | BZ 96 PM 36010 SHEET 5 |
| BZ 35 TT 29654 SHEET 6 | BZ 97 PM 34131 SHEET 7 |
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| BZ 35 TT 29994 SHEET 6 | BZ 99 PM 36576 SHEET 5 |
| BZ 36 TT 28986 SHEET 10 | BZ 100 DPR 12-03-0006 SHEET 8 |
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| BZ 38 TT 22831 SHEET 6 | BZ 102 DPR 10-08-0009 SHEET 8 |
| BZ 39 TT 30382 SHEET 9 | BZ 103 SOUTHEAST HIGH SCHOOL SHEET 6 |
| BZ 40 TT 30144 SHEET 7 | BZ 104 TRACT 30850 SHEET 6 |
| BZ 41 TT 26386 SHEET 9 | BZ 105 DPR 12-05-0013 SHEET 8 |
| BZ 42 TT 30380 SHEET 6 | BZ 106 CUP 13-02-0014 SHEET 9 |
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| BZ 44 DPR 02-0031 SHEET 11 | BZ 108 PARCEL 2, PM 36462 SHEET 5 |
| BZ 45 DPR 01-0210 SHEET 5 | BZ 109 CUP 13-07-0010 SHEET 11 |
| BZ 46 DPR 98-0071 SHEET 9 | BZ 110 PM 36469 SHEET 5 |
| BZ 47 WOODWORK CREATIONS SHEET 8 | BZ 111 PTN WISE & KNIGHTS SHEET 8 |
| BZ 48 PUP 99-0126 SHEET 7 | BZ 112 PTN WISE & KNIGHTS SHEET 8 |
| BZ 49 TT 30751 SHEET 7 | BZ 113 PM 36540 SHEET 5 |
| BZ 50 TT 30490 SHEET 6 | BZ 114 CLEARWATER ELE SCHOOL SHEET 7 |
| BZ 50 TT 30518 SHEET 6 | BZ 115 DPR 14-00099 SHEET 7 |
| BZ 51 TT 31114 SHEET 9 | BZ 116 DPR 07-09-0018 SHEET 5 |
| BZ 52 TT 31241 SHEET 5 | BZ 117 CUP 14-09-0001 SHEET 8 |
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| BZ 54 TT 31678 SHEET 9 | BZ 120 LOT 2, PM 37043 SHEETS 5 |
| BZ 55 TT 31226 SHEET 8 | BZ 121 DPR 05-0477 SHEET 5 |
| BZ 56 TT 31201 SHEET 8 | BZ 122 PM 36726 SHEET 5 |
| BZ 57 TT 31178 SHEET 6 | BZ 123 DPR 06-0140 SHEET 4 |
| BZ 59 TT 29425 SHEET 6 | |
| BZ 60 TT 30773 SHEET 6 | |
| BZ 60 TT 31416 SHEET 6 | |

DIAGRAM OF
LANDSCAPE MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2017/2018



**DIAGRAM OF
LANDSCAPE MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2017/2018**



**DIAGRAM OF
 LANDSCAPE MAINTENANCE DISTRICT NO. 1
 CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
 FISCAL YEAR 2017/2018**

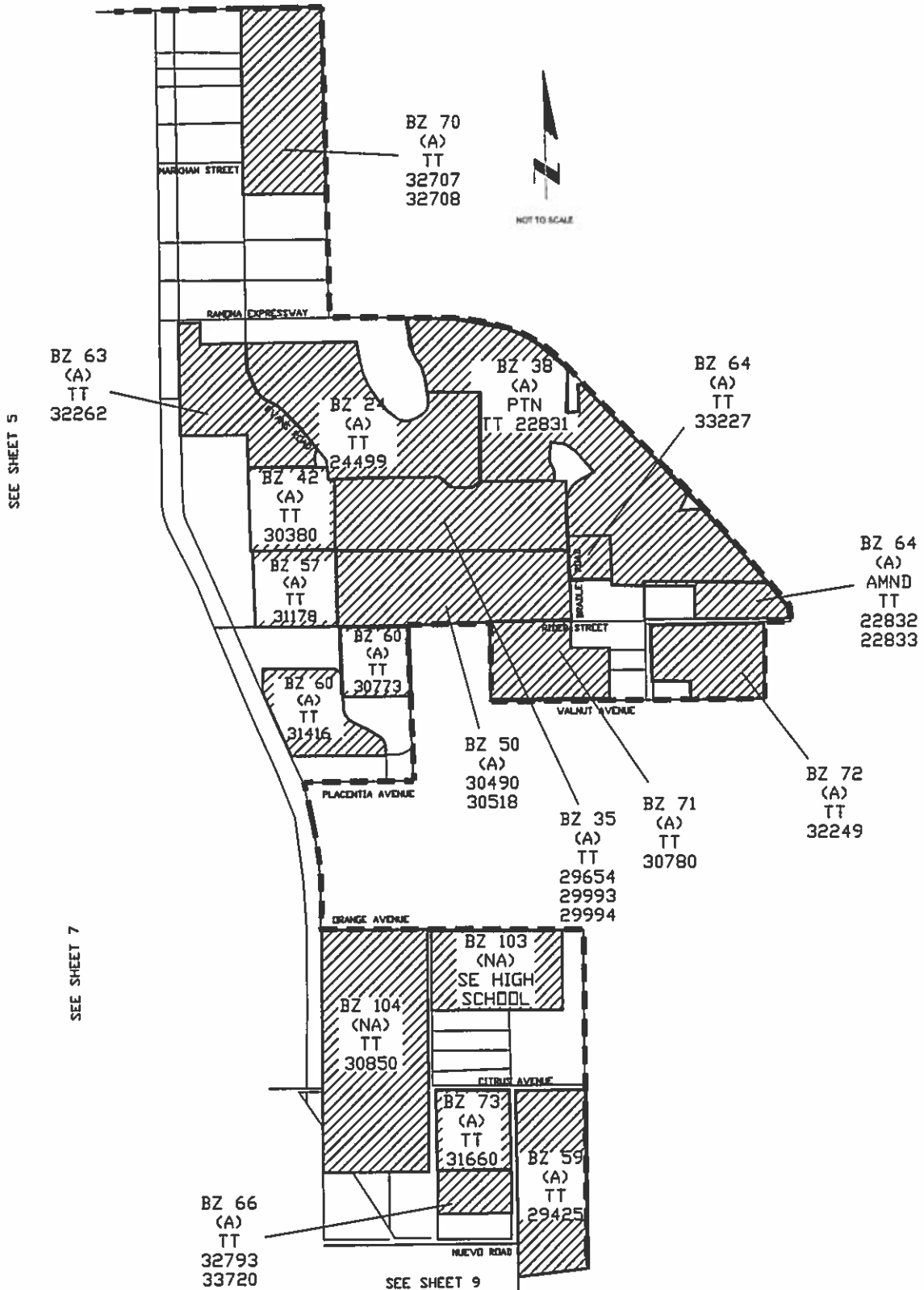
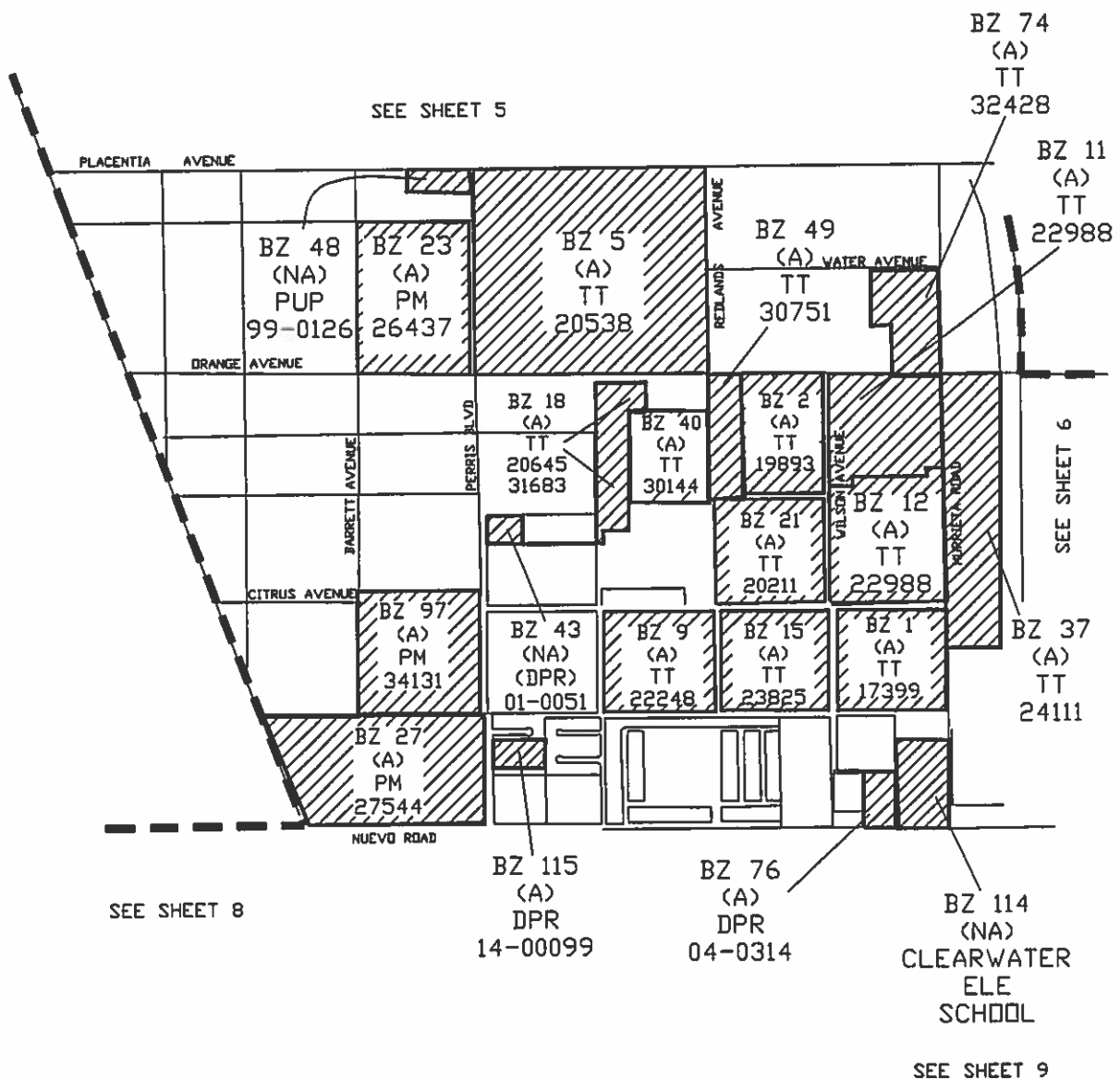


DIAGRAM OF
 LANDSCAPE MAINTENANCE DISTRICT NO. 1
 CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
 FISCAL YEAR 2017/2018



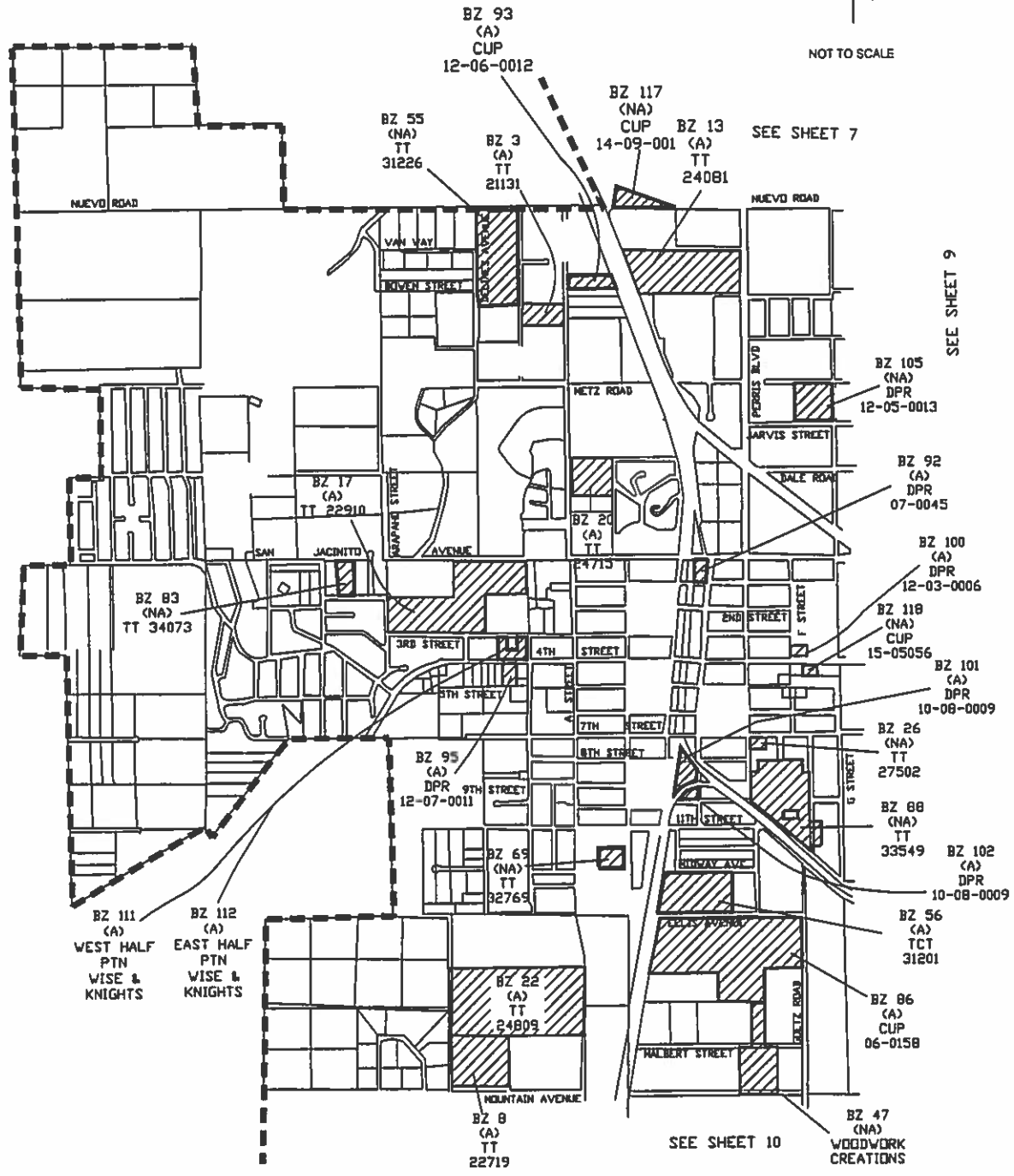
NOT TO SCALE



**DIAGRAM OF
LANDSCAPE MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2017/2018**



NOT TO SCALE



**DIAGRAM OF
LANDSCAPE MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2017/2018**



NOT TO SCALE

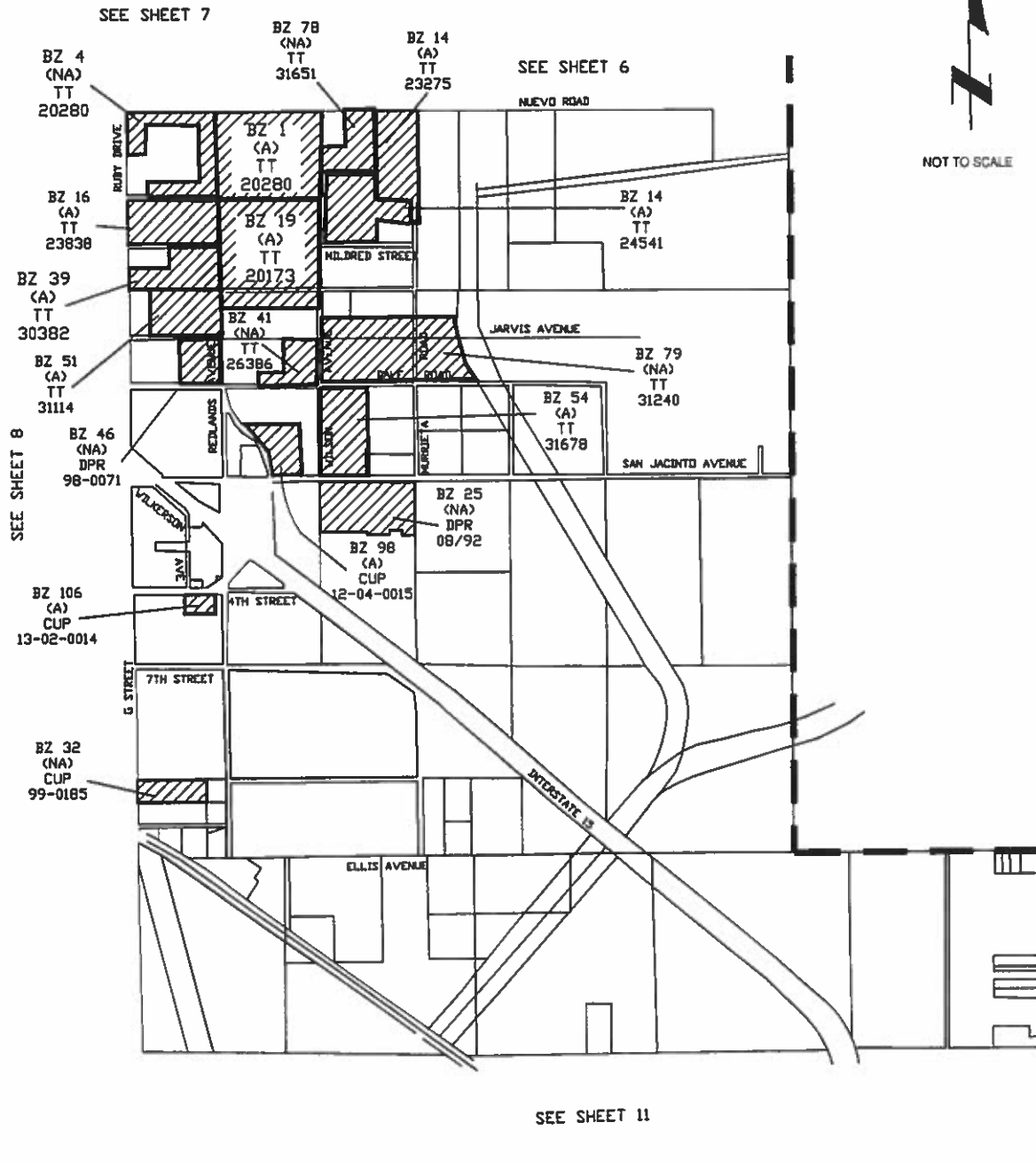
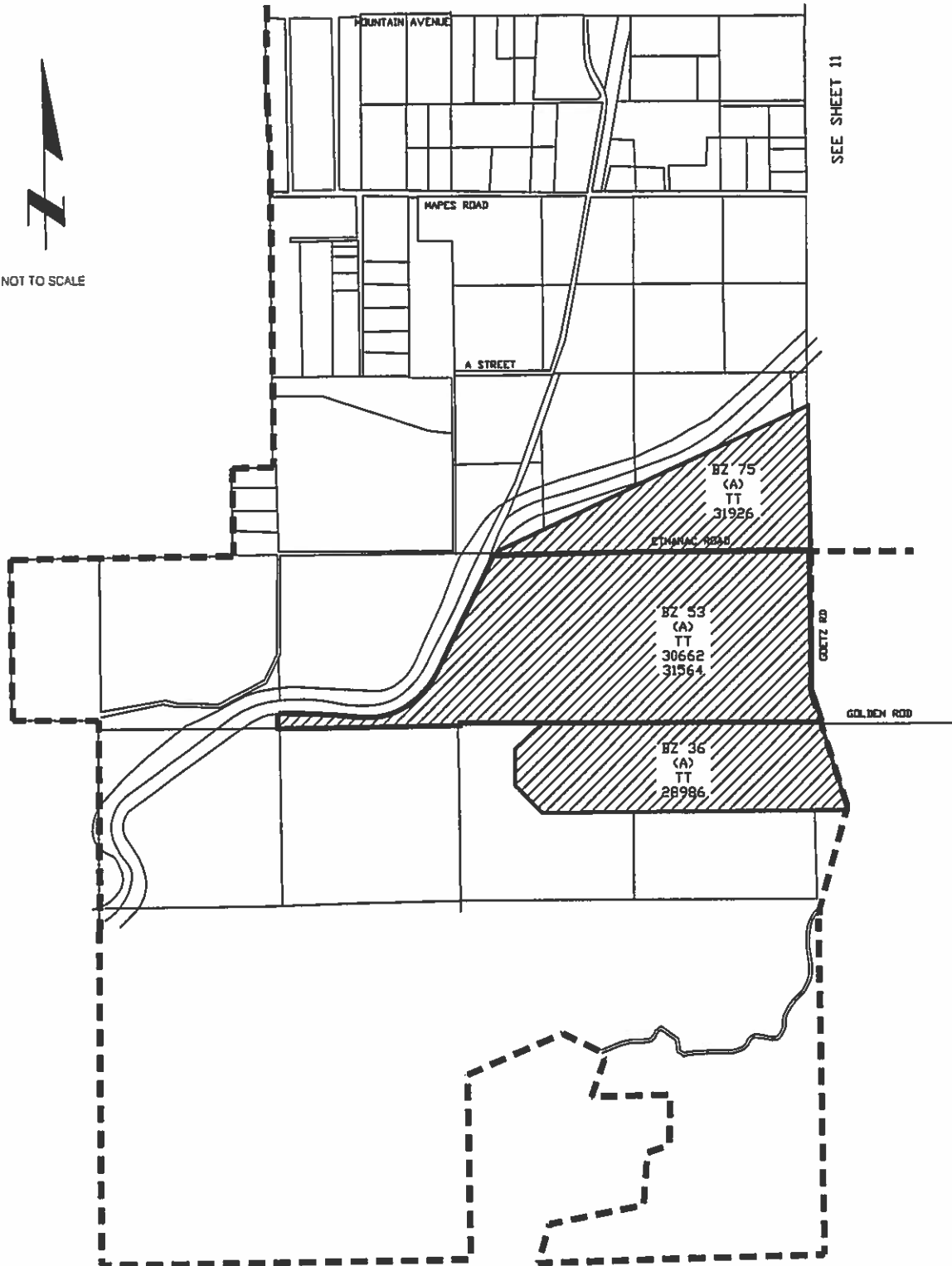


DIAGRAM OF
LANDSCAPE MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2017/2018

SEE SHEET 8



SEE SHEET 11

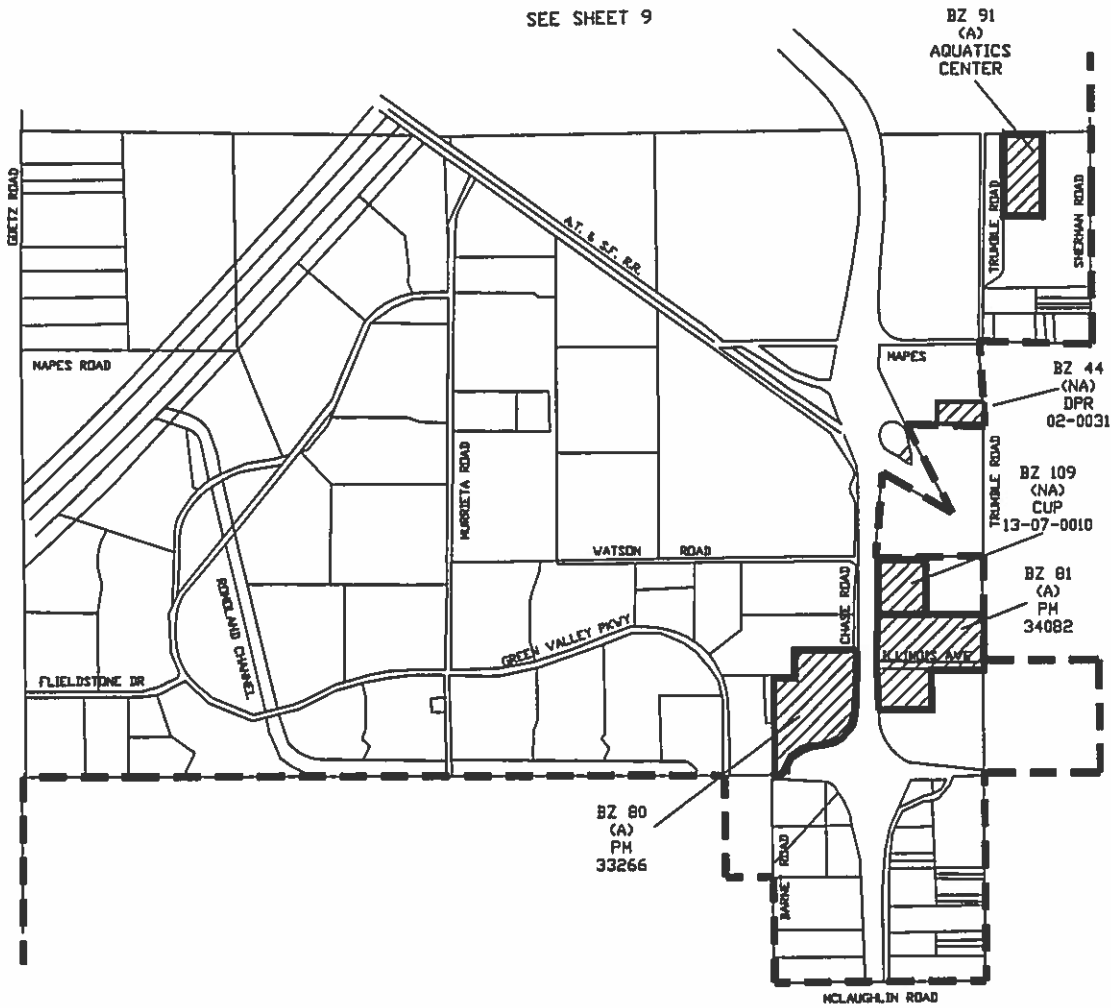
**DIAGRAM OF
 LANDSCAPE MAINTENANCE DISTRICT NO. 1
 CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
 FISCAL YEAR 2017/2018**



NOT TO SCALE

SEE SHEET 9

SEE SHEET 10



CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date June 13, 2017

SUBJECT: Annual Engineer's Report for Flood Control Maintenance District No. 1 (FY 2017/2018)

REQUESTED ACTION:

Open & Close Public Hearing and Adoption of Resolution Confirming the Assessments under FCMD 1 for FY 2017/2018

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: FCMD 1 includes residential tracts and commercial developments throughout the City. For a specific location, reference is made to Attachment 2 for the actual location of these areas. This District provides funding for the annual maintenance of street and flood control improvements constructed in conjunction with new development.

In order to continue collecting assessments on the tax roll, an annual assessment is brought to the City Council for approval. On February 28, 2017, the City Council ordered the preparation of the assessments for FCMD 1 and on May 9, 2017 approved a resolution stating the Council's intention to levy annual assessments and hold a public hearing on June 13, 2017.

BUDGET (or FISCAL) IMPACT: Fifty-nine benefit zones (FCBZ) will be assessed in Fiscal Year 2017/2018. The assessments for FY 2017/2018 total \$1,550,947.49.

Reviewed by:

Assistant City Manager PM

City Attorney _____

Assistant Director of Finance JE

Attachments:

1. Resolution Confirming the Assessments under Maintenance District No. FCMD 1 for Fiscal Year 2017/2018
2. Assessment Diagram

Public Hearings:

RESOLUTION NUMBER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE CONTINUED OPERATION OF THE CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, CONFIRMING THE ASSESSMENT AND DIAGRAM AND ORDERING THE LEVY AND COLLECTION OF SPECIAL ASSESSMENTS FOR FISCAL YEAR 2017-2018

WHEREAS, the City Council of the City of Perris, County of Riverside, California (“the City Council”), on May 9, 2017, adopted its Resolution of Intention declaring its intention to continue the operation of City of Perris Flood Control Maintenance District Number 1 (the “District”) for the installation, construction, maintenance, servicing and operation of the public flood control improvements, streets and appurtenant facilities in the District; and

WHEREAS, the Engineer of Work has filed with the City Clerk his report (the “Engineer’s Report”) containing the matters specified in Section 54703, et seq., of the Government Code; and

WHEREAS, the Engineer’s Report has been duly presented by the City Clerk to this City Council for consideration and has been fully considered by the City Council; and

WHEREAS, the proposed Resolution of Intention fixed June 13, 2017, at 6:30 p.m. in the City Council Chambers of the City of Perris, California, as the time and place for a hearing on the question of the continued operation of the District and the levy of assessments for Fiscal Year 2017-2018, and provided for notice of said hearing; and

WHEREAS, the City Clerk has filed, in her office, declarations setting forth compliance with the requirements for publication of notice and this City Council hereby finds that notice was published as required by law; and

WHEREAS, the City Clerk has filed, in her office, declarations setting forth compliance with the requirements for posting of notice and this City Council hereby finds that notice was posted as required by law; and

WHEREAS the City Clerk has filed, in her office, declarations setting forth compliance with the requirements for mailed notice and this City Council hereby finds that notice was mailed as required by law; and

WHEREAS, the hearing was duly opened and held by this City Council at the time and place for the hearing; and

WHEREAS, at the time and place fixed in such notice, a hearing was duly held by the City Council whereat all written appeals, protests or objections, if any, were duly presented and read, and all persons desiring to be heard thereon were heard, and this City Council gave all persons present an opportunity to be heard in respect of any matter relating to said assessment, to any act or determination of this City Council in relation thereto, to any matter in connection with said report, or to the correctness of the assessment or diagram, or to any other matters relating to these proceedings; and;

WHEREAS, the public interest and convenience require the continued installation, construction, maintenance, servicing and operation of public flood control improvements, streets, and appurtenant facilities within the proposed District; and

WHEREAS, all the lots and lands within said District will be benefited by maintenance of the public flood control improvements and streets.

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

Section 1. Protests. That said hearing has been duly held; that each and every step in the proceedings prior to and including said hearing has been duly and regularly taken; that the written protests received by the City Clerk at or before the hearing have been read and considered by the City Council.

Section 2. Necessity. That the public interest, convenience and necessity require the continued installation, construction, maintenance, servicing and operation of said public flood control improvements, streets, and appurtenant facilities.

Section 3. Benefit. That all the land included within the boundaries of said District as shown on the diagram thereof will be benefited by said improvement and the maintenance, servicing and operation thereof; and that the proposed assessment of the total amount of the cost and expenses of said improvement upon the several parcels and subdivisions of land in said District is in proportion to the benefits to be received by such parcels and subdivisions, respectively, from the improvement and the maintenance, servicing and operation thereof.

Section 4. Boundaries. That the exterior boundaries of the District are as set forth in the diagram contained in the Engineer's Report on file with the City Clerk.

Section 5. Engineer's Report. That the Engineer's Report and the method of assessment and the diagram and assessment for Fiscal Year 2017-2018 as set forth in the Engineer's Report, are hereby approved and confirmed, and the passage of this resolution shall continue the operation of City of Perris Flood Control Maintenance District Number 1 and shall constitute the levy of an assessment for the Fiscal Year 2017-2018.

Section 6. Collection of Assessment. That it is the intention of this City Council to collect annual assessments on the Riverside County assessment roll commencing in Fiscal Year 2017-2018.

ADOPTED, SIGNED and APPROVED this 13th day of June, 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 XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 13th day of June, 2017, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

DIAGRAM OF
 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1
 CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
 FISCAL YEAR 2017/2018



LEGEND


| | |
|--|---|
| <p>— — — — —</p> <p></p> <p>FC 1</p> <p>(A)</p> <p>(NA)</p> <p>CUP</p> <p>DPR</p> <p>PM</p> <p>PPR</p> <p>PUP</p> <p>TT</p> | <p>CITY BOUNDARY</p> <p>MAINTENANCE DISTRICT, BENEFIT ZONE AND DEVELOPMENT BOUNDARY</p> <p>FLOOD CONTROL BENEFIT ZONE 1</p> <p>ASSESSED</p> <p>NOT ASSESSED</p> <p>CONDITIONAL USE PERMIT</p> <p>DEVELOPMENT PLAN REVIEW</p> <p>PARCEL MAP</p> <p>PLOT PLAN REVIEW</p> <p>PUBLIC USE PERMIT</p> <p>TENTATIVE TRACT OR TRACT</p> |
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DIAGRAM OF
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2017/2018

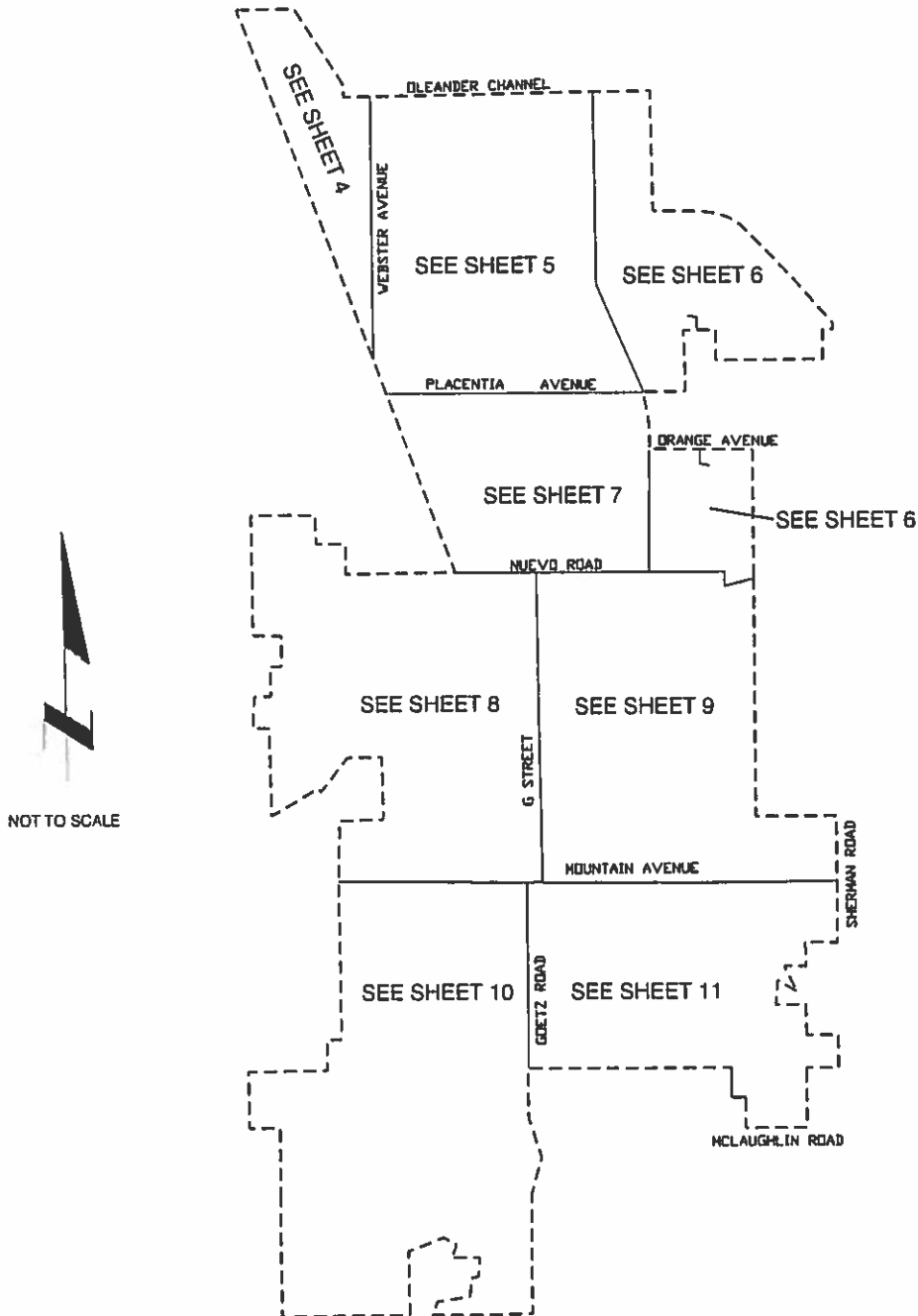
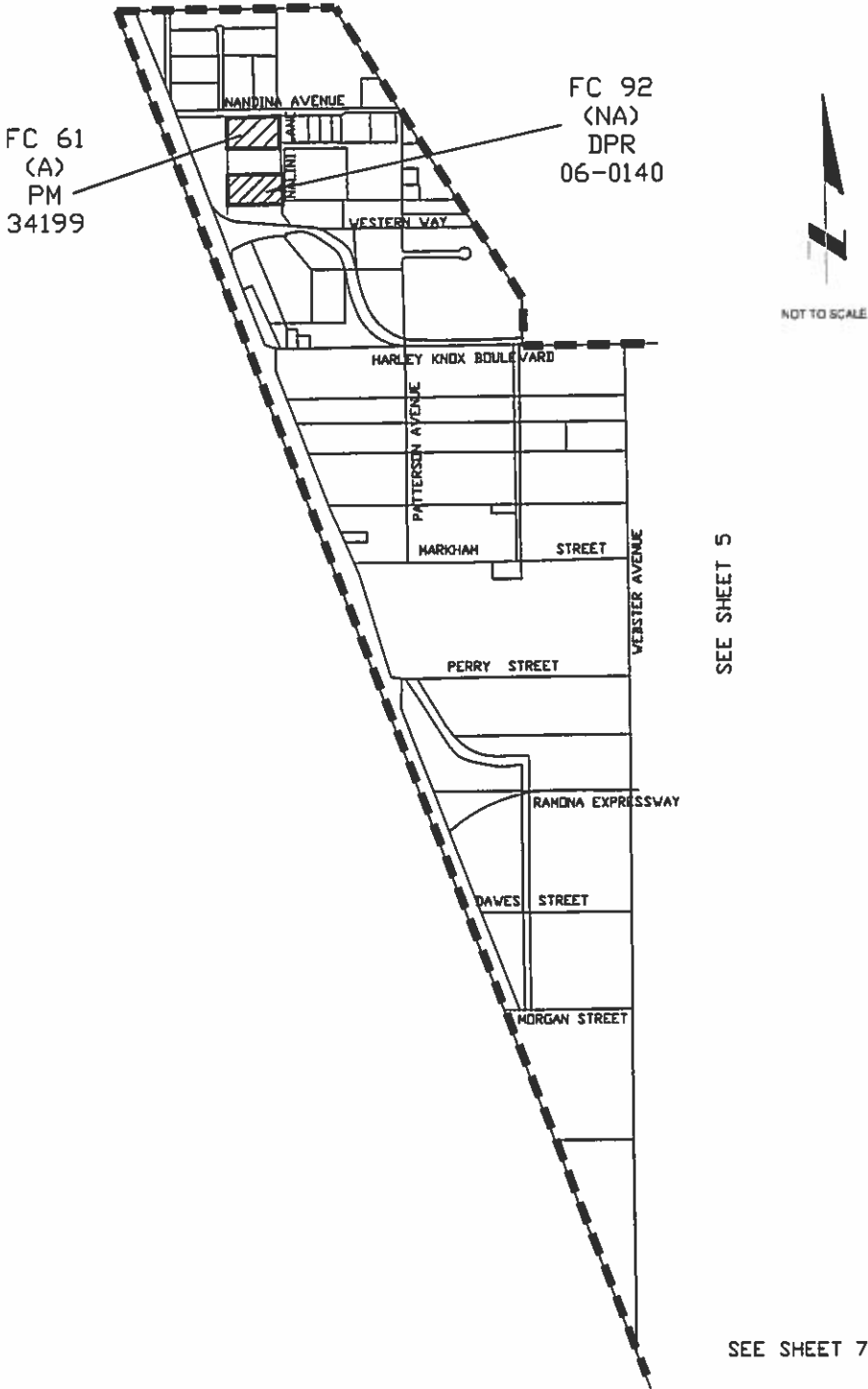


DIAGRAM OF
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2017/2018

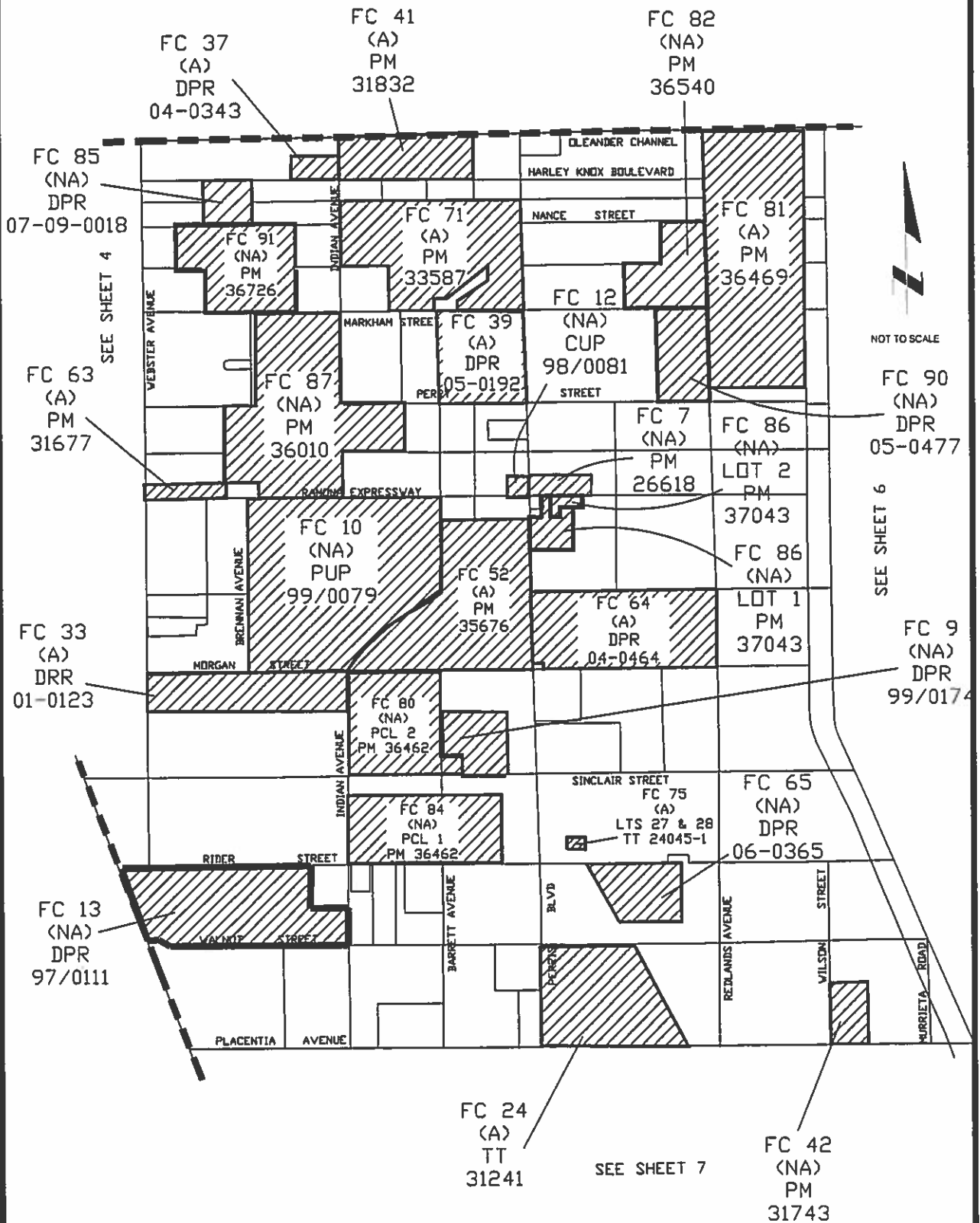
FLOOD CONTROL SHEET INDEX

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| FC 01 TT 19893 SHEET 7 | FC 42 PM 31743 SHEET 5 |
| FC 02 TT 20538 SHEET 7 | FC 43 TT 32769 SHEET 8 |
| FC 03 TT 24499 SHEET 6 | FC 44 TT 32707 & 32708 SHEET 6 |
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| FC 25 TT 30662 SHEET 10 | FC 73 PM 34131 SHEET 7 |
| FC 25 TT 31654 SHEET 10 | FC 74 CUP 12-04-0015 SHEET 9 |
| FC 26 TT 31678 SHEET 9 | FC 75 LOTS 27 & 28, TT 24045-1 SHEET 5 |
| FC 27 TT 31226 SHEET 8 | FC 76 SOUTHEAST HIGH SCHOOL SHEET 6 |
| FC 28 TT 31201 SHEET 8 | FC 77 TRACT 30850 SHEET 6 |
| FC 29 TT 31178 SHEET 6 | FC 78 DPR 12-05-0013 SHEET 8 |
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| FC 36 TRIPLE CROWN ELEMENTARY SHEET 7 | FC 87 PM 36010 SHEET 5 |
| FC 37 DPR 04-0343 SHEET 5 | FC 88 CUP 15-05056 SHEET 8 |
| FC 38 SKYVIEW ELEMENTARY SCHOOL SHEET 9 | FC 89 CUP 14-09-0001 SHEET 8 |
| FC 39 DPR 05-0192 SHEET 5 | FC 90 DPR 05-0477 SHEET 5 |
| FC 40 TT 32793 & 33720 SHEET 6 | FC 91 PM 36726 SHEET 5 |
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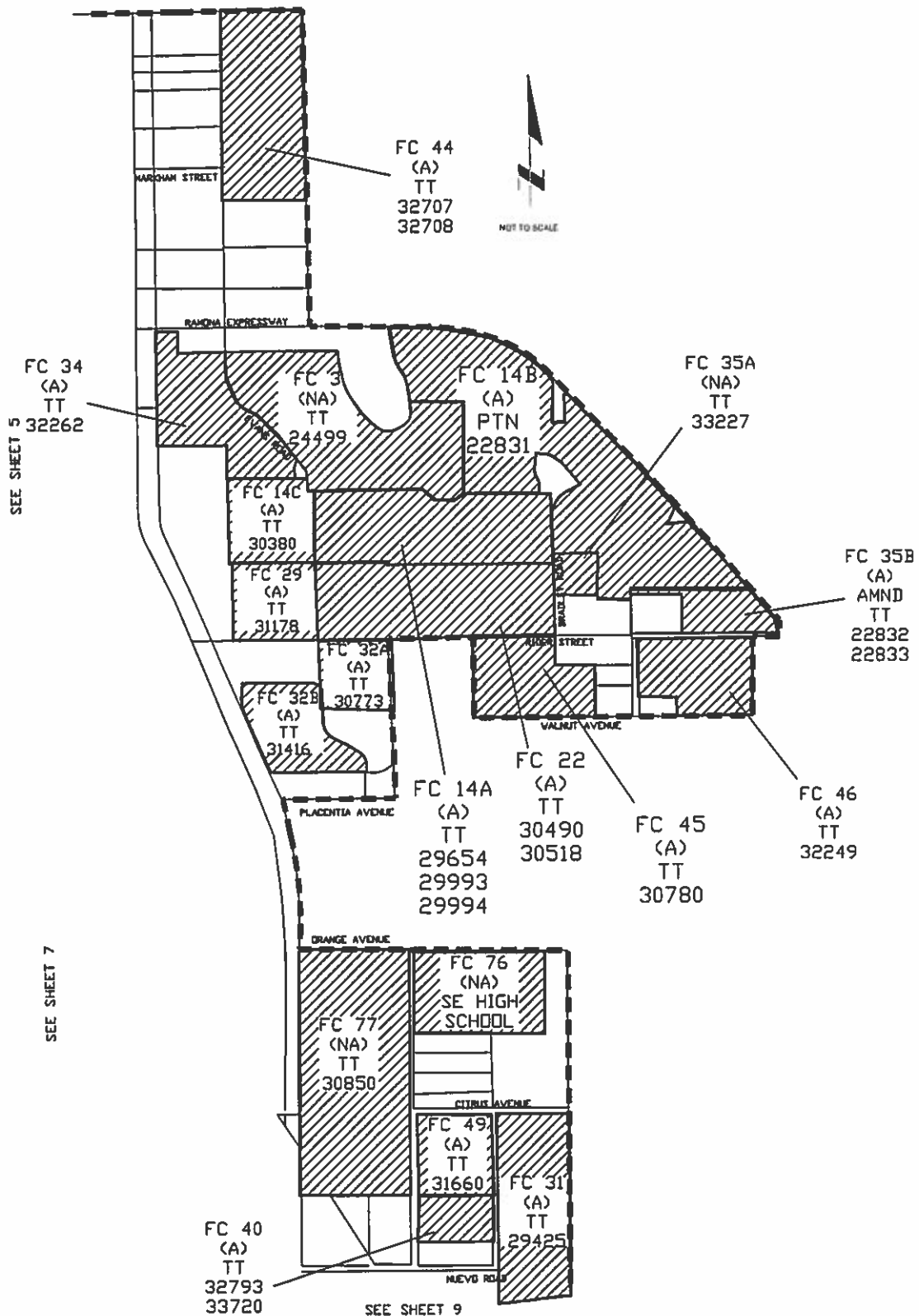
DIAGRAM OF
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2017/2018



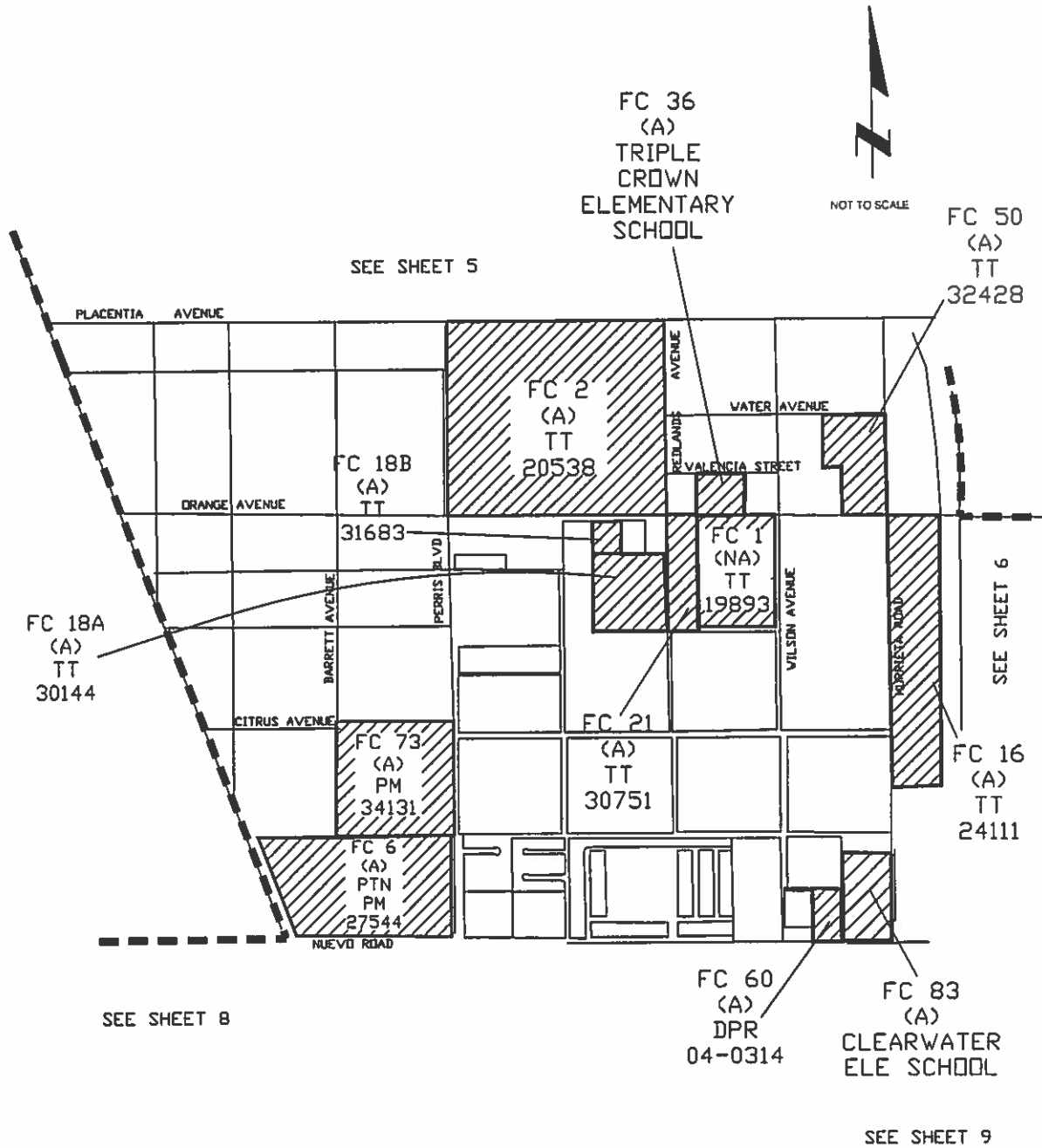
**DIAGRAM OF
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2017/2018**



**DIAGRAM OF
 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1
 CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
 FISCAL YEAR 2017/2018**



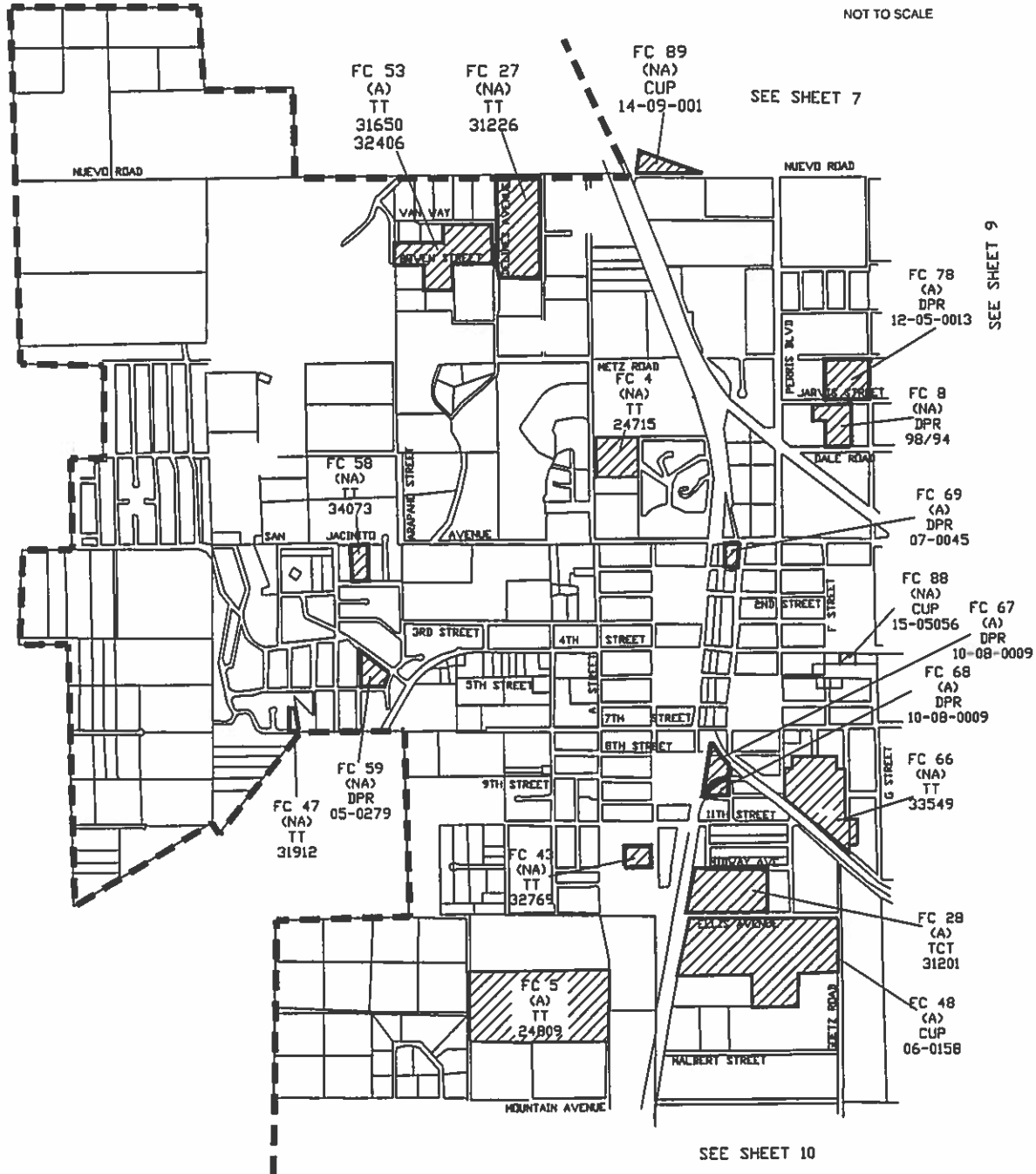
**DIAGRAM OF
 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1
 CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
 FISCAL YEAR 2017/2018**



**DIAGRAM OF
 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1
 CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
 FISCAL YEAR 2017/2018**



NOT TO SCALE



**DIAGRAM OF
 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1
 CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
 FISCAL YEAR 2017/2018**

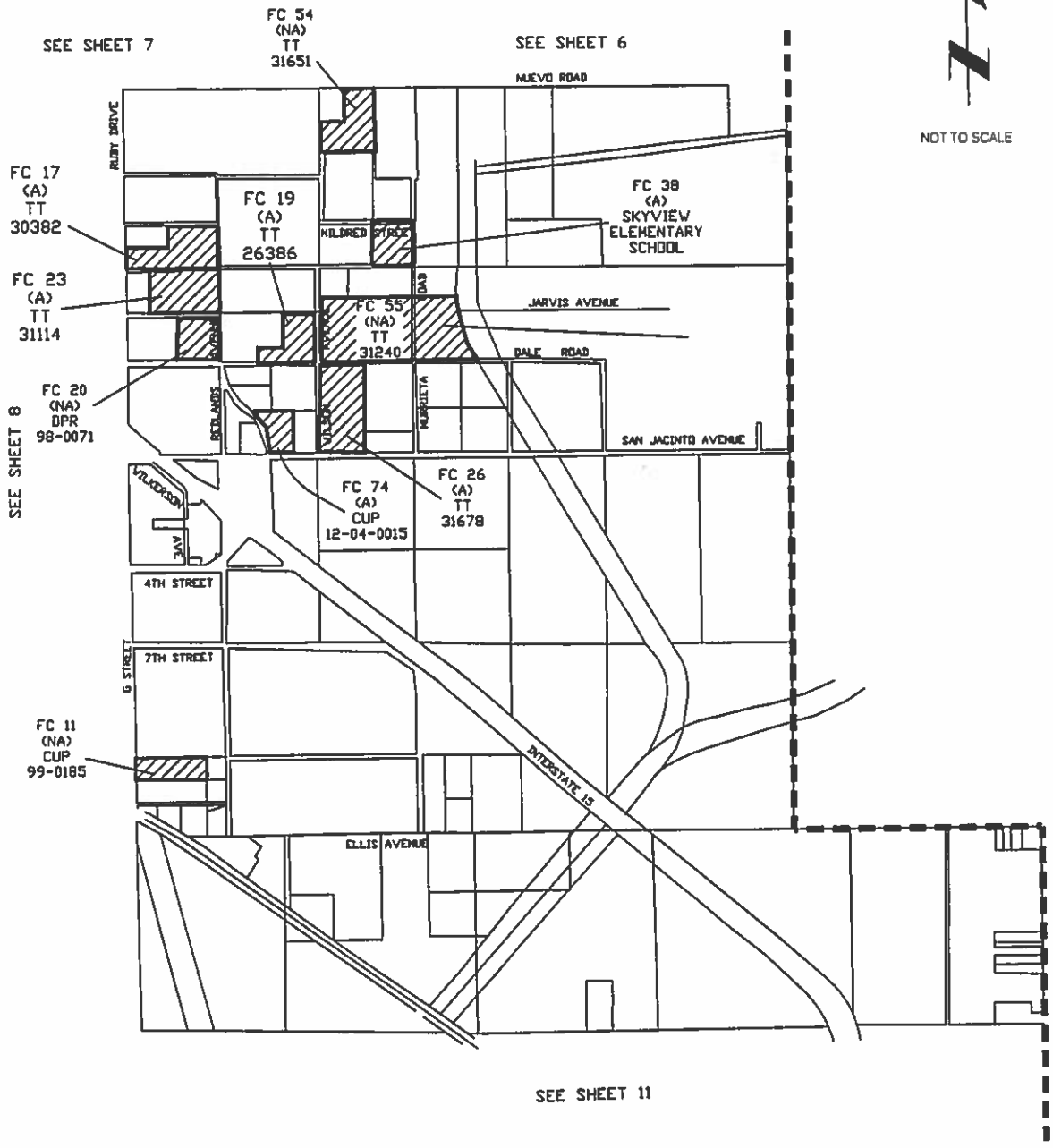
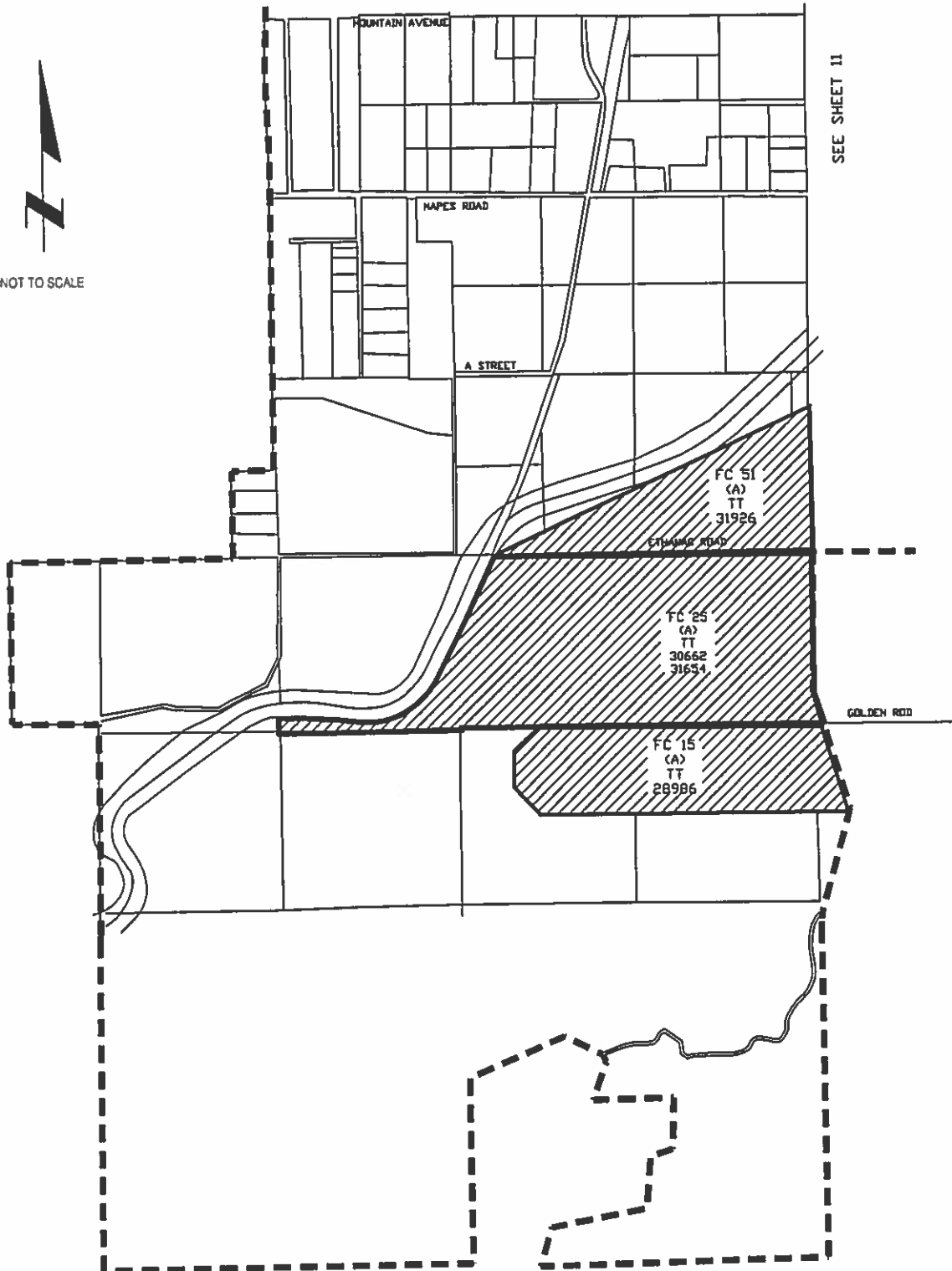


DIAGRAM OF
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2017/2018

SEE SHEET 8



NOT TO SCALE



SEE SHEET 11

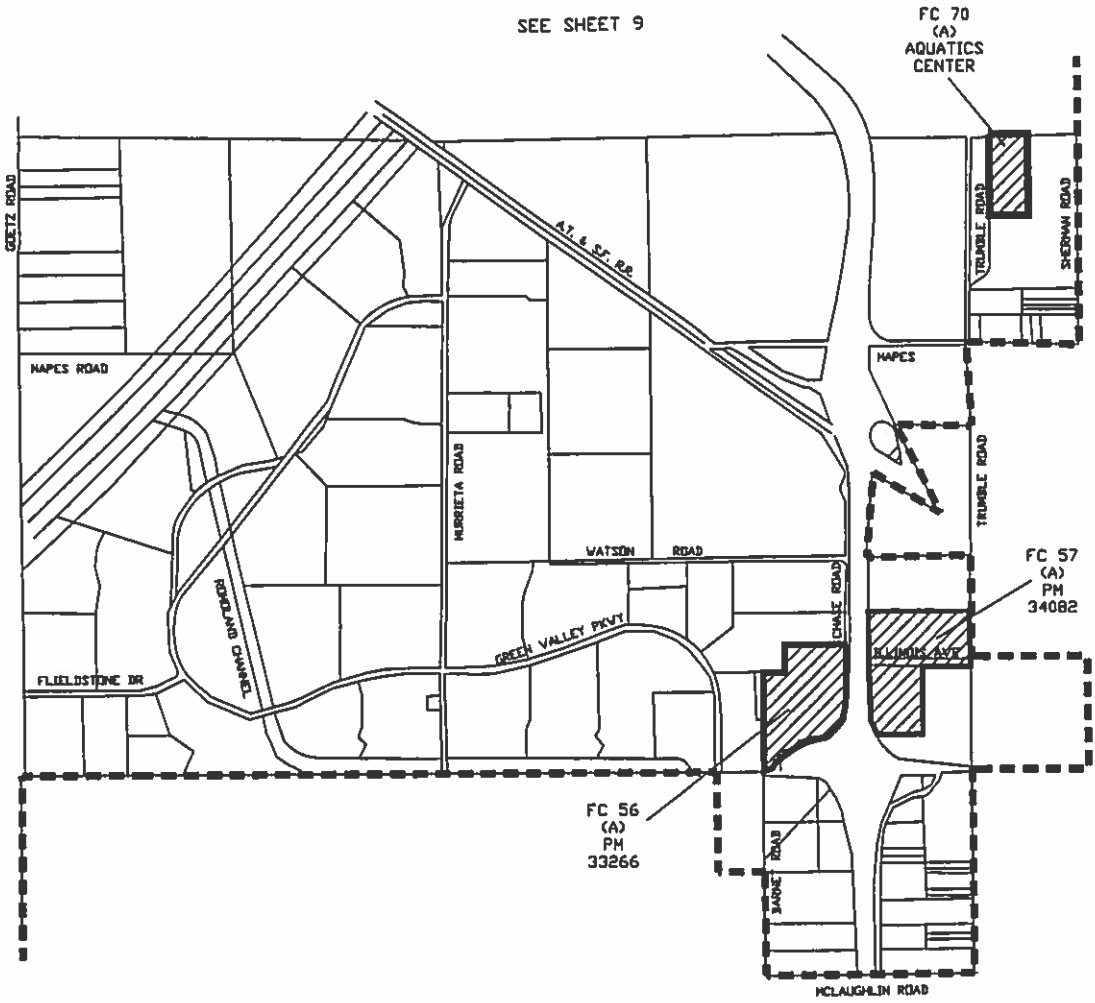
**DIAGRAM OF
 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1
 CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
 FISCAL YEAR 2017/2018**



NOT TO SCALE

SEE SHEET 9

SEE SHEET 10




CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: June 13, 2017

SUBJECT: Zone Change 17-05002 – Proposal to re-zone a .7 acre parcel with an existing 9,700 sq.ft. commercial building, from R-6,000- Single Family Residential to CN -Commercial Neighborhood, in order to provide consistency with the current General Plan land use designation of NC -Neighborhood Commercial. The subject parcel is located between Navajo Rd and Apache Rd, north of Indian Hills Circle, at 802 Navajo Rd. Applicant: City of Perris.

REQUESTED ACTION: ADOPT Ordinance No. (next in order) approving Zone Change 17-05002, based on the findings contained in the Ordinance and attached exhibits.

CONTACT: Clara Miramontes, Director of Development Services 

BACKGROUND/DISCUSSION:



On May 13, 2017, the Planning Commission conducted a public hearing on the proposed Zone Change and unanimously recommended to the City Council approval (6-ayes, 0-absent) of the project. In April 2005, the City Council approved a comprehensive update of the City of Perris General Plan. At that time, the land use designation for the subject project was changed from R7 (Single Family Residential) to NC (Neighborhood Commercial) within Planning Area 7. The property was already developed with a commercial strip center fronting along 4th Street and it was determined that an NC land use designation was appropriate. Recently, upon an inquiry by the property owner staff was made aware that the zoning for this property was never changed to be consistent with the General Plan, therefore necessitating the requested zone change. The General Plan update anticipated that the City would initiate the rezoning of properties in order to be consistent with the General Plan.

The proposed Zone Change meets Policy IV.A of the General Plan, which aims to achieve consistency among all planning documents. The underlying General Plan designation will not be changed and will remain NC (Neighborhood Commercial). This district provides for the development of limited scale commercial uses adjacent to residential areas. There is no physical development proposed at this time as the property is already developed. Land uses surrounding the project site include single family homes to the north, vacant land to the east, commercial center to the west and vacant land to the south.

On March 9, 2017, the Riverside County Airport Land Use Commission (ALUC) found City of Perris Case No. PLN 17-05002 (Zone Change), consistent with the 2010/2011 Perris Valley Airport Land Use Compatibility Plan and the 2014 March Air reserve Base/Inland Port Airport Land Use Compatibility Plan. The proposed Zone Change is a logical extension of the existing pattern. Therefore, Staff requests the City Council approve the proposed Zone Change based on the findings contained in the Ordinance and attached exhibits.

BUDGET IMPACT: The cost for staff preparation of this item is included in the existing 2016-2017 General Fund.

Prepared by: Brian Muhu, Assistant Planner

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

Attachments:

- 1 – Ordinance
- 2 – Planning Commission Packet Dated May 17, 2017
- 3 – Minutes of Planning Commission Meeting May 17, 2017

Consent: Public Hearing: June 13, 2017

ORDINANCE NUMBER (next in order)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING ZONE CHANGE 17-05002, A CITY INITIATED ZONE CHANGE TO RE-ZONE A .7 ACRE PARCEL, WITH AN EXISTING 9,700 SF COMMERCIAL BUILDING, LOCATED BETWEEN NAVAJO RD AN APACHE RD, NORTH OF INDIAN HILLS CIRCE, AT 802 NAVAJO RD, FROM R-6000 (SINGLE FAMILY RESIDENTIAL) TO CN (COMMERCIAL NEIGHBORHOOD), TO PROVIDE CONSISTENCY WITH THE GENERAL PLAN AND MAKE FINDINGS IN SUPPORT THEREOF.

WHEREAS, On April 26, 2005 the City Council approved a comprehensive update of the City of Perris General Plan, amending Planning Area 7 (PA 7-1) which included the subject property at 802 Navajo Rd; and

WHEREAS, the General Plan land use designation for the subject property was changed from R7 to NC (Neighborhood Commercial) under the 2005 General Plan Update; and

WHEREAS, Policy IV.A of the General Plan land use element, aims to achieve consistency among all planning documents; and

WHEREAS, Zone Change 17-05002 includes changes to re-zone the subject property at 802 Navajo Rd, to CN (Commercial Neighborhood) in order to provide consistency with the current General Plan land use designation of NC (Neighborhood Commercial); and

WHEREAS, on May 17, 2017, the Planning Commission conducted a duly, noticed public hearing on the proposed Zone Change, considered testimony and materials in the findings and accompanying documents, and recommended approval of the proposed Zone Change; and

WHEREAS, on June 13, 2017, the City Council conducted a duly, noticed public hearing on the proposed Zone Change, considered testimony and materials in the findings, accompanying documents and exhibits; and

WHEREAS, prior to taking action, the City Council has heard, been presented with, and/or reviewed all of the information and data which constitutes the administrative record for the above-mentioned approvals, including all oral and written evidence presented to the City during all project meetings and hearings; 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 hereby determines that the project is Categorically Exempt from the California Environmental Quality Act (CEQA) guidelines pursuant to Article 19 Section 15332 of CEQA for In-Fill Development Projects. Accordingly,

the City Council adopts a Categorical Exemption in accordance with the provisions of the California Environmental Quality Act.

Section 3. Based upon the information contained within the supporting exhibits, with respect to Zone Change 17-05002, the City Council finds that:

Zone Change 17-05002

- A. The proposed zoning is consistent with the General Plan land use map and applicable General Plan objectives, policies, and programs.
- B. The proposed zoning is compatible with or provides adequate buffering of adjoining uses.
- C. The proposed zoning is a logical extension of the existing zoning pattern.

Section 4. That for the foregoing reasons the City Council approves Zone Change 17-05002 to re-zone 802 Navajo Rd to CN (Commercial Neighborhood), to provide consistency with the General Plan, based on the findings presented herein.

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

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

ADOPTED, SIGNED, and APPROVED this 13th day of June 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 Ordinance Number _____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 13th day of June 2017, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

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

STAFF REPORT

CASE NUMBERS: Zone Change 17-05002

Date: May 17, 2017

Project Planner: Brian Muhu, Assistant Planner

Project Description: A City initiated zone change to re-zone a .7 acre parcel with an existing 9,700 sq.ft. commercial building from R-6,000 to CN (Commercial Neighborhood) in order to provide consistency with the General Plan. The parcel is located between Navajo Rd and Apache Rd north of Indian Hills Circle.

Location: 802 Navajo Rd.

Assessor's Parcel Number: 303-120-017

Acre: .7 acres

Applicant/Owner: City of Perris

Environmental Determination: Categorically exempt pursuant to Article 19 Section 15332 of CEQA

EXISTING ZONING AND LAND USE:

Existing Zoning: R, 6000 single family residential

Surrounding Zoning:

| <i>Direction</i> | <i>Zoning</i> |
|------------------|-----------------------------------|
| North | R-6,000 single family residential |
| South | CC (Community Commercial) |
| East | R-6,000 single family residential |
| West | CC (community commercial) |

Existing Land Use: Commercial

Surrounding Land Uses:

| <i>Direction</i> | <i>Land Use</i> |
|------------------|---------------------|
| North | Single family homes |
| South | Vacant land |
| East | Vacant land |
| West | Commercial center |

PROJECT BACKGROUND

Zone change (17-05002) is requested to re-zone a .7 acre parcel with existing 9,700 sq.ft. commercial building known as Indian Hills Center, from R-6,000 to CN (Commercial Neighborhood), in order to provide consistency with the General Plan. The building currently has 12 units and businesses include restaurant, retail, office and service uses serving the surrounding residential community. Access to the site is available from Navajo Rd and Indian Hills Circle.

On April 26, 2005, the City Council approved a comprehensive update of the City of Perris General Plan. At that time, the land use designation for the subject project was changed from R7 (Single Family Residential) to NC (Neighborhood Commercial) within Planning Area 7. The property was already developed with a commercial strip center fronting along Indian Hills Circle and it was determined that an NC land use designation was appropriate. The commercial strip center still currently exists with commercial uses. The property is located within Planning Area 7(PA 7-1) of the General Plan, which was included in the update. The General Plan land use was changed from R7 to NC (Neighborhood Commercial). Recently, upon an inquiry by the property owner, staff was made aware that the zoning was not updated for this property to be consistent with the General Plan, therefore necessitating the proposed zone change. The proposed Zone Change meets Policy IV.A of the General Plan, which aims to achieve consistency among all planning documents. The policy states, "The General Plan and the Zoning Code shall be revised and updated to maintain consistency with each other, and Regional Plans". At the time of the General Plan update, it was anticipated that the City would initiate the rezoning of properties in order to be consistent with the General Plan. Zone change 17-05002 allows the zoning designation to coincide with existing General Plan land use.

The underlying General Plan designation will not be changed, and will remain NC (Neighborhood Commercial). This district provides for the development of limited scale commercial uses adjacent to residential areas, which serves the day-to-day shopping needs of local residents. There is no physical development proposed at this time as the property is already developed.

PROJECT SETTING:

Indian Hills Center is an existing commercial development located between Navajo Rd and Apache Rd, north of Indian Hills Circle at 802 Navajo Rd. The parcel is located just north of the western Perris boundary entering the City from Highway 74. Single family homes can be found to the north of the

site, vacant land to the south and east and, an existing commercial center (Navajo Retail Center) to the west. The site is part of existing commercial developments fronting on Indian Hills Circle providing restaurant, retail, office and service uses to surrounding residential community.

ANALYSIS:

GENERAL PLAN CONSISTENCY

The project site is located within Planning Area 7, as identified in the City General Plan land use Element. Planning Area 7 is bounded by Nuevo Road to the north, the City limits to the west, downtown to the east and Mapes Road to the south, and is primarily made up of residential uses and commercial uses at key locations along 4th street. This area also includes uses that serve the community, such as churches and schools. The General Plan designates the site as NC (Neighborhood Commercial), allowing for development of limited scale commercial uses adjacent to residential areas, which serves the day-to-day shopping needs of local residents. The proposed zone change meets Policy IV.A of the General Plan, which aims to achieve consistency among all planning documents. The policy states, "The General Plan and the Zoning Code shall be revised and updated to maintain consistency with each other, and Regional Plans."

Riverside County Airport Land Use Commission (ALUC)

On March 9, 2017, the Riverside County Airport Land Use Commission (ALUC) found City of Perris Case No. PLN 17-05002 (Zone Change), consistent with the 2010/2011 Perris Valley Airport Land Use Compatibility Plan and the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan., Since the site is located within Airport Compatibility Zone E and the project involves only a Zone Change with no physical development, there are no Conditions of Approval.

ZONE CHANGE FINDINGS

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

The proposed zoning of CN (Commercial Neighborhood) provides for the development of limited scale commercial uses adjacent to residential areas, which serves the day-to-day shopping needs of local residents. This designation is consistent with the General Plan land use of Neighborhood Commercial. Also, the proposed Zone Change meets Policy IV.A of the General Plan, which aims to achieve consistency among all planning documents. Therefore, proposed Zone Change will not conflict with the objectives, policies, and programs set forth in the General Plan.

2. *The proposed zoning is compatible with or provides adequate buffering of adjoining uses.*

The site includes an existing 9,700 sq.ft. commercial building known as Indian Hills Center. Surrounding uses include adjacent existing commercial center, commercial zoned vacant land and single family residential uses separated by existing fence to the rear of the property. The proposed zoning is compatible with surrounding commercial zoning and existing fencing can be found where adjacent to residential uses.

3. *The proposed zoning is a logical extension of the existing zoning pattern.*

Currently, the parcel has a General Plan land use of CN and a zoning designation of R-6,000. The property has an existing commercial center, adjacent to commercial zoned parcels. Requested zone change is to re-zone the subject parcel from R-6,000 to CN in order to provide consistency with the General Plan. Therefore, proposed Zone Change provides a logical extension of the existing pattern.

PUBLIC/AGENCY COMMENTS

The proposed Zone Change has been duly noticed and, as of the writing of this report, no comments in opposition have been received from the requested Zone Change from property owners or neighboring property owners.

ENVIRONMENTAL CONSIDERATIONS:

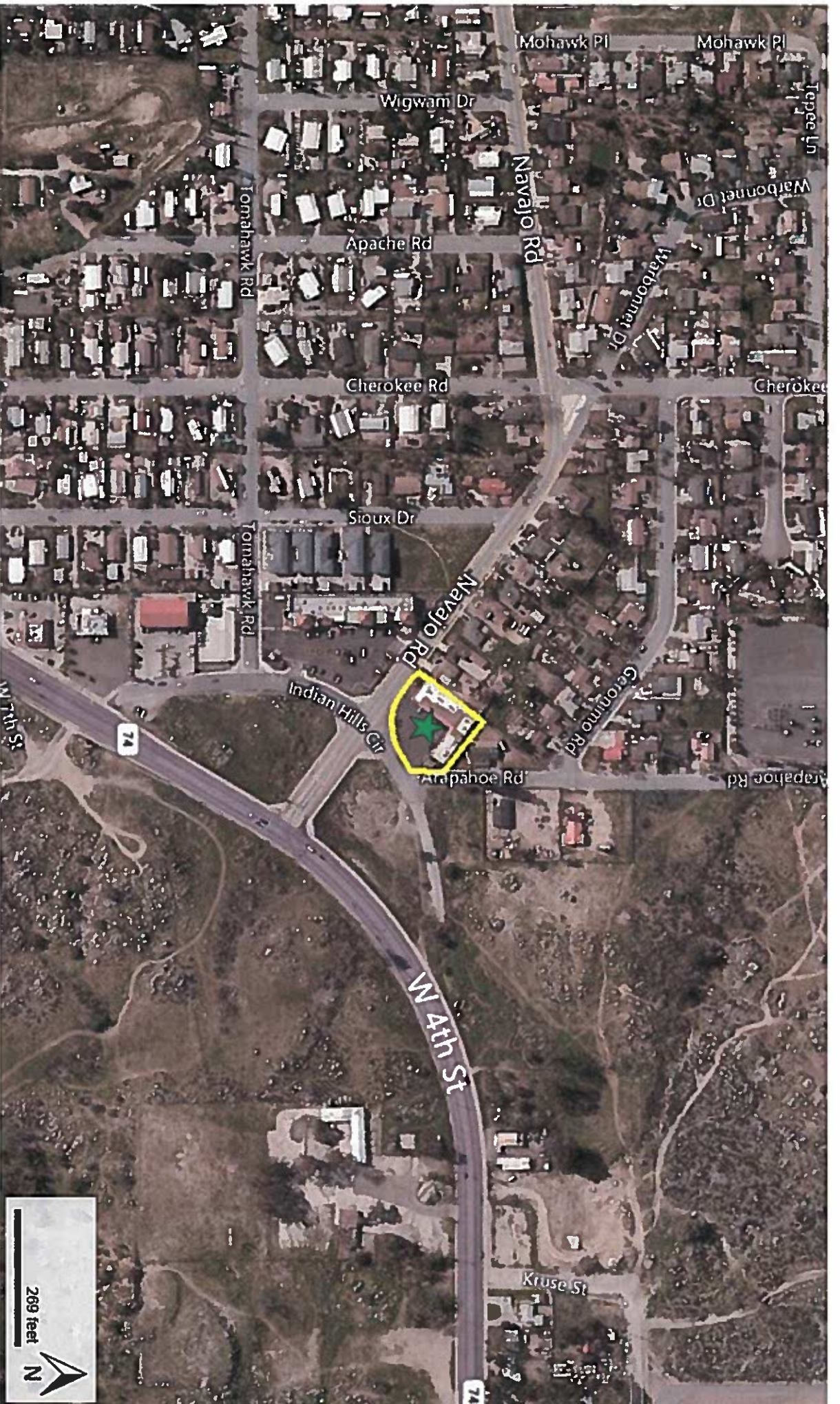
The project is categorically exempt pursuant to Article 19 Section 15332 of CEQA for In-Fill Development Projects.

RECOMMENDATION:

Staff recommends that the Planning Commission:

ADOPT Resolution No. 17-12 approving Zone Change 17-05002, to re-zone a .7 acre parcel with existing 9,700 sq. ft. commercial building, from R-6,000 to CN (Commercial Neighborhood), based on the findings contained in the resolution and attached exhibits.

| | |
|-------------|--------------------------------|
| Exhibit A - | Vicinity and Aerial Map |
| Exhibit B- | 2005 General Plan Update |
| Exhibit C - | Existing General Plan & Zoning |
| Exhibit D- | New Zoning Designation |
| Exhibit E - | Resolution |



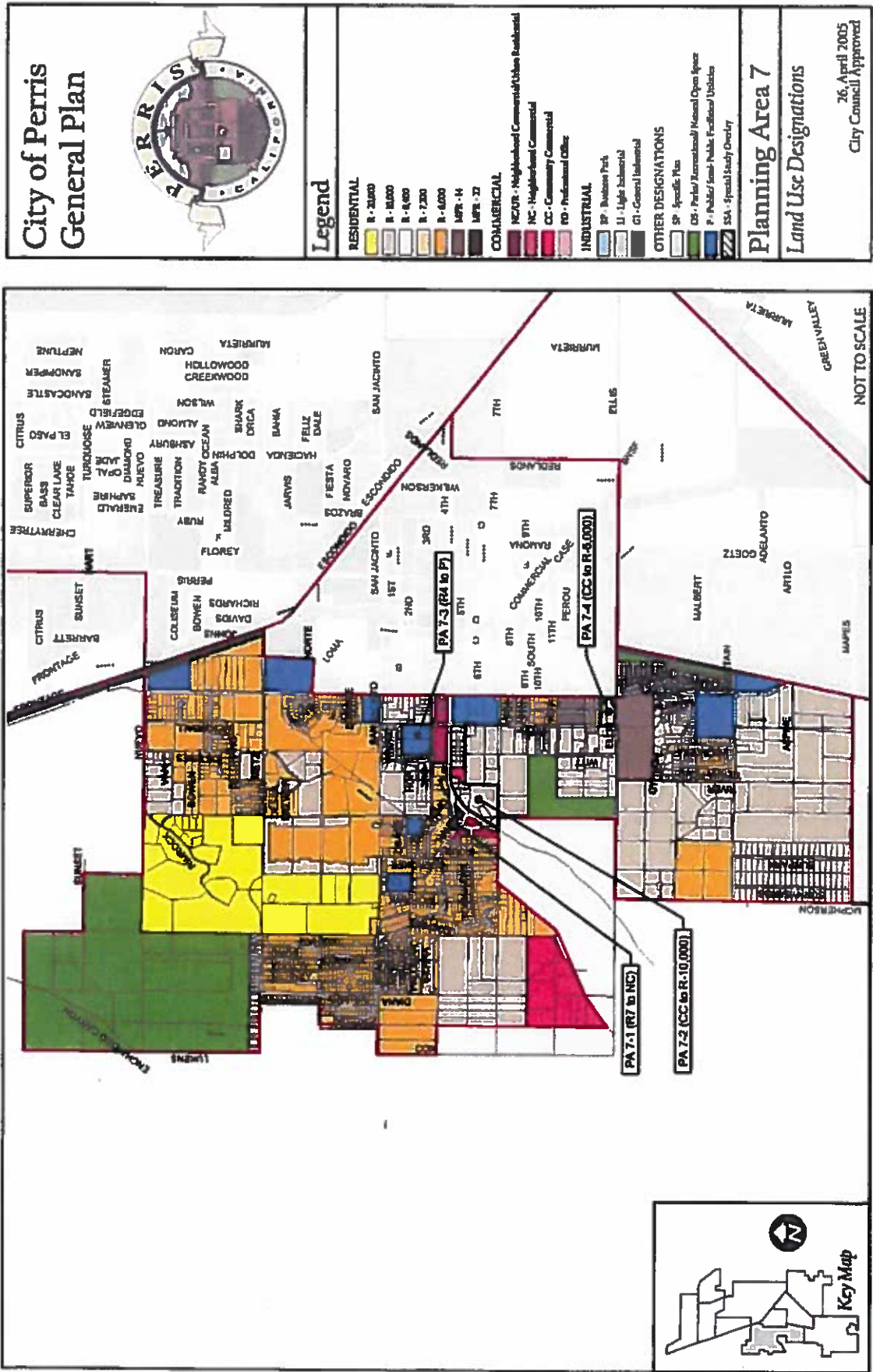
Zone Change 17-05002

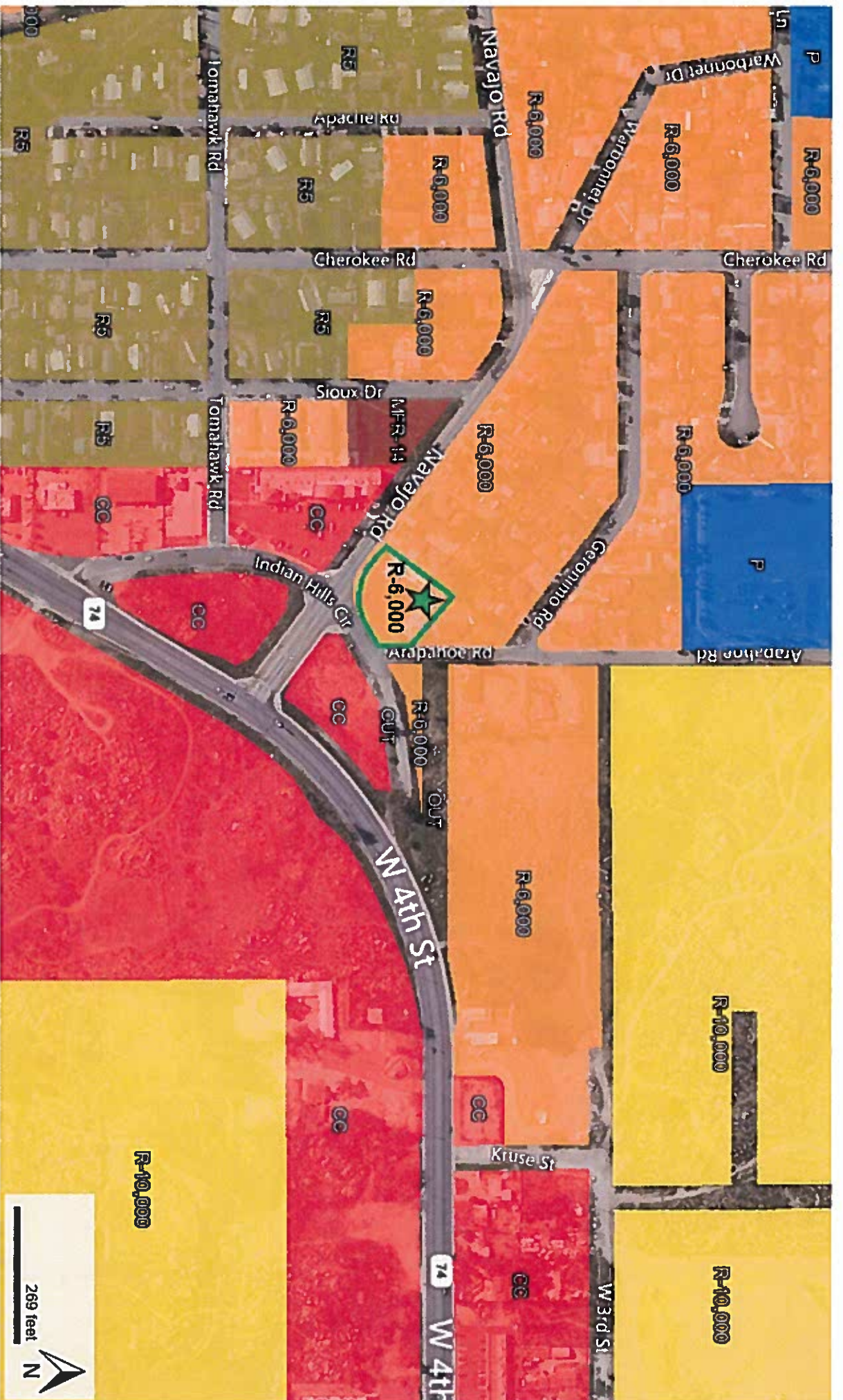


Ariel/Vicinity

Exhibit A

Exhibit B



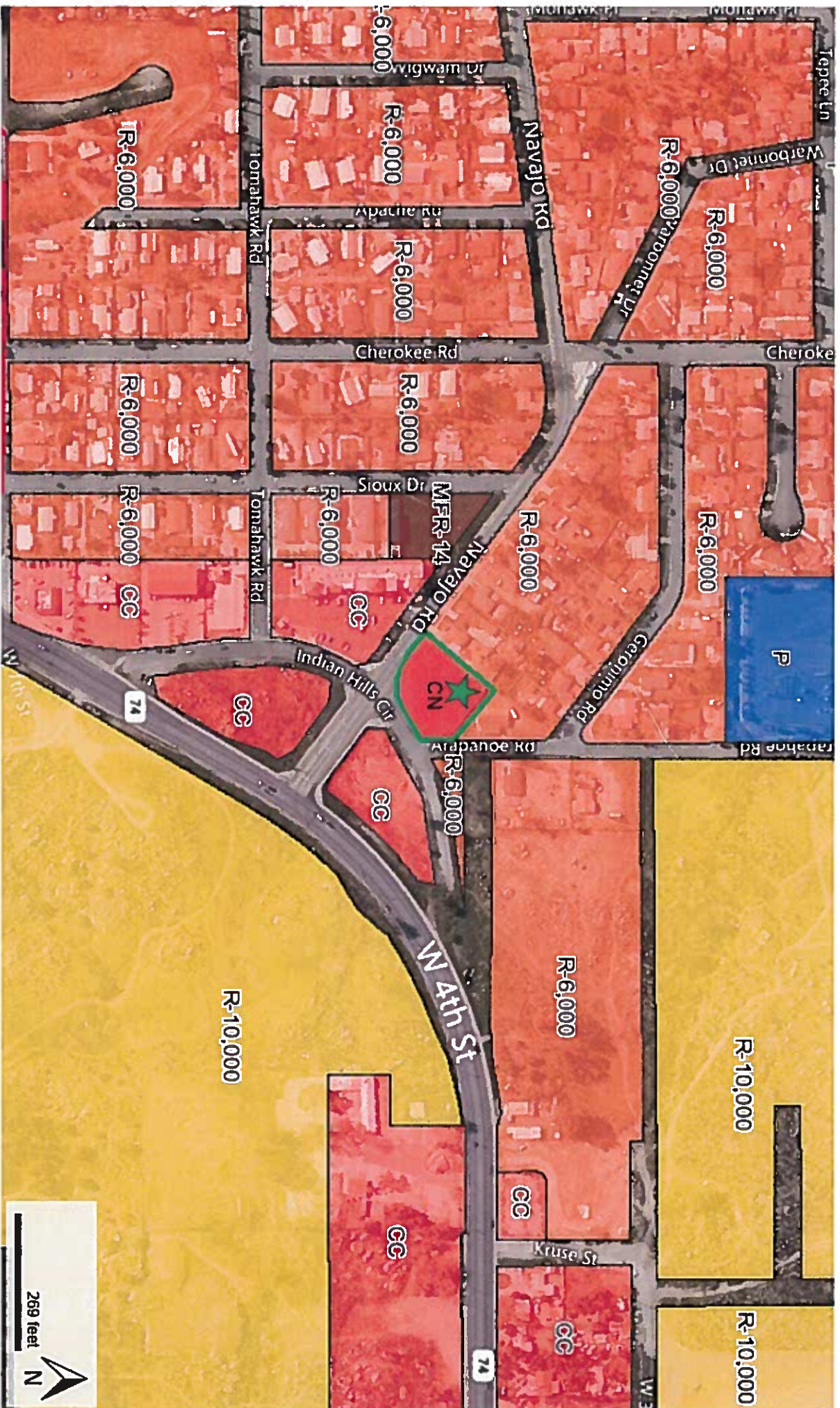


Zone Change 17-05002



Existing Zoning Designation
R-6,000 Single Family Residential

Exhibit C



Zone Change 17-05002



New Zoning Designation
CN (Commercial Neighborhood)

RESOLUTION NUMBER 17-12

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECOMMENDING THE CITY COUNCIL APPROVE ZONE CHANGE 17-05002, A CITY INITIATED ZONE CHANGE TO RE-ZONE A .7 ACRE PARCEL, WITH AN EXISTING 9,700 SF COMMERCIAL BUILDING, FROM R-6000 (SINGLE FAMILY RESIDENTIAL) TO CN (COMMERCIAL NEIGHBORHOOD), TO PROVIDE CONSISTENCY WITH THE GENERAL PLAN AND MAKE FINDINGS IN SUPPORT THEREOF.

WHEREAS, On April 26, 2005 the City Council approved a comprehensive update of the City of Perris General Plan, amending Planning Area 7 (PA 7-1) which included the subject property at 802 Navajo Rd; and

WHEREAS, the land use designation for the subject property was changed from R7 to NC (Neighborhood Commercial under the 2005 General Plan Update; and

WHEREAS, Policy IV.A of the General Plan land use element aims to achieve consistency among all planning documents; and

WHEREAS, Zone Change 17-05002 includes changes to re-zone the subject property at 802 Navajo Rd, to CN (Commercial Neighborhood) in order to provide consistency with the property's current General Plan land use designation of NC (Neighborhood Commercial); and

WHEREAS, on May 17, 2017, the Planning Commission conducted a regularly scheduled and legally noticed public hearing for Zone Change 17-05002, and recommended approval of the project after considering public testimony and accompanying documents; and

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

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

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

Section 2. The Planning Commission hereby determines that the project is Categorically Exempt from the California Environmental Quality Act (CEQA) guidelines pursuant to Article 19 Section 15332 of CEQA for In-Fill Development Projects. Accordingly, the Planning Commission hereby recommends that the City Council adopt a Categorical Exemption in accordance with the provisions of the California Environmental Quality Act.

Section 3. Based on the information contained in the supporting exhibits, this Commission finds, regarding the proposed Zone Change as it pertains to re-zone 802 Navajo Rd to CN, as follows:

Zone Change 17-05002

- A. The proposed zoning is consistent with the General Plan land use map and applicable General Plan objectives, policies, and programs.
- B. The proposed zoning is compatible with or provides adequate buffering of adjoining uses.
- C. The proposed zoning is a logical extension of the existing zoning pattern.

Section 4. The Planning Commission hereby recommends that the City Council approve Zone Change 17-05002 to re-zone 802 Navajo Rd to CN (Commercial Neighborhood), to provide consistency with the General Plan, based on the findings presented herein.

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

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

ADOPTED, SIGNED, and APPROVED this 17th day of May 2017.

CHAIRPERSON, PLANNING COMMISSION

Attest:

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 Number 17-12 was duly adopted by the Planning Commission of the City of Perris at a regular meeting thereof held on the 3rd day of February 2016, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Designee Secretary of the Planning Commission

CITY OF PERRIS

MINUTES:

Date of Meeting: May 17, 2017

06:00 PM

Place of Meeting: City Council Chambers

1. CALL TO ORDER: The meeting was called to order at 6:00 p.m.
2. ROLL CALL: Commissioners: Arras, McCarron, Hammond, Weir, Vice Chair Shively, Chair Balderrama

Commission Members Present: Commissioner McCarron, Commissioner Arras, Vice Chair Shively, Chair Balderrama, Commissioner Hammond, and Commissioner Weir.

Staff Members Present: Contract Planner Phung, Associate Planner Perez, Assistant Planner Muhu, Senior Engineer Brophy, Assistant City Attorney Khuu.

3. INVOCATION:
4. PLEDGE OF ALLEGIANCE: Commissioner Arras
5. PRESENTATION:
6. CONSENT CALENDAR:
 - A. Planning Commission Minutes for April 19, 2017

The Chair called for a motion.

M/S/C: Moved by Commissioner Weir, seconded by Commissioner Arras to Approve Planning Commission Minutes for April 19, 2017

AYES: Commissioner McCarron, Commissioner Arras, Vice Chair Shively, Chair Balderrama, Commissioner Hammond, Commissioner Weir.

NOES:

ABSENT:

ABSTAIN:

7. PUBLIC HEARING:
 - A. Zone Change 17-05002 – Proposal to re-zone a .7 acre parcel with an existing 9,700 sq.ft. commercial building, from R-6,000 – Single Family Residential to CN – Commercial Neighborhood, in order to provide consistency with the current General Plan land use designation of NC – Neighborhood Commercial. The subject parcel is

located between Navajo Rd and Apache Rd. north of Indian Hills Circle, at 802 Navajo Rd. Applicant: City of Perris.

Assistant Planner Muhu presented the item. He concluded recommending the Planning Commission Adopt Resolution No. 17-12 recommending to the City Council approval of Zone Change 17-05002, based on the findings contained in the Resolution and attached exhibits.

The Chair called for a motion.

M/S/C: Moved by Commissioner Weir, seconded by Commissioner Hammond to Adopt Resolution No. 17-12 recommending to the City Council approval of Zone Change 17-05002, based on the findings contained in the Resolution and attached exhibits.

AYES: Commissioner McCarron, Commissioner Arras, Vice Chair Shively, Chair Balderrama, Commissioner Hammond, Commissioner Weir.

NOES:

ABSENT:

ABSTAIN:

- B. Conditional Use Permit 17-05066 & Letter of Public Convenience or Necessity – Request for a Conditional Use Permit and determination of “Public Convenience or Necessity” for the sale of alcoholic beverages for off-site consumption (Type 21 Off-Sale General) at a recently entitled gas station/convenience store located at the southwest corner of Ethanac Road and Trumble Road. Applicant: Marwan Alabassi, MAMCO Inc.

Vice Chair, Shively, announced he would recuse himself prior to staff presentation.

Contract Planner Phung presented the item. He concluded recommending the Planning Commission Adopt Resolution No. 17-11 to approve Conditional Use Permit/Public Convenience or Necessity 17-05066 for the sale of alcoholic beverages for off-site consumption at a recently entitled gas station/convenience store located at the southwest corner of Ethanac Road and Trumble Road, based on the findings and subject to the Conditions of Approval.

Applicant, Mike Naggar, gave a brief presentation about the project.

The Chair called for a motion.

M/S/C: Moved by Commissioner Weir, seconded by Commissioner McCarron to Adopt Resolution No. 17-11 to approve Conditional Use Permit/Public Convenience or Necessity 17-05066 for the sale of alcoholic beverages for off-site consumption at a recently entitled gas station/convenience store located at the southwest corner of Ethanac Road and Trumble Road, based on the findings and subject to the Conditions of Approval.

AYES: Commissioner McCarron, Commissioner Arras, Chair Balderrama, Commissioner Hammond, Commissioner Weir.

NOES:

ABSENT:

ABSTAIN: Vice Chair Shively.

- C. 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.

Commissioner McCarron stated having ex-parte communications with the developer and the Perris Union High School District.

Commissioner Hammond, announced he would recuse himself prior to staff presentation.

Associate Planner Perez, presented the item. He concluded recommending the Planning Commission Adopt 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.

Applicant, Mike Naggar, gave a brief presentation about the project and responded to the Commission's questions. He also expressed concern for the installation of the bulb-outs and stated that the developer would continue to work with the school district.

Commissioner McCarron, asked staff as to why a condition has been placed for on-site improvements.

Director of Development Services, Miramontes, stated that due to the widening of "A" street, this effects the parking lot for the CMI site, therefore triggering improvements on-site to alleviate traffic.

Facilities Consultant, Fred Good and Director of Facilities Hector Gonzalez, of the Perris Union High School District, gave a brief presentation regarding the effects of widening "A" street onto the CMI parking and drop-off lot.

Commissioner McCarron, stated condition 39.n. should be added, requiring the developer to install shade structures on all playground equipment.

The Chair called for a motion.

M/S/C: Moved by Commissioner McCarron, seconded by Vice Chair Shively to Adopt 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 and, Condition 39N be added, to require the developer to install shade structures on all playground equipment.

AYES: Commissioner McCarron, Commissioner Arras, Vice Chair Shively, Chair Balderrama, Commissioner Weir.

NOES:

ABSENT:

ABSTAIN: Commissioner Hammond.

8. BUSINESS/WORKSHOP:

9. PUBLIC COMMENTS: Anyone who wishes to address the Planning Commission regarding items not on the agenda may do so at this time. Please walk up to the podium and wait for the Chairperson to recognize you. Please speak clearly, give your name, spell your last name, and address for accurate recording in the minutes. Each speaker will be given three (3) minutes to address the Planning Commission.

10. COMMISSION MEMBERS ANNOUNCEMENTS OR REPORTS:

Commissioner Weir commented that the American Legion will be conducting a Memorial Day service for Veterans on May 29, 2017, at 9:00 a.m., located at the Perris Cemetery.

11. DIRECTOR OF DEVELOPMENT SERVICES REPORTS AND/OR INFORMATION:

Director of Development Services, Miramontes, stated that the next Planning Commission meeting will be held on June 7, 2017 and, a new Planning Commissioner will be appointed at the next City Council meeting and, gave an update on the Faith Circle single family homes project.

Chair Balderrama, requested that the Faith Circle Single Family Project be brought back to the Planning Commission Meeting in October.

Commissioner Hammond, requested staff to provide an update on street improvements for a previously approved project located on Delines Drive.

12. ADJOURNMENT

The Chair called for a motion.

M/S/C: Moved by Commissioner McCarron, seconded by 0 to Adjourn the Planning Commission Meeting at 6:39 p.m.

AYES: Commissioner McCarron, Commissioner Arras, Vice Chair Shively, Chair Balderrama, Commissioner Hammond, Commissioner Weir.

NOES:

ABSENT:


ABSTAIN:

**CITY COUNCIL
AGENDA SUBMITTAL**

Meeting Date: June 13, 2017

SUBJECT: City Budget Adoption

REQUESTED ACTION: Approve the 2017-18-19 Budget for all City funds

CONTACT: Jennifer Erwin, Assistant Director of Finance 

BACKGROUND/DISCUSSION:

The purpose of this report is to provide the City Council with the opportunity to consider and adopt the budget covering the 2017/18 and 2018/19 fiscal years for all funds. Adoption of the budget enables the City Council to clearly state its priorities and policy directives for the next two years. This budget was created with the intent of preserving and enhancing the programs and services critical to Perris. Staff is requesting the budget be considered for approval.

BUDGET (or FISCAL) IMPACT:

Adoption of the City's budget determines spending levels for all programs, projects, and services over the next two fiscal years. The budget can be amended by City Council action during this period.

Reviewed by:

Interim Assistant City Manager 

Attachment:

City of Perris Fiscal Years 2017-2018 and 2018-2019 Budget Document
(to be provided under separate cover)

Business Item

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: June 13, 2017

SUBJECT: Discussion of Proposed 2017 Update to the Parks and Recreational Facilities Development Impact Fees

REQUESTED ACTION: That the City Council discuss the proposed 2017 Update to the Parks and Recreational Facilities Development Impact Fee schedule and set a Public Hearing on the proposed fees for July 11, 2017.

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

BACKGROUND:

In 2006, Taussig and Associates prepared a Development Impact Fee (DIF) study for the City of Perris which included park fees for residential development only. The fee study conducted at that time examined the appropriate fee justification methodology and fee levels for residential development to support specific types of City selected parks and recreational facilities to serve new growth. In 2006, non-residential developments e.g., industrial and commercial (retail), were not included in the DIF study. Since that time, non-residential development has significantly increased, none of which adequately offset the impacts to the City's recreation system as a result of their projects. On February 14, 2017, the City Council approved an agreement with David Taussig and Associates to prepare an updated Parks and Recreational Facility DIF Study for the City. The purpose of the updated fee study would expand on the 2006 version by including new cost estimates for an expanded park and recreational facility systems.

DISCUSSION:

The City's existing park development impact fee program applies only to new residential development. The table below shows the current Parks DIF fees.

DEVELOPMENT IMPACT FEE SUMMARY: EXISTING FEES

| RESIDENTIAL DEVELOPMENT (PER UNIT) | | NON-RESIDENTIAL DEVELOPMENT (PER SQUARE FOOT) | |
|---------------------------------------|-------------------|--|---------------|
| SINGLE FAMILY | MULTI- FAMILY | INDUSTRIAL | COMMERCIAL* |
| \$7,500.00 | \$6,793.00 | \$0.00 | \$0.00 |

By contrast, through an updated fee schedule, all new residential and non-residential development would be required to pay its "fair share" of the cost of new park infrastructure. Taussig and Associates completed a final draft of a Development Impact Fee study which is attached with this report, the **proposed** fees based on the results of the DIF study are listed below:

DEVELOPMENT IMPACT FEE SUMMARY: PROPOSED FEES

| RESIDENTIAL DEVELOPMENT (PER UNIT) | | NON-RESIDENTIAL DEVELOPMENT (PER SQUARE FOOT) | |
|---------------------------------------|-------------------|--|---------------|
| SINGLE FAMILY | MULTI- FAMILY | INDUSTRIAL | COMMERCIAL* |
| \$7,878.58 | \$6,964.59 | \$0.94 | \$0.91 |

**Commercial includes retail, office, and other non-residential uses*

The City Council has the flexibility to determine the land uses on which the fee is to be imposed and the land uses, if any, which will be exempt from the fee. For example, the study includes analysis of all non-residential development that could pay for parks and open space which would include commercial businesses like supermarkets, restaurants and insurance offices. The report shows that new commercial businesses should only be required to bear 3% of the cost of development of new parks. Given the low percentage the City Council may decide not to charge the proposed \$0.91 per square foot DIF fee for commercial development. Similarly, the study recommends that new residential developments should pay a higher DIF fee than they are paying now. The reason for the increase in the residential category is because the industrial developers are sharing in the cost of park improvements based on their pro rata share of the use of park facilities by their employees. In other words, they are only responsible for payment of fees based on the impact their employees will have on the parks and recreation facilities. However, the City Council may choose to phase in increases to the residential DIF incrementally over time to allow developers to adjust to the higher fees.


In preparation for presenting a report to the City Council, City staff and staff from Taussig and Associates met with local Building Industry representatives to discuss the results of the final draft of the DIF study. The trade representatives requested that the City defer increasing the residential DIF since they have yet to fully recover from the housing recession.

RECOMMENDATION

City of Perris Ordinance number 1182 provides that the City's development impact fees are to be established and adjusted by resolution of the City Council; and Section 66016 of the California Government Code requires that prior to levying a new fee or service charge, or prior to approving an increase in an existing fee or service charge, a local agency shall hold at least one open and public meeting. It is recommended that the City Council set a public hearing for July 11, 2017, to consider the adoption of a resolution adjusting the parks development impact fees applicable to new development. At the public hearing, staff will recommend that the City Council implement the new DIF for industrial development only; and defer an increase to the residential DIF for two years after the implementation of the new fees. The recommendation will also include an automatic residential DIF increase without further action by the City Council after the second year. The DIF study shows that new commercial businesses should only be required to bear 3% of the cost of development of new parks. Given the low percentage staff will recommend that the City Council waive the proposed charge of \$0.91 per square foot DIF fee for commercial (retail) developments. Given that the DIF fees proposed are based on future facility costs using 2017 values, it would be appropriate to include a fee escalator to allow periodic adjustments to the park DIF fees at the City Council's discretion. Staff will recommend an annual fee escalator equal to the change in the ENR Construction Cost Index for Los Angeles for a twelve month period of the prior fiscal year.

BUDGET (or FISCAL) IMPACT: There is no fiscal impact related to the discussion of this

Reviewed by:

Assistant Finance Director 

Attachments: DIF Study prepared by David Taussig and Associates

Business Item: X

**PARK AND RECREATION FACILITIES
DEVELOPMENT IMPACT FEE
JUSTIFICATION STUDY
CITY OF PERRIS**

MAY 1, 2017

Prepared by:

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Public Finance
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EXECUTIVE SUMMARY

In order to adequately plan for new residential and non-residential development and identify the public park and recreation facilities and costs associated with mitigating the direct and cumulative impacts of new development, David Taussig & Associates, Inc. ("DTA") was retained by the City of Perris (the "City") to prepare an AB 1600 Fee Justification Study (the "Park Fee Study"). The Park Fee Study is intended to comply with Section 66000 *et seq.* of the Government Code (the "Act" or "AB 1600") by identifying the public park and recreation standard required of new development ("Future Park Standard") and determining the maximum level of fees that may be imposed to meet the Future Park Standard through the horizon year 2040. Fee amounts have been determined that will finance park and recreation facilities at the standard established by Ordinance Number 953 (in 1993) and stated in the City's Parks and Recreation Master Plan (dated August 30, 2005): i.e., 5.00 acres of improved park and recreation facilities for every 1,000 new residents. The City's existing park impact fee program applies only to new residential development. By contrast, through the updated fee program, all new residential and non-residential development may be required to pay its "fair share" of the cost of the new infrastructure. The City will determine the land uses on which the fee is to be imposed and the land uses, if any, which will be exempt from the fee.

ORGANIZATION OF THE REPORT

This report discusses the findings required under the Mitigation Fee Act and requirements necessary to be satisfied when establishing, increasing, or imposing a fee as a condition of new development, and demonstrates that the proposed fee satisfies the nexus requirements for the Future Park Standard. **Section I** of this report provides an introduction to the Park Fee Study, including background information on development fee financing, and outlines the steps involved in conducting the study. **Section II** sets forth a detailed overview of the legal requirements for implementing and imposing the development impact fee amounts identified in the Park Fee Study. **Section III** presents the demographic assumptions that underpin our analysis, including a discussion of building square footage and employees per building square foot for non-residential land uses, and household sizes (or persons per household) for residential land uses within the City. **Section IV** identifies the Future Park Standard and estimated parkland acquisition and construction costs, i.e., costs per residential dwelling unit and costs per non-residential square foot to cover new development's share of park facilities improvements. The costs associated with the fee program are calculated net of other financing obtained by the City, such as park grants. Lastly, **Section V** includes a description of the methodology used to calculate the fees based on Equivalent Benefit Units ("EBUs"). **Appendices A – F** identify the park and recreation facilities cost data employed in the Park Fee Study.

IMPACT FEE SUMMARY

The existing and recommended Future Park Facilities fee amounts are summarized in **Tables ES-1** and **ES-2**, respectively, below. Fees within this Park Fee Study reflect the maximum justifiable

fee level that may be imposed on new residential and new non-residential development depending upon the residential dwelling unit type, or non-residential land use type and square footage. To compensate for potential changes in construction costs in the future, the fee amounts shall be increased each year based on changes in the Engineering News Record ("ENR") Construction Cost Index for Los Angeles. More specifically, as the development impact fees ("DIFs") proposed in this Park Fee Study are based on Future Facilities costs in 2017 dollars, it is appropriate for the City to apply an annual escalator to these fee levels to account for inflation in acquisition and construction costs. Therefore, beginning on January 1, 2018 and every year thereafter, an escalator equal to the change in the ENR Construction Cost Index for Los Angeles during the twelve months of the prior fiscal year may be added to the maximum DIF levels at the City's discretion.

**TABLE ES-1
DEVELOPMENT IMPACT FEE SUMMARY: EXISTING FEES**

| RESIDENTIAL DEVELOPMENT (PER UNIT) | | NON-RESIDENTIAL DEVELOPMENT (PER SQUARE FOOT) | |
|---------------------------------------|-------------------|--|---------------|
| SINGLE FAMILY | MULTI- FAMILY | INDUSTRIAL | COMMERCIAL* |
| \$7,500.00 | \$6,793.00 | \$0.00 | \$0.00 |

**TABLE ES-2
DEVELOPMENT IMPACT FEE SUMMARY: PROPOSED FEES**

| RESIDENTIAL DEVELOPMENT (PER UNIT) | | NON-RESIDENTIAL DEVELOPMENT (PER SQUARE FOOT) | |
|---------------------------------------|-------------------|--|---------------|
| SINGLE FAMILY | MULTI- FAMILY | INDUSTRIAL | COMMERCIAL* |
| \$7,878.58 | \$6,964.59 | \$0.94 | \$0.91 |

* "Commercial" includes Retail, Office, and "Other" non-residential land uses. ("Other" non-residential land uses include flex space, hospitality, healthcare, and specialty.)

I. INTRODUCTION

All new residential and non-residential development creates a direct impact on park and recreation facilities or contributes to the cumulative impact of new development on park and recreation facilities. In order to adequately plan for new development and identify the public park and recreation facilities and costs associated with mitigating the direct and cumulative impacts of new development, David Taussig & Associates, Inc. ("DTA") was retained by the City of Perris (the "City") to prepare a new AB 1600 Fee Justification Study (the "Park Fee Study"). The need for this Park Fee Study is driven by anticipated residential and non-residential development within the City.

The Park Fee Study is intended to comply with Section 66000 *et seq.* of the Government Code (the "Act" or "AB 1600"), which was enacted by the State of California in 1987, by identifying the additional public park and recreation standard required by new development ("Future Park Standard") and determining the maximum level of fees that may be imposed to meet the Future Park Standard through the horizon year 2040. Fee amounts have been determined that will finance park and recreation facilities at the standard established by Ordinance Number 953 (in 1993) and stated in the City's Parks and Recreation Master Plan (dated August 30, 2005): i.e., 5.00 acres of improved park and recreation facilities for every 1,000 new residents. The Future Park Standard and estimated land acquisition and associated construction costs per residential dwelling unit and per non-residential building square foot are discussed in Section IV of the Park Fee Study. Hereinafter, references to non-residential square footage will specifically reflect building square footage, not the square footage of the parcel on which the non-residential development is located.

Note that the City's existing park impact fee program applies only to new residential development. By contrast, through the updated fee program, all new residential and non-residential development may be required to pay its "fair share" of the cost of the new infrastructure. The City will determine the land uses on which the fee is to be imposed and the land uses, if any, which will be exempt from the fee.

This nexus study utilizes estimates of the City's existing housing and population from the California Department of Finance, Demographic Research Unit, *Report E-5* released on May 1, 2016. Based upon population projections from the Western Riverside Council of Governments ("WRCOG"), new residential development is expected to result in approximately 47,421 new residents within the City over the time period 2017-2040, i.e., a population of 122,722, representing an increase of roughly 63% compared to 2017 estimates (i.e., 75,301 residents) that DTA calculated using 2016 California Department of Finance data. According to reports accessed in March – April 2017 from CoStar, a commercial real estate information company, the City's existing non-residential development is estimated at 23.2 million building square feet, of which approximately 19.5 million building square feet (~84%) is attributed to industrial land uses. Based on data obtained from the City of Perris Planning Department, projected new square footage is 33.2 million by 2040 for all non-residential land uses combined. This figure represents an

approximately 42.9% increase over the City's existing non-residential development. Additionally, DTA's calculations for non-residential impacts utilize employees-per-square-foot data compiled by the U.S. Green Building Council and sourced from the Institute of Transportation Engineers (ITE) and the San Diego Association of Governments (SANDAG). Using these data and non-residential development data provided by the City, DTA projects that the City will add approximately 63,318 employees over the time period 2017-2040 due to new non-residential development, particularly industrial development. The City will need to expand its public park and recreation facilities to accommodate the impacts of its residential and non-residential growth, and the levy of impact fees in conformance with AB 1600 legislation will help finance new park and recreation facilities which are needed to mitigate these impacts.

The following steps were incorporated into the Park Fee Study:

1. **Demographic Assumptions:** Identify future housing growth and future non-residential development that will generate increased demand for park and recreation facilities.
2. **Facility Standard:** Identify the acreage and cost of park and recreation facilities required to meet the Future Park Standard (i.e., 5.00 acres per 1,000 residents) and to serve the increased demand resulting from new residential and non-residential development. Facilities costs are discussed in Section IV.
3. **Cost Allocation:** Allocate these costs per new residential dwelling unit and per new non-residential square foot for each land use type.
4. **Fee Schedule:** Calculate the fee per new residential dwelling unit and the fee per non-residential square foot for each land use type.

II. LEGAL REQUIREMENTS TO JUSTIFY DEVELOPMENT IMPACT FEES

Prior to World War II, development in California was held responsible for very little of the cost of public infrastructure. Public improvements were financed primarily through jurisdictional general funds and utility charges. It was not uncommon during this period for speculators to subdivide tracts of land without providing any public improvements, expecting the closest city to eventually annex a project and provide public improvements and services.

Starting in the late 1940s, however, the use of impact fees grew with the increased planning and regulation of new development. During the 1960s and 1970s, the California Courts broadened the right of local government to impose fees on developers for public improvements that were not located on-site. More recently, as a result of the approval of Proposition 13 in 1978, the limits on general revenues for new infrastructure have resulted in new development being held responsible for a greater share of public improvements, and both the use and levels of impact fees have grown substantially. Higher fee levels were undoubtedly driven in part by a need to offset the decline in funds for infrastructure development from other sources.

The levy of impact fees is one authorized method of financing the public facilities necessary to mitigate the impacts of new development. A fee is "a monetary exaction, other than a tax or special assessment, which is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project..." (California Government Code, Section 66000). A fee may be levied for each type of capital improvement required for new development, with the payment of the fee typically occurring prior to the beginning of construction of a dwelling unit. Fees are often levied at final map recordation, issuance of a certificate of occupancy, or more commonly, at building permit issuance. Assembly Bill ("AB") 2604 (Torrico), however, which was signed into law in August 2008, encourages public agencies to defer the collection of fees until close of escrow to an end user in an attempt to assist California's then troubled building industry.

The authority of local governments to impose impact fees on development is derived from their police power to protect the health and welfare of citizens under the California Constitution (Article 11, Section 7). Furthermore, the California Mitigation Fee Act provides a prescriptive guide to establishing and administering impact fees based on "constitutional and decisional law." Development impact fees ("DIFs") were enacted under Assembly Bill 1600 by the California Legislature in 1987 and codified under California Government Code §66000 *et seq.*, also referred to as the Mitigation Fee Act (the "Act" or "AB 1600").

AB 1600 defines local governments to include cities, counties, school districts, special districts, authorities, agencies, and other municipal corporations. Fees governed by the Act include development fees of general applicability, and fees negotiated for individual projects. The Act does not apply to user-fees for processing development applications or permits, fees governed by other statutes (e.g., the Quimby Act), developer agreements, or penalties, or fees specifically

excluded by the Act (e.g., fees collected pursuant to agreements with redevelopment agencies or various reimbursement agreements).

Public facilities that can be funded with impact fees are defined by the Act as "public improvements, public services, and community amenities." Government Code, §65913.8 precludes the use of DIFs to fund maintenance or services, with limited exceptions for very small improvements and certain temporary measures needed by certain special districts. In combination, these provisions effectively restrict the use of most impact fees to public capital improvements.

For general information, please see:

- ❖ "Exactions and Impact Fees in California: A Comprehensive Guide to Policy, Practice, and the Law," edited by William Abbott, et al., Solano Press Books, 2012 Third Edition.

The City has identified the need to levy development impact fees to pay for public park and recreation facilities. The development impact fees presented in this study will finance public park and recreation facilities for new development at the level established by the City in Ordinance Number 953. Upon the adoption of the Park Fee Study and required legal documents by the City Council, all new residential and non-residential development may be required to pay its "fair share" of the cost of public park and recreation facilities through these development impact fees.

In 2006, Government Code Section 66001 was amended to clarify that a development impact fee cannot include costs attributable to existing deficiencies, but can fund costs used to maintain the existing level of service or meet an adopted level of service that is consistent with the general plan. This Park Fee Study for the City is intended to meet the nexus or benefit requirements of AB 1600, which mandates that there is a nexus between fees imposed, the use of the fees, and the development projects on which the fees are imposed.

Section 66000 *et seq.* of the Government Code requires that all public agencies satisfy the following requirements when establishing, increasing or imposing a fee as a condition of new development:

1. Identify the purpose of the fee. (Government Code Section 66001(a)(1))
2. Identify the use to which the fee will be put. (Government Code Section 66001(a)(2))
3. Determine that there is a reasonable relationship between the fee's use and the type of development on which the fee is to be imposed. (Government Code Section 66001(a)(3))
4. Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is to be imposed. (Government Code Section 66001(a)(4))

5. Discuss how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

Identifying these items will enable a development impact fee to meet the nexus and rough proportionality requirements established by previous court cases. This section presents each of these items as they relate to the imposition within the City of the proposed development impact fees for public park and recreation facilities. Current state financing and fee assessment requirements only allow new development to pay for its fair share of new facilities' costs. Any current deficiencies resulting from the needs of existing development must be funded through other sources. Therefore, a key element to establishing legally defensible development impact fees is to determine what share of the benefit or cost of the new facilities can be equitably assigned to existing development, even if the facilities have not yet been constructed. By removing this factor, the true impact of new development can be assessed and equitable development impact fees assigned.

A. IDENTIFY THE PURPOSE OF THE FEE (GOVERNMENT CODE SECTION 66001(A)(1))

Based upon population and housing data for 2010 (base year) and 2035 (projected) published by the Western Riverside Council of Governments ("WRCOG"), DTA has calculated that new residential development is expected to result in approximately 47,421 new residents within the City over the period 2017-2040. Additionally, as explained in Section I, it is estimated that the City will add approximately 63,318 employees as a result of new non-residential development; roughly 84% of these new workers are attributed to new industrial development. These future residents and employees will create an additional demand for public park and recreation facilities that existing facilities alone cannot fulfill. In order to accommodate new development in an orderly manner, without adversely affecting the current quality of life in the City, additional public park and recreation facilities will need to be constructed.

The projected direct and cumulative effect of future development, both residential and non-residential, has required the preparation of this Park Fee Study. Each new residential dwelling unit and each new square foot of non-residential development will contribute to the need for new public park and recreation facilities, and as such, the proposed impact fee may be charged to all future development, irrespective of location, in the City. The development impact fees, when collected, will be placed into a dedicated fund that will be used solely for the design, acquisition, installation, and construction of public park and recreation facilities and other appropriate costs to mitigate the direct and cumulative impacts of new residential and non-residential development in the City.

The discussion in this subsection of the Park Fee Study sets forth the purpose of the development impact fee as required by Section 66001(a)(1) of the California Government Code.

B. IDENTIFY THE USE TO WHICH THE FEE IS TO BE PUT (GOVERNMENT CODE SECTION 66001(A)(2))

The development impact fee will be used specifically for the design, acquisition, installation, and construction of the types of public park and recreation facilities discussed in Section IV of the Park Fee Study. Section IV addresses the costs related to park and recreation improvements that are necessary to mitigate the direct and cumulative impacts of new development in the City. By directly funding these costs, the park development impact fees will enhance the quality of life for future City residents and employees, as well as protect their health, safety, and welfare.

The discussion presented in this subsection of the Park Fee Study identifies the use to which the development impact fee is to be put as required by Section 66001(a)(2) of the California Government Code.

C. DETERMINE THAT THERE IS A REASONABLE RELATIONSHIP BETWEEN THE FEE'S USE AND THE TYPE OF DEVELOPMENT PROJECT UPON WHICH THE FEE IS IMPOSED (BENEFIT RELATIONSHIP) (GOVERNMENT CODE SECTION 66001(A)(3))

As discussed in Section II.A above, the projected direct and cumulative effects of future residential and non-residential development have prompted the preparation of this Park Fee Study. Each residential dwelling unit and each square foot of non-residential development will contribute to the need for new public park and recreation facilities. Even future "in fill" development projects, which may be adjacent to existing park and recreation facilities, contribute to impacts on such facilities because they are an interactive component of a much greater universe of development located throughout the City. Consequently, all new development within the City, irrespective of location, contributes to the direct and cumulative impacts of development on public park and recreation facilities and creates the need for new facilities to accommodate growth.

As set forth in Section V of the Park Fee Study, the fees will be expended for the design, acquisition, installation, and construction of new public park and recreation facilities to meet the Future Park Standard, as that is the purpose for which the DIF is collected. As previously stated, all new residential and non-residential development creates a direct impact on park and recreation facilities or contributes to the cumulative impact of new development on park and recreation facilities.

For the foregoing reasons, there is a reasonable relationship between the design, acquisition, construction, and installation of the public park and recreation facilities and new residential and non-residential development as required under Section 66001(a)(3) of the Mitigation Fee Act.

D. DETERMINE HOW THERE IS A REASONABLE RELATIONSHIP BETWEEN THE NEED FOR THE PUBLIC FACILITY AND THE TYPE OF DEVELOPMENT PROJECT UPON WHICH THE FEE IS IMPOSED (IMPACT RELATIONSHIP) (GOVERNMENT CODE SECTION 66001(A)(4))

As set forth in Section II.A above, all new residential and non-residential development contributes to the direct and cumulative impacts on public park and recreation facilities or creates the need for new facilities to accommodate growth. Also, as previously stated, all new development within the City, irrespective of location, contributes to the direct and cumulative impacts of development on public park and recreation facilities or creates the need for new facilities to accommodate growth. Moreover, the public park and recreation facilities identified in Section IV of this report are specifically a function of the number of projected future residents and employees within the City and do not reflect any unmet needs of existing development.

For the reasons presented herein and in Section V, there is a reasonable relationship between the need for the public park and recreation facilities and all new development within the City as required under Section 66001(a)(4) of the Mitigation Fee Act.

E. THE RELATIONSHIP BETWEEN THE AMOUNT OF THE FEE AND THE COST OF THE PUBLIC FACILITIES ATTRIBUTABLE TO THE DEVELOPMENT UPON WHICH THE FEE IS IMPOSED ("ROUGH PROPORTIONALITY" RELATIONSHIP) (GOVERNMENT CODE 66001(A))

As set forth above, all new development in the City impacts public park and recreation facilities. Moreover, each development project and its related increase in population of residents and/or employees will adversely affect existing park and recreation facilities. Thus, the imposition of the updated development impact fee to finance new public park and recreation facilities is an efficient, practical, and equitable method of permitting residential and non-residential development to proceed in a responsible manner.

All new development impacts the need for public park and recreation facilities directly and/or cumulatively. Even new development located adjacent to existing facilities will have access to and benefit from new public park and recreation facilities. Again, the design, acquisition, construction, and installation of the public parks and recreation facilities discussed in Section IV are specifically a function of projected new residents and employees within the City and do not reflect any unmet needs of existing development.

As set forth in Section V below, the proposed development impact fee amounts are roughly proportional to the impacts resulting from new residential and non-residential development. Thus, there is a reasonable relationship between the amount of the development impact fee and the cost of the public park and recreation facilities.

F. AB 1600 NEXUS TEST AND APPORTIONMENT OF FACILITIES COSTS

Section 66000 *et seq.* of the Government Code requires that a reasonable relationship exist between the need for public facilities and the type of development on which a development impact fee is imposed. The need for public park and recreation facilities is related to the level of service established by Ordinance Number 953: i.e., 5.00 acres per 1,000 residents. This ratio is the Future Park Standard, which varies in proportion to the persons per household ("PPH") generated by a particular residential land use or the employees per square foot ("EPSF") associated with a particular non-residential land use. These metrics, PPH and EPSF, indicate the additional residents and employees that result from each dwelling unit or square foot of new development, respectively. Thus, the PPH and EPSF metrics reflect increased demand for park facilities within the City.

DTA has established fees for four (4) land use categories (listed in Table II-1 below) to acknowledge the differences in PPH / EPSF impacts among various land uses. The City will develop a table of general plan land use designations that link to the land use classifications used in this study for clarification and consistency with City zoning. This table will be made a part of the ordinance or resolution that will be adopted for the purpose of implementing this development impact fee program.

**TABLE II-1
LAND USE CLASSIFICATION FOR THE PARK FEE STUDY**

| LAND USE CATEGORIES |
|---|
| Single Family Residential ("Single Family") |
| Multi-family Residential ("Multi-family") |
| Industrial |
| Commercial ¹ |

The costs associated with the public park and recreation facilities needed to serve new residential and non-residential development are identified in Section IV. Additionally, Section V presents the nexus test and the analysis undertaken to apportion public park and recreation facilities costs to each land use classification. The public park and recreation facilities costs per "Equivalent Benefit Unit" (see Section V) drive the development impact fee amount for each land use classification and establish that there is a reasonable relationship between the need for public park and recreation facilities and the land use type characterizing the development on which an impact fee is being imposed.

¹ "Commercial" includes Retail, Office, and "Other" non-residential land uses. ("Other" non-residential land uses include flex space, hospitality, healthcare, and specialty.)

III. DEMOGRAPHICS

In order to determine the public park and recreation facilities needed to serve new development as well as establish fee amounts to fund such facilities, DTA utilized data obtained from the U.S. Census Bureau, the California Department of Finance *Report E-5*, the Western Riverside Council of Governments (WRCOG) "Western Riverside County Growth Forecasts 2010-2035", CoStar reports, and the City of Perris Planning Department. Using estimates of the City's existing population and housing, as well as projections through 2035, DTA extrapolated from these data to arrive at projections of total residential development for the target year of 2040. DTA then subtracted existing development data from the 2040 projections to obtain estimates of new development from the present through 2040. Estimates of existing non-residential development by land use (i.e., Industrial, Retail, Office, and Other) and PPH for Multi-family residential units were obtained via CoStar. Future non-residential development data contained in Staff Review Committee (SRC) Agendas from 2016 and 2017 were provided to DTA by the City of Perris Planning Department. DTA extrapolated from these data to arrive at projections of new non-residential development square footage from 2017 through the target year of 2040.

A detailed overview of the residential and non-residential demographics utilized in this study is provided below.

A. RESIDENTIAL DEVELOPMENT

To achieve population and housing projections for the City of Perris for the target year 2040, DTA extrapolated from population and housing data obtained from WRCOG for 2010 (base year) and 2035. Based on the WRCOG data, DTA assumes that population will continue to grow at a rate of approximately 1,825 persons per year, and that housing units will continue to grow at a rate of approximately 581 units per year. Table III-1 below presents the population and housing estimates for years 2010, 2016, 2035, and 2040. Note that 2016 estimates from the California Department of Finance *Report E-5* are also included in the table for reference. 2016 housing estimates by type of dwelling unit are provided in Table III-2 on the following page.

TABLE III-1
POPULATION AND HOUSING DATA, CITY OF PERRIS

| YEAR | POPULATION | HOUSEHOLDS | DATA SOURCE |
|------|------------|------------|---------------------|
| 2010 | 68,386 | 16,365 | WRCOG |
| 2016 | 73,722 | 18,754 | CA DEPT. OF FINANCE |
| 2017 | 75,547 | 19,335 | DTA (CALCULATED) |
| 2035 | 114,000 | 30,900 | WRCOG |
| 2040 | 123,123 | 33,807 | DTA (CALCULATED) |

TABLE III-2
EXISTING HOUSING UNITS, CITY OF PERRIS
CALIFORNIA DEPARTMENT OF FINANCE, REPORT E-5 CITY/COUNTY HOUSING ESTIMATES, 1/1/2016

| HOUSING UNITS | | | | | | | VACANCY RATE | PERSONS PER HOUSEHOLD ("PPH") |
|---------------|-----------------|-----------------|-------------|-----------|--------------|----------|--------------|-------------------------------|
| TOTAL | SINGLE DETACHED | SINGLE ATTACHED | TWO TO FOUR | FIVE PLUS | MOBILE HOMES | OCCUPIED | | |
| 18,754 | 14,332 | 391 | 631 | 1,725 | 1,675 | 17,037 | 9.2% | 4.31 |

In this Park Fee Study, all Single Family Detached and Single Family Attached units are classified as "Single Family" units. The categories Two to Four units and Five Plus units, and Mobile Homes are classified as "Multi-family" units. Grouping the *Report E-5* data accordingly results in the numbers for Single Family and Multi-family units shown in **Table III-3** below. To bring the *Report E-5* data current to 2017, DTA utilized the annual rate of housing and population growth from the WRCOG projections to obtain the housing estimates presented in **Table III-4** below. Note that the PPH provided in *Report E-5*, 4.31, was obtained by dividing the household population (i.e., number of residents) of 73,482 persons by the number of occupied units, i.e., 17,037. DTA calculations based on a CoStar report (dated April 25, 2017), which includes data on all existing Multi-family units in the City, yielded a PPH of approximately 3.81.² Therefore, this Park Fee Study assumes a PPH of 4.31 for Single Family units and 3.81 for Multi-family units. Because it is difficult to project PPH, this study also assumes that PPH remains constant for each residential land use type over the time period 2017-2040. Overall PPH is also relatively stable, remaining within the range of 4.20-4.31. Using a constant PPH for future Single Family and Multi-family development is a conservative assumption because demographic trends (i.e., the increase in the City's Hispanic or Latino population) suggest that PPH will likely increase in the future.³

² DTA assumes two (2) persons per bedroom in calculating PPH for Multi-family units, based on the number of bedrooms listed by CoStar for each existing unit.

³ Cf. *Analysis of Impediments to Fair Housing Choice*, City of Perris, May 2014: "The significant increase in Perris' Hispanic population likely contributed to the increase in average household size citywide. These trends may indicate a potential increase in demand for larger housing units as the Hispanic population continues to grow."

**TABLE III-3
EXISTING HOUSEHOLD ESTIMATES (2016)**

| EXISTING (2016) | | | | | |
|--------------------------------|---------------|-----------------------|-----------------------|----------------|-------------------|
| RESIDENTIAL DWELLING UNIT TYPE | HOUSEHOLDS | % OF TOTAL HOUSEHOLDS | RESIDENTS (ESTIMATED) | OCCUPIED UNITS | PPH |
| Single Family | 14,723 | 78.51% | 57,688 | 13,375 | 4.31 |
| Multi-family | 4,031 | 21.49% | 15,794 | 3,662 | 4.31 ⁴ |
| Total/Average | 18,754 | 100.00% | 73,482 | 17,037 | 4.31 |

**TABLE III-4
EXISTING HOUSEHOLD ESTIMATES (2017)**

| EXISTING (2017) | | | | | |
|--------------------------------|---------------|-----------------------|-----------------------|----------------|-------------|
| RESIDENTIAL DWELLING UNIT TYPE | HOUSEHOLDS | % OF TOTAL HOUSEHOLDS | RESIDENTS (ESTIMATED) | OCCUPIED UNITS | PPH |
| Single Family | 15,179 | 78.51% | 59,746 | 13,790 | 4.31 |
| Multi-family | 4,156 | 21.49% | 15,825 | 4,149 | 3.81 |
| Total/Average | 19,335 | 100.00% | 75,301 | 17,938 | 4.20 |

As shown in Table III-1, above, DTA extrapolated from WRCOG housing estimates to arrive at a projection of 33,807 households in 2040. Table III-5, below, presents total housing unit projections in 2040 for Single Family and Multi-family residential land uses. Using Report E-5 data (see Table III-3), DTA retained the existing percentage breakdown between Single Family and Multi-family (roughly 80% to 20% of total housing, respectively) and kept the PPH at 4.31 and 3.81 for Single Family and Multi-family, respectively, in calculating housing projections through 2040. DTA also assumed that the ratio of household residents to the total population remains constant at $73,482/73,722 = 99.7\%$, with the remainder of the population located in group housing or similar facilities. Additionally, DTA assumed that the vacancy rate provided in Report E-5 remains constant at approximately 9.2% for Single Family units.

⁴ Report E-5 assumes that PPH is the same for Single Family units and Multi-family units, i.e., 4.31.

**TABLE III-5
TOTAL FUTURE HOUSEHOLD ESTIMATES (2040)**

| PROJECTED (2040) | | | | | |
|--------------------------------|---------------|-----------------------|-----------------------|----------------|-------------|
| RESIDENTIAL DWELLING UNIT TYPE | HOUSEHOLDS | % OF TOTAL HOUSEHOLDS | RESIDENTS (ESTIMATED) | OCCUPIED UNITS | PPH |
| Single Family | 26,540 | 78.51% | 103,991 | 24,111 | 4.31 |
| Multi-family | 7,267 | 21.49% | 18,731 | 4,911 | 3.81 |
| Total/Average | 33,807 | 100.00% | 122,722 | 29,021 | 4.23 |

Lastly, Table III-6 summarizes projected new residential development from 2017 to 2040, since only new development will be subject to the proposed park development impact fee. The projected expansion in the number of housing units by nearly 75% and the corresponding increase in residents by nearly 63% demonstrate that the City is expected to undergo dramatic residential growth in the coming decades.

**TABLE III-6
PROJECTED NEW RESIDENTIAL DEVELOPMENT (2017 – 2040)**

| RESIDENTIAL DWELLING UNIT TYPE | HOUSEHOLDS | % INCREASE IN HOUSEHOLDS | RESIDENTS (ESTIMATED) | % INCREASE IN RESIDENTS |
|--------------------------------|---------------|--------------------------|-----------------------|-------------------------|
| Single Family | 11,361 | 74.85% | 44,515 | 74.85% |
| Multi-family | 3,111 | 74.85% | 2,906 | 18.37% |
| Total Growth | 14,472 | 74.85% | 47,421 | 62.98% |

B. NON-RESIDENTIAL DEVELOPMENT

In contrast to residential development, which is measured in terms of dwelling units, non-residential development is typically measured in square footage. Estimates of the City's existing non-residential development by land use type are shown below in Table III-7; these data are sourced from CoStar reports accessed in March – April 2017. The City of Perris Planning Department provided 10-year projections of new industrial development for the time period 2017-2027. In addition, DTA projected new development square footage for commercial uses, office space, and "other" non-residential land uses for the time period 2017-2040 based on development data provided by the City. Specifically, the City Planning Department provided copies of 2016-2017 agendas from Staff Review Committee (SRC) meetings, which list proposed projects under review by city staff, as a source for new non-residential development square

footage. DTA reconciled the City’s 10-year new development projections for industrial land uses with the industrial data provided in the SRC agendas, and determined that the 2016-2017 SRC data project new development over a period of approximately five (5) years. Consequently, DTA used the new development data for the five-year time span to arrive at projections for the remaining land uses (i.e., commercial, office, and other non-residential) through the horizon year 2040. It is anticipated that the City will add about 33.2 million square feet of new non-residential development from 2017 through 2040, representing an approximately 42.86% increase over the City’s existing non-residential development. Roughly 84% of future non-residential development will be due to industrial land uses.

Projections of future non-residential development by land use category for the time period 2017-2040 are included in Table III-8. Note that non-residential development is expressed in *thousand* square feet in the following tables.

**TABLE III-7
EXISTING NON-RESIDENTIAL DEVELOPMENT ESTIMATES (2017)
IN THOUSAND SQUARE FEET**

| EXISTING (2017) – CoSTAR DATA | | |
|-------------------------------------|-------------------------|---------------------------|
| NON-RESIDENTIAL LAND USE TYPE | THOUSAND SQUARE FEET | % OF TOTAL DEVELOPMENT |
| Industrial | 19,493 | 83.96% |
| Commercial ⁵ | 3,724 | 16.04% |
| Total* | 23,217 | 100.00% |
| *Total may not sum due to rounding. | | |

⁵ “Commercial” includes Retail, Office, and “Other” non-residential land uses. (“Other” non-residential land uses include flex space, hospitality, healthcare, and specialty.)

**TABLE III-8
PROJECTED NEW NON-RESIDENTIAL DEVELOPMENT (2017 – 2040)**

| PROJECTED (2017 - 2040) | | |
|--|---------------------------------|---|
| NON-RESIDENTIAL LAND USE TYPE | THOUSAND SQUARE FEET | % OF TOTAL NEW DEVELOPMENT |
| Industrial | 27,874 | 84.04% |
| Commercial ⁶ | 5,293 | 15.96% |
| Total* | 33,167 | 100.00% |
| *Total may not sum due to rounding. | | |

⁶ "Commercial" includes Retail, Office, and "Other" non-residential land uses. ("Other" non-residential land uses include flex space, hospitality, healthcare, and specialty.)

IV. PARK AND RECREATION FACILITIES

Government Code Section 66000 *et seq.*, which codifies California's Mitigation Fee Act, requires that if impact fees are going to be used to finance public facilities, those facilities must be identified prior to the adoption of the fee. There are three basic methodologies that can be employed to determine the facilities to be financed. The first methodology, which is called a "Plan-Based Approach," is based on the existence of a "Facilities Plan" (or "Needs List") that lists the specific facilities necessary to serve future growth. The Facilities Plan utilized under this approach is usually prepared by a municipality's staff and/or consultants, often with community input, and is then adopted by the municipality's legislative body either prior to or concurrent with the approval of the fee program. The Facilities Plan also identifies the costs of the facilities listed, and these costs are in turn allocated based on the level of benefit to be received by each of the projected future land uses anticipated to be developed within the time period being analyzed. In the case of the City, the existing Parks and Recreation Master Plan was prepared and adopted by the City Council in 2005 and is out of date. Additionally, while the City has developed a Capital Improvement Program ("CIP") for the current fiscal year, the CIP Parks & Recreation projects are expected to be completed within roughly the next five years and therefore do not extend through the fee program horizon year of 2040. As a result, a Plan-Based Approach is infeasible at this time.

A second methodology to identify facilities needs is the "Capacity-Based Approach," which is based on the magnitude of existing capacity or expanded capacity needed for a type of public facility to handle projected growth during the selected time period. This approach works best for facilities such as an existing water storage facility or sewer treatment plant where existing costs or facilities expansion costs necessary to serve future development are already known (and in the case of existing capacity, may have already been expended). This kind of fee is not necessarily dependent on a particular land use plan for future development, but is instead based on the cost per unit of constructing the remaining existing capacity in a facility, or the cost to expand such capacity, which can then be applied to any type of future development. The City has already determined that, based on a standard of 5.00 acres per 1,000 residents, there is no existing surplus of park and recreation facilities that is available to serve new development. Furthermore, the City has not determined what specific improvements could be added to existing park facilities to adapt them to use by a greater population of residents, nor the cost of such improvements. As a result, insufficient information was available to employ the "Capacity-Based Approach" in this Park Fee Study.

A third approach is to utilize a facilities "standard" established for future development, against which facilities costs are determined based on units of demand from this development. This approach, which is often applied to park and recreation facilities when there is no existing or up-to-date Facilities Plan, establishes a generic unit cost for capacity, which is then applied to each land use type per unit of demand. This standard is not based on the cost of a specific existing or future facility, but rather on the cost of providing a certain standard of service, such as the 5.00 acres of park and recreation facilities per 1,000 residents established by Ordinance Number 953.

This method has several advantages, including not requiring a municipality to know (i) the cost of a specific facility, (ii) how much capacity or service is provided currently (as the new standard does not necessarily need to reflect the existing standard), or (iii) the size, site, or characteristics of specific future facilities.

In the case of the City, in which specific facility sites or sizes, or types of park and recreation improvements or facilities needed through 2040 have not yet been determined, the City does intend to acquire (or require future development to provide on-site) 5.00 acres per 1,000 new residents, whether those residents are generated by Single Family or Multi-family units. Similarly, for future non-residential development, the City does intend to acquire (or require future development to provide on-site) a specific number of acres depending on the employees per thousand square feet who are brought to the City by each type of new development. The rationale behind this approach is that non-residential development also contributes to demand by creating additional employees in the City, who may also use the City's park facilities. DTA's calculations of acreage required to serve new non-residential development are based on a translation of the Future Park Standard from acres per resident to acres per 1,000 square feet, using "Equivalent Benefit Units," as described in Section V.

In sum, given the lack of a Facilities Plan covering the Park Fee Study time period and the absence of available information regarding capacity, the City and DTA determined that a "Standards-Based Approach" was the most appropriate methodology for purposes of calculating impact fees for the Park Fee Study. As mentioned, since a comprehensive list of specific park and recreation sites and/or facilities needed through the target year 2040 has not been determined to-date, specific costs are not yet known. Consequently, it was necessary to estimate the land acquisition costs and construction costs associated with maintaining the Future Park Standard. While the standards-based fee study is not limited to specific improvements in a Facilities Plan or Needs List, it does identify more generally the types of improvements that should be included in developing future parks and the estimated costs related to constructing these improvements. Further information on these improvement costs and types is provided below in Section IV.A-C.

A. LAND ACQUISITION COSTS

Sites for new park and recreation facilities are anticipated to include the acquisition of parcels of vacant/undeveloped or underutilized land. Without knowing which specific sites will be acquired by the City, DTA calculated a price per acre based on data provided by the City of Perris for Enchanted Heights Park, a future park that is part of the CIP program. The acreage data, total estimated acquisition cost, and acquisition cost per acre for the vacant land parcels acquired for Enchanted Heights Park are provided below in Table IV-1. Based on these data, the City will be utilizing an estimated land price of \$63,750 per acre as the cost of new parkland. While there can be significant variation in cost among individual parcels, the City has confirmed that the acquisition cost per acre used in this Park Fee Study provides a reasonable estimate of the average price of parkland within Perris.

TABLE IV-1

| FUTURE PARKS ACQUISITION COST PER ACRE | | | | |
|--|---|--------------|------------------|---------------------------|
| NAME | NEW AMENITIES | SITE ACREAGE | ACQUISITION COST | ACQUISITION COST PER ACRE |
| Enchanted Heights Park | Passive & Active use park, 12,000 sq. foot community center | 20 acres | \$1,275,000 | \$63,750 |
| Source: City of Perris | | | | |

B. PARK IMPROVEMENT TYPES AND COSTS

As noted previously, the specific types of improvements/facilities to be constructed within future City parks through 2040 have not yet been identified, but they are expected to be included in the City Park Facilities Plan that is periodically updated by City staff with the assistance of the community. In order to maintain as much flexibility as possible, City and DTA staff have prepared a generic list of facilities/improvements that could be included within these future parks. The types of park facilities listed in Table IV-2 are expected to be financed, in whole or in part, through the levy of a development impact fee on potentially all future residential and future non-residential development in the City.

TABLE IV-2

| EXAMPLES OF PARK IMPROVEMENTS TO BE FINANCED | |
|--|--|
| Basketball Courts | Picnic Tables |
| Ball Fields (Baseball, Football, Soccer, Multi-Use) | Playground (Tot Lot, Water Play) |
| Bike Paths (Class I, Class II, and Class III) | Recreation Center |
| Bike Rack | Restrooms |
| Community Center | Retaining Walls and Fencing |
| Concession Building | Security Lighting |
| Courts (Basketball, Horseshoe, Tennis, Volleyball) | Shade Structures |
| Drinking Fountains | Signalized Crossings for Ped/Bike Trails |
| Exercise Stations | Site Furniture |
| Grading/Earthwork | Site Preparation |
| Irrigation and Landscaping | Splash Pool |
| Park Benches | Synthetic Soccer Fields |
| Parking Lot/Paving | Trash Receptacles |
| Pedestrian Paths/Trails | Utilities (Drainage, Sewer, Water, Gas, Electrical) |
| Permanent Sports Lighting | Walkway Lighting |

In an effort to determine the appropriate cost of the types of public park and recreation facilities listed in Table IV-2, DTA collected park and recreation facilities cost information for recently constructed public parks in Southern California. These cost data, shown in Table IV-3, were obtained from a park and recreation facilities cost database derived from other DTA park fee studies, as well as online and municipality-provided park cost information. While the source data for certain parks (e.g., Bradley Basin Park in the City of Menifee) included design and other soft costs, the majority of the source data did not. Therefore, since most of the park and recreation facilities cost figures in Table IV-3 do not include design costs, they are generally conservative cost estimates. Notably, the Cities of Encinitas and Laguna Niguel park construction costs are based on actual bids, while the construction costs for the other parks listed are estimates provided by the municipalities in which the parks are to be developed.

The resulting weighted average public park and recreation facilities construction cost is \$310,875 per acre; thus, the City will be utilizing \$310,875 per acre as an estimated construction cost. Detailed park and recreation facilities construction costs are included in Appendices A-F.

TABLE IV-3

| PARK AND RECREATION FACILITIES CONSTRUCTION COSTS | | | | | |
|--|--------------------------|-------------|--------------|------------------------------------|---|
| PUBLIC AGENCY | PARK | YEAR | ACRES | ESTIMATED CONSTRUCTION COST | ESTIMATED CONSTRUCTION COST PER ACRE |
| City of Perris | Morgan Park (Phase II) | 2017 | 49.0 | \$14,300,000 | \$291,837 |
| City of Perris | Enchanted Heights Park | 2017 | 20.0 | \$7,500,000 | \$375,000 |
| City of Perris | Big Rock Nature Park | 2017 | 16.0 | \$1,000,000 | \$62,500 |
| City of Encinitas | Encinitas Community Park | 2012 | 44.0 | \$13,927,642 ¹ | \$316,537 |
| City of Laguna Niguel | Crown Valley Park | 2014 | 18.00 | \$4,599,531 | \$255,530 |
| City of San Marcos | Bradley Park | 2012 | 34.0 | \$12,492,484 | \$367,426 |
| City of Menifee | Evans Park | 2016 | 19.0 | \$11,000,000 ² | \$578,947 |
| City of Menifee | Bradley Basin Park | 2016 | 9.1 | \$2,500,000 ³ | \$274,725 |
| County of Riverside | Rancho Jurupa Park | 2013 | 45.0 | \$12,000,000 | \$266,667 |
| County of Riverside | Lawler Lodge | 2013 | 10.0 | \$3,000,000 | \$300,000 |
| County of Riverside | Jenson Alvarado Ranch | 2013 | 20.0 | \$6,000,000 | \$300,000 |
| Weighted Average | | | | | \$310,875 |
| ¹ Excludes \$5,250,000 for EIR, design, and development. | | | | | |
| ² Excludes \$600,000 for engineering and technical design work. | | | | | |
| ³ Includes design. | | | | | |

C. PARK AND RECREATION FACILITIES MAXIMUM COSTS

Adding the \$63,750 per acre in land acquisition costs to the \$310,875 per acre in improvements costs yields a full cost for park and recreation facilities of \$374,625 per acre. This Park Fee Study assumes that \$374,625 per acre is the maximum cost of adding new park and recreation facilities. Therefore, this total cost per acre is used in calculating the proposed fees, which represent the maximum level of fees that the City may impose on new development.

To compensate for potential changes in construction costs in the future, the fee amounts shall be increased each year based on changes in the ENR Construction Cost Index for Los Angeles.ord. More specifically, as the development impact fees (“DIFs”) proposed in this Park Fee Study are based on Future Facilities costs in 2017 dollars, it is appropriate for the City to apply an annual escalator to these fee levels to account for inflation in acquisition and construction costs. Therefore, beginning on January 1, 2018 and every year thereafter, an escalator equal to the change in the ENR Construction Cost Index for Los Angeles during the twelve months of the prior fiscal year may be added to the maximum DIF levels at the City's discretion.

D. PARK AND RECREATION FACILITIES GRANTS AND REVENUES RECEIVED

The City has already secured certain revenues (e.g., grants, developer contributions, etc.) with which it can offset the aforementioned facilities costs. In particular, the funds are dedicated to the following projects: Perris Valley Storm Drain Channel Trail, Phase 1; San Jacinto River Trail; and Enchanted Heights Park. A complete, current list of the City's parks funding sources is provided below in Table IV-4.

**TABLE IV-4
CITY OF PERRIS – PARKS FUNDING SOURCES**

| PROJECT (PARK SITE) | FUNDING SOURCE | BUDGET |
|--|-------------------------------------|------------------------|
| Perris Valley Storm Drain Channel Trail, Phase 1 | Active Transportation Program Grant | \$ 1,200,000.00 |
| | Developer Contribution (IDI) | 165,000.00 |
| | Transportation DIF | 200,000.00 |
| | Parks DIF | 258,000.00 |
| San Jacinto River Trail | Habitat Conservation Fund Grant | 210,104.00 |
| | Developer Contribution (KB Home) | 351,908.00 |
| Enchanted Heights Park | Housing Related Parks Program | 557,101.00 |
| | Housing Related Parks Program | 568,975.00 |
| Total | | \$ 3,511,088.00 |
| Source: City of Perris Planning Department | | |

DTA has accounted for these park and recreation funds in determining the estimated facilities cost to be allocated among the various types of new development. In other words, the total facilities cost that forms the basis of the fee program is expressed net of grants and other funding specific to park and recreation facilities. Section V below shows the calculation of the development impact fees for park and recreation facilities for residential and non-residential land uses.

V. METHODOLOGY UTILIZED TO CALCULATE DEVELOPMENT IMPACT FEES

Pursuant to the nexus requirements of Government Code 66000 *et seq.*, a local agency is required to "determine how there is a reasonable relationship between the amount of the development impact fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed." It is impossible to accurately determine the impact that a specific new residential unit or new non-residential development will have on existing facilities. Predicting future residents' and employees' specific behavioral patterns, park, and health and welfare requirements is extremely difficult, and would involve numerous assumptions that are subject to substantial variances. Recognizing these limitations, the Legislature drafted AB 1600 to specifically require that a "reasonable" relationship be determined, not a direct cause and effect relationship. This reasonable relationship, which was discussed in detail in Section II of the Park Fee Study, is summarized in Table V-1.

TABLE V-1

| PUBLIC PARK AND RECREATION FACILITIES AB 1600 NEXUS TEST | |
|--|---|
| Identify Purpose of Fee | Park and Recreation Facilities |
| Identify Use of Fee | The design, acquisition, installation, and construction of public park and recreation facilities, including parkland |
| Demonstrate how there is a reasonable relationship between the need for the public facility, the use of the fee, and the type of development project on which the fee is imposed | New residential and non-residential development will generate additional residents and employees, thereby increasing demand for active and passive park and recreation facilities within the City. Land will have to be purchased and improved to meet this increased demand; thus, a reasonable relationship exists between the need for park and open space facilities and the impact of residential and non-residential development. Fees collected from new development will be used to meet the Future Park Standard identified in Section IV. |

There are many methods of calculating development impact fees, but they are all based on determining the cost of needed improvements and assigning those costs equitably to various types of development. Development impact fees in this study have been calculated utilizing a "standards-based" methodology. The fee levels are a function of (i) the City's existing park standard of 5.00 acres per 1,000 residents, (ii) the estimated cost per acre for new park and recreation facilities, and (iii) the estimated PPH (for residential land use categories) and EPSF (for non-residential land use categories). One global assumption utilized within this Park Fee Study for the allocation of costs between existing and new development relates to the allocation of costs based on the facilities standard. The public parks and recreation facilities described in Section IV are 100% allocated to new development because these facilities are specifically a function of projected new residents and new employees within the City and do not reflect any unmet needs or deficiencies pertaining to existing development.

Because impact fees are typically presented in terms of dollars per dwelling unit for residential land uses and dollars per square foot (or per thousand square feet) for non-residential land uses, the methodology of this fee study involves calculating the park facilities demand generated by each residential unit and by each non-residential component (i.e., thousand square feet). Specifically, this demand is expressed in terms of potential hours of parks and open space usage associated with the new residents and workers created by future development. Using the City's Future Park Standard of 5.00 acres per 1,000 residents, and employing the concept of an "Equivalent Benefit Unit" ("EBU"), DTA links the demand for park facilities (per residential dwelling unit, or per non-residential thousand square feet, for each land use type) to the acreage of parkland needed to be purchased and improved to satisfy this level of demand. By adding the specified acreage of parks and open space facilities based on the demand resulting from new development, the City can meet the requirements of its Future Park Standard and enhance the quality of life of its future residents and employees. After calculating the estimated costs of parkland acquisition and improvements, net of park grants/funding the City has already received, DTA proceeded to allocate the costs among the various land use types according to the total demand generated by each category of new development. Total park facilities demand for each land use type is given by the EBUs associated with the land use type, multiplied by the projected number of dwelling units or thousand square feet of new development through 2040 for the category. The recommended fee levels and fee calculation methodologies are summarized in Sections V.A-F below.

A. POTENTIAL PARKS AND OPEN SPACE USAGE PER PERSON

In this Park Fee Study, demand for park and recreation facilities is quantified in terms of hours per week of potential park facilities usage. Hours per week of potential benefit are calculated per individual (working/non-working resident or employee) and, by extension, per unit of development (i.e., residential dwelling unit or non-residential thousand square feet). Detailed calculations of potential park facilities usage hours, and the conversion of hours to Equivalent Benefit Units ("EBUs") for each land use class, are provided in Section V.B below.

B. EQUIVALENT BENEFIT UNITS ("EBUs")

Impact fee calculation methods are based on determining the cost of needed improvements and assigning those costs equitably to various types of development. Accordingly, each of the fee calculations in this Park Fee Study employs the concept of an Equivalent Benefit Unit ("EBU") to allocate benefit among the four (4) land use classes listed in Table II-1 (i.e., Single Family Residential, Multi-family Residential, Industrial, and Commercial). EBUs are a means of quantifying different land uses in terms of their equivalence to the level of benefit experienced by a Single Family residential dwelling unit, where equivalence in this case is measured in terms of potential infrastructure use or benefit for parks and recreation facilities. In this Park Fee Study, EBUs are calculated based on the number of residents or employees generated by each land use class.

This analysis assumes that each employed person living in the City has three (3) hours of potential park usage during weekdays (i.e., one hour before work, one hour during lunch, and one hour after work), and twelve (12) hours per day on weekends: This potential usage amounts to $3*5 + 2*12 = 15 + 24 = 39$ hours per week. In addition, it is assumed that each non-working person living in the City has twelve (12) hours per day of potential park usage, seven (7) days a week, or 84 hours per week. Lastly, it is assumed that each industrial or commercial employee has three (3) hours of potential park usage, five (5) days a week (with no usage on the weekends), or 15 hours per week.

The rationale behind the calculation of residential demand per dwelling unit is as follows. According to the U.S. Census Bureau, approximately 62.8% of the population of the City of Perris is in the civilian labor force. In addition, according to the American Community Survey, the average number of persons per household for Single Family land uses in the City is 4.31. Thus, for a Single Family residential unit, we have $(62.8%)*(4.31)*(39) + (37.2%)*(4.31)*(84) =$ approximately 240 hours of park facilities demand per week, per dwelling unit. Because EBUs are used to quantify park facilities demand (generated by other land use classes) in relation to the level of benefit experienced by a Single Family residential dwelling unit, by definition the ratio of EBU per Single Family unit is 1.00. Therefore, since on a weekly basis there are 240 hours of park demand per Single Family unit, one EBU is equal to 240 hours. For a Multi-family residential unit, the PPH is lower at approximately 3.81. Consequently, the park facilities demand associated with Multi-family land uses is $(62.8%)*(3.81)*(39) + (37.2%)*(3.81)*(84) =$ approximately 212 hours of demand per week, per dwelling unit. Each Multi-family unit therefore represents a level of demand equal to 212/240, or approximately 0.88 EBUs.

To quantify non-residential demand, this fee study utilizes the ratio of employees per square foot ("EPSF") for each type of land use, based on data sourced from the Institute of Transportation Engineers (ITE) and the San Diego Association of Governments (SANDAG) and compiled by the U.S. Green Building Council.⁷ For example, for industrial land uses, DTA calculated an EPSF of 1.91, i.e., on average there are 1.91 employees per thousand square feet of industrial development. Given that each employee has an estimated 15 hours per week of potential park usage, the demand generated by each thousand-square-foot component of industrial development is approximately 29 hours of potential park usage. Since one EBU is equal to 240 hours, the demand associated with industrial land uses is 29/240, or approximately 0.12 EBU per thousand square feet. DTA likewise applied this methodology in calculating EBU per thousand square feet for commercial land uses, with a result of approximately 0.11 EBU per thousand square feet.

A summary of park and recreation facilities demand metrics for each land use class is provided in Table V-2 on the following page.

⁷ "Building Area per Employee by Business Type." U.S. Green Building Council. May 13, 2008.

**TABLE V-2
PARK FACILITIES DEMAND PER UNIT / PER THOUSAND SQUARE FEET**

| LAND USE | LAND USE CATEGORIES | PPH (RESIDENTS PER UNIT) | WEEKLY DEMAND PER UNIT | EBUs PER UNIT |
|-----------------|---------------------|-----------------------------------|--|------------------------------|
| Residential | Single Family | 4.31 | 240 hours | 1.00 |
| | Multi-family | 3.81 | 212 hours | 0.88 |
| LAND USE | LAND USE CATEGORIES | EMPLOYEES PER 1,000 SQ. FT. | WEEKLY DEMAND PER 1,000 SQ. FT. | EBUs PER 1,000 SQ. FT. |
| Non-Residential | Industrial | 1.91 | 29 hours | 0.12 |
| | Commercial | 1.89 | 28 hours | 0.11 |

Multiplying the EBUs per dwelling unit (or per thousand square feet) by the number of units (or thousand square feet) of new development projected from 2017 to 2040 yields the total number of EBUs generated by new development, as set forth in Table V-3 below.

**TABLE V-3
TOTAL PARK FACILITIES DEMAND CREATED BY NEW DEVELOPMENT (2017-2040)**

| LAND USE | LAND USE CATEGORIES | EBUs PER UNIT | NEW DEVELOPMENT IN UNITS | TOTAL EBUs |
|-----------------|---------------------|---------------------------|---|---------------|
| Residential | Single Family | 1.00 | 11,361 | 11,361 |
| | Multi-family | 0.88 | 3,111 | 2,750 |
| LAND USE | LAND USE CATEGORIES | EBUs PER 1,000 SQ. FT. | NEW DEVELOPMENT IN 1,000 SQ. FT. | TOTAL EBUs |
| Non-Residential | Industrial | 0.12 | 27,874 | 3,324 |
| | Commercial | 0.11 | 5,293 | 608 |
| Total | | | | 18,043 |

C. ACREAGE REQUIRED TO MEET FUTURE PARK STANDARD

As previously mentioned, the City's Ordinance Number 953 established a standard of 5.00 acres per 1,000 residents, i.e., 0.005 acres per resident, which the City intends to use as its Future Park Standard to satisfy the demand created by new development. The conversion of this residential standard to apply to non-residential land use classes is shown below in Table V-4.

**TABLE V-4
FUTURE PARK STANDARD BY LAND USE CLASS**

| LAND USE | LAND USE CATEGORIES | ACRES PER RESIDENT | RESIDENTS PER EBU | EBU PER UNIT | ACRES REQUIRED PER UNIT |
|-----------------|---------------------|--------------------|-------------------|-----------------------|----------------------------------|
| Residential | Single Family | 0.005 | 4.31 | 1.00 | 0.02155 |
| | Multi-family | 0.005 | 4.31 | 0.88 | 0.01905 |
| LAND USE | LAND USE CATEGORIES | ACRES PER RESIDENT | RESIDENTS PER EBU | EBU PER 1,000 SQ. FT. | ACRES REQUIRED PER 1,000 SQ. FT. |
| Non-Residential | Industrial | 0.005 | 4.31 | 0.12 | 0.00257 |
| | Commercial | 0.005 | 4.31 | 0.11 | 0.00248 |

Finally, to obtain the total number of acres of improved parkland required to meet the Future Park Standard, DTA multiplied the acres required per dwelling unit (or per thousand square feet) by the projected development in new dwelling units (or in thousand square feet), as set forth in Table V-5 on the following page.

**TABLE V-5
TOTAL ACRES REQUIRED TO MEET FUTURE PARK STANDARD**

| LAND USE | LAND USE CATEGORIES | ACRES REQUIRED PER UNIT | NEW DEVELOPMENT IN UNITS | TOTAL ACRES REQUIRED |
|--|---------------------|---|---|-------------------------|
| Residential | Single Family | 0.02155 | 11,361 | 244.83 |
| | Multi-family | 0.01905 | 3,111 | 59.26 |
| LAND USE | LAND USE CATEGORIES | ACRES REQUIRED PER 1,000 SQ. FT. | NEW DEVELOPMENT IN 1,000 SQ. FT. | TOTAL ACRES REQUIRED |
| Non-Residential | Industrial | 0.00257 | 27,874 | 71.73 |
| | Commercial | 0.00248 | 5,293 | 13.10 |
| Total (Residential and Non-Residential) | | | | 388.82 |

D. NET COST OF PARK FACILITIES TO SATISFY NEW DEMAND

After determining that the City requires a total of 388.82 acres of new park and recreation facilities to meet the Future Park Standard and satisfy the demand created by new development, DTA proceeded to calculate the amount of financing needed to pay for the required acreage of new facilities.

As noted in Section IV.D, the City has already secured certain revenues (e.g., grants, developer contributions, etc.) with which it can offset the parkland acquisition and facilities construction costs. Table V-6, below, presents the total costs of new park facilities (i.e., acquisition and construction costs), less offsetting revenues, which equals approximately \$142 million in projected facility expenditures necessary to meet the Future Park Standard for new development.

**TABLE V-6
FINANCING REQUIRED TO MEET FUTURE PARK STANDARD**

| FACILITY TYPE | NUMBER OF ACRES REQUIRED | COST PER ACRE | FACILITY COST |
|-------------------------------|-------------------------------------|----------------------|-------------------------|
| Park Land Acquisition | 388.82 | \$63,750.00 | \$24,787,558.13 |
| Park Improvements | 388.82 | \$310,875.24 | \$120,875,893.28 |
| Subtotal Park Costs | | | \$145,663,451.40 |
| Less: Offsetting Revenues | | | (\$3,511,088.00) |
| Net Cost of Facilities | | | \$142,152,363.40 |

E. ALLOCATION OF COSTS

A key assumption in this Park Fee Study is that 100% of the park and recreation facilities costs, or roughly \$142 million, will be allocated to new development. The reason for this allocation is that the facilities are specifically a function of projected new residents and new employees within the City and do not reflect any unmet needs or deficiencies pertaining to existing development.

Based on data presented in **Table V-3**, the total number of EBUs resulting from new development is 18,043. Dividing the net cost of facilities (i.e., the revenues to be generated by the park fee program) over the 18,043 EBUs yields an allocation of \$7,878.58 per EBU, as shown in **Table V-7** below. This cost allocation per EBU was used in calculating the cost allocation by land use category (**Table V-8**), as each land use type is associated with a specific number of EBUs per dwelling unit or per thousand square feet of development.

**TABLE V-7
COST ALLOCATION PER EBU**

| NET COST OF FACILITIES | % ALLOCATED TO NEW DEVELOPMENT | TOTAL COST ALLOCATED TO NEW DEVELOPMENT | TOTAL NUMBER OF EBUs | COST ALLOCATION PER EBU |
|------------------------|--------------------------------|---|----------------------|-------------------------|
| \$142,152,363.40 | 100% | \$142,152,363.40 | 18,043 | \$7,878.58 |

**TABLE V-8
COST ALLOCATION BY LAND USE TYPE**

| LAND USE | LAND USE CATEGORIES | EBUs PER UNIT | COST ALLOCATION PER UNIT | NEW DEVELOPMENT IN UNITS | COST FINANCED | % COST FINANCED |
|--|---------------------|------------------------|-----------------------------------|----------------------------------|-------------------------|-----------------|
| Residential | Single Family | 1.00 | \$7,878.58 | 11,361 | \$89,509,009.84 | 62.97% |
| | Multi-family | 0.88 | \$6,964.59 | 3,111 | \$21,663,615.78 | 15.24% |
| LAND USE | LAND USE CATEGORIES | EBUs PER 1,000 SQ. FT. | COST ALLOCATION PER 1,000 SQ. FT. | NEW DEVELOPMENT IN 1,000 SQ. FT. | COST FINANCED | % COST FINANCED |
| Non-Residential | Industrial | 0.12 | \$939.57 | 27,874 | \$26,189,235.19 | 18.42% |
| | Commercial | 0.11 | \$905.10 | 5,293 | \$4,790,502.59 | 3.37% |
| Total (Residential and Non-Residential) | | | | | \$142,152,363.40 | 100.00% |

According to the data presented in Table V-8 above, the land use classes of Single Family, Multi-family, and Industrial combined would contribute approximately 96.63% of the park impact fee revenues.

F. PROPOSED FEE SCHEDULE

The existing and recommended Future Park Facilities fee amounts are summarized in Tables V-9 and V-10, respectively, below. Proposed fees in Table V-10 are based on the cost allocation methodology described in the previous subsection of this report. The residential fee for Single Family is the same as the allocation rate per EBU: \$7,878.58 per unit. Because a Multi-family unit generates approximately 0.88 EBUs, the fee for Multi-family is given by the cost allocation per unit, i.e., 0.88 times the Single Family fee, or \$6,964.59 per unit. Similarly, the proposed non-residential fees are equal to the cost

allocation by square footage for each land use category. This allocation, expressed in terms of thousand square feet in Table V-7, is divided by 1,000 to yield the fees per square foot in Table V-10 below.

**TABLE V-9
DEVELOPMENT IMPACT FEE SUMMARY: EXISTING FEES**

| RESIDENTIAL DEVELOPMENT (PER UNIT) | | NON-RESIDENTIAL DEVELOPMENT (PER SQUARE FOOT) | |
|---------------------------------------|-------------------|--|---------------|
| SINGLE FAMILY | MULTI- FAMILY | INDUSTRIAL | COMMERCIAL* |
| \$7,500.00 | \$6,793.00 | \$0.00 | \$0.00 |

**TABLE V-10
DEVELOPMENT IMPACT FEE SUMMARY: PROPOSED FEES**

| RESIDENTIAL DEVELOPMENT (PER UNIT) | | NON-RESIDENTIAL DEVELOPMENT (PER SQUARE FOOT) | |
|---------------------------------------|-------------------|--|---------------|
| SINGLE FAMILY | MULTI- FAMILY | INDUSTRIAL | COMMERCIAL* |
| \$7,878.58 | \$6,964.59 | \$0.94 | \$0.91 |

* "Commercial" includes Retail, Office, and Other non-residential land uses.

As mentioned previously, fees recommended within this Park Fee Study reflect the maximum justifiable fee level that may be imposed on new residential and new non-residential development depending upon the residential dwelling unit type, or non-residential land use type and building square footage. To compensate for potential changes in construction costs in the future, the fee amounts shall be increased each year based on changes in the ENR Construction Cost Index for Los Angeles. More specifically, as the development impact fees ("DIFs") proposed in this Fee Study are based on Future Facilities costs in 2017 dollars, it is appropriate for the City to apply an annual escalator to these fee levels to account for inflation in acquisition and construction costs. Therefore, beginning on January 1, 2018 and every year thereafter, an escalator equal to the change in the ENR Construction Cost Index for Los Angeles during the twelve months of the prior fiscal year may be added to the maximum DIF levels at the City's discretion.

In addition, the City has the option of imposing a lower fee or waiving the fee altogether for certain land use classes if it feels that there are overriding concerns that call for a partial or full reduction or a delay in the imposition of the fees on one or more land use classes. Fees may also be waived in the case of a specific project, if the City feels it is in its interest to waive the fees.

APPENDIX A

**CITY OF PERRIS – MORGAN PARK (PHASE II), ENCHANTED HEIGHTS PARK, AND BIG ROCK
NATURE PARK CONSTRUCTION COST DATA**

CITY OF PERRIS PARKS & Facilities

| EXISTING PARKS | | | | |
|--|--|---------------------|--------------------|---------------------|
| NAME | NEW AMENITIES | COST | ACQUISITION COSTS | TOTAL |
| Morgan Park (Phase I) | | | | |
| Metz Park | | | | |
| Paragon Park | Restroom | \$250,000 | | \$250,000 |
| Rotary Park | Restroom | \$250,000 | | \$250,000 |
| Skydive Baseball Park | | | | |
| Copper Creek Park | Restroom | \$250,000 | | \$250,000 |
| Civic Center | | | | |
| Monument Ranch Park | Restroom, 12,000 sq. ft. community center | \$2.6 mil. | | \$2.6 mil. |
| Foss Field | | | | |
| KB Home, Inc. | Tot Lot, walkway lighting | \$250,000 | | \$250,000 |
| Bob Long Park | | | | |
| Frank Eaton Park | | | | |
| Howard Schlundt Park | | | | |
| Russell Stewart Park | | | | |
| Linear Park Reach 1* | Solar Walkway lighting | \$450,000 | | \$450,000 |
| Linear Park Reach 2** | | | | |
| Liberty Park | Restroom | \$250,000 | | \$250,000 |
| Banta Beatty Park | | | | |
| Patriot Soccer Park | (2) small synthetic soccer fields, tot lot, walkway lighting, restroom, landscaping | \$2 mil. | | \$2 mil. |
| May Ranch Park | | | | |
| Mercado Park | | | | |
| | | | | |
| | | | | |
| FUTURE PARKS | | | | |
| NAME | NEW AMENITIES | COST | ACQUISITION COSTS | TOTAL |
| Morgan Park (Phase II) (49 acres) | (4) Synthetic soccer fields with lighting, 50,000 sq. foot community center, tot lot, restroom | \$14.3 mil. | | \$14.3 mil. |
| Linear Park Reach 3*** | Ped. walking trail w/exercise stations (2,091 lineal feet @ \$300 per) | \$627,300 | | \$627,300 |
| Enchanted Heights Park (20 acres) | Passive & Active use park, 12,000 sq. foot community center | \$7.5 mil. | \$1.275 mil. | \$8.775 mil. |
| Monument Park Phase 2 | Ballfields, basketball courts, lighted walking path | \$1.5 mil. | | \$1.5 mil. |
| Big Rock Nature Park (16 acres) | Pedestrian trail, parking lot | \$1 mil. | | \$1 mil. |
| San Jacinto River Trail | Pedestrian and Bike trail, with trailhead | \$600,000 | | \$600,000 |
| Perris Valley Storm Channel Trail Phase 2 | Pedestrian and Bike trail, with signalized crossings | \$2.8 mil. | \$500,000 | \$3.3 mil. |
| Linear Park West | Walking Trail, lighting, exercise stations (4,149 lineal feet @ \$300 per) | \$1.24 mil. | | \$1.24 mil. |
| <i>Subtotal</i> | | | | |
| Total All Parks (Existing and Future) | | \$35,869,800 | \$1,775,000 | \$37,644,800 |

- * Ramona to Bradley Road
- ** Bradley Road to Evans Road
- ***Evans Road to Perris Valley Storm Channel

APPENDIX B

CITY OF ENCINITAS – ENCINITAS COMMUNITY PARK CONSTRUCTION COST DATA

City of Encinitas
Source: USS Cal Bid and Native Grow Nursery Bid (www.ci.encinitas.ca.us)

Summary

| | Total Costs |
|--|--------------------|
| Land Acquisition | \$18,200,000 |
| EIR, Design, and Development | \$5,250,000 |
| Construction (USS Cal Builders) | |
| Park Amenities | \$11,216,788 |
| Landscaping | \$2,710,855 |
| Landscaping (Native Grow Nursery) | \$122,594 |
| | |
| Park Acres | 44.00 |
| Construction Cost per Acre (Park Amenities only) | \$254,927 |
| Landscaping Cost per Acre | \$64,397 |
| Total Improvement Costs per Acre | \$319,324 |
| Land Acquisition Costs per Acre | \$413,636 |

Improvement/Construction Costs Detail

| <u>Description</u> | <u>Quantity</u> | <u>Unit Cost</u> | <u>Subtotal</u> | <u>Total</u> | <u>Grand Total</u> |
|--|-----------------|------------------|-----------------|-----------------------|---------------------|
| Encinitas Community Park | | | | | \$13,927,642 |
| Construction | | | | | |
| General Work | | | | \$1,471,242.00 | |
| Mobilization | 1 LS | \$216,000.00 | \$216,000.00 | | |
| Clear and Grub | 1 LS | \$87,000.00 | \$87,000.00 | | |
| Grading | 164,100 CY | \$1.62 | \$265,842.00 | | |
| Fine Grading | 1,533,000 SF | \$0.11 | \$168,630.00 | | |
| Soil Removal/Recompaction | 32,000 CY | \$2.81 | \$89,920.00 | | |
| Soil Reuse (Primary Soils Management Zone) | 55,000 CY | \$9.35 | \$514,250.00 | | |
| Storm Water Pollution Control/ SWPPP | 1 LS | \$27,000.00 | \$27,000.00 | | |
| Striping, Signage, & Painted Curb | 1 LS | \$48,600.00 | \$48,600.00 | | |
| Traffic Control | 1 LS | \$54,000.00 | \$54,000.00 | | |
| Utility Work | | | | \$1,113,970.32 | |
| Fire Hydrant Assembly | 4 EA | \$5,562.00 | \$22,248.00 | | |
| Reclaimed Water 1-1/2" PVC | 220 LF | \$12.42 | \$2,732.40 | | |
| Reclaimed Water 2" PVC | 695 LF | \$15.12 | \$10,508.40 | | |
| Reclaimed Water 12" PVC | 3,035 LF | \$115.56 | \$350,724.60 | | |
| Reclaimed Service 1-1/2" | 2 EA | \$3,456.00 | \$6,912.00 | | |
| Reclaimed Water Service 6" | 1 EA | \$23,247.00 | \$23,247.00 | | |
| Sewer 4" PVC | 710 LF | \$48.60 | \$34,506.00 | | |
| Sewer 6" PVC | 1,240 LF | \$51.84 | \$64,281.60 | | |
| Sewer 8" PVC | 649 LF | \$92.88 | \$60,279.12 | | |
| Sewer Cleanout | 29 EA | \$648.00 | \$18,792.00 | | |
| Sewer- Cut and Cap Existing Pump Station | 1 EA | \$1,080.00 | \$1,080.00 | | |
| Sewer Manhole | 2 EA | \$6,307.20 | \$12,614.40 | | |
| Water 1/2" PVC | 980 LF | \$10.80 | \$10,584.00 | | |
| Water 1" PVC | 555 LF | \$11.88 | \$6,593.40 | | |
| Water 2" PVC | 320 LF | \$15.12 | \$4,838.40 | | |
| Water 8" PVC | 1,250 LF | \$75.60 | \$94,500.00 | | |
| Water 12" PVC | 2,735 LF | \$133.92 | \$366,271.20 | | |
| Water- Remove Existing ACP | 1,100 LF | \$5.40 | \$5,940.00 | | |
| Water Service 1" | 3 EA | \$3,990.60 | \$11,971.80 | | |
| Water Service 2" | 1 EA | \$5,346.00 | \$5,346.00 | | |
| Drainage | | | | \$1,544,243.40 | |
| Atrium Drain | 129 EA | \$248.40 | \$32,043.60 | | |
| Bio-Retention Area (C-1.8, p22) | 1 LS | \$183,600.00 | \$183,600.00 | | |
| Bio-Retention Area (Dog Park) | 1 LS | \$41,040.00 | \$41,040.00 | | |
| Catch Basin and Grate | 73 EA | \$1,431.00 | \$104,463.00 | | |
| Catch Basin per SDRSD D-8 | 3 EA | \$2,997.00 | \$8,991.00 | | |
| Curb Inlet | 5 EA | \$5,076.00 | \$25,380.00 | | |
| HDPE Storm Drain Pipe 18" | 2,540 LF | \$64.80 | \$164,592.00 | | |
| HDPE Storm Drain Pipe 24" | 450 LF | \$77.76 | \$34,992.00 | | |
| Headwall | 3 EA | \$2,700.00 | \$8,100.00 | | |
| Headwall w/ Trashrack | 12 EA | \$3,888.00 | \$46,656.00 | | |
| Headwall with Manifold | 1 EA | \$4,050.00 | \$4,050.00 | | |
| Junction Structure - APWA 331 | 3 EA | \$540.00 | \$1,620.00 | | |
| Junction Structure - APWA 332 | 25 EA | \$702.00 | \$17,550.00 | | |
| Manhole | 5 EA | \$5,454.00 | \$27,270.00 | | |
| Manhole - APWA 320/ Modified APWA 320 | 3 EA | \$9,558.00 | \$28,674.00 | | |

Improvement/Construction Costs Detail - Continued

| <u>Description</u> | <u>Quantity</u> | <u>Unit Cost</u> | <u>Subtotal</u> | <u>Total</u> |
|---|-----------------|------------------|-----------------|-----------------------|
| Parkway Culvert APWA 151 | 11 EA | \$2,430.00 | \$26,730.00 | |
| Perforated Drain at Backstop (4") | 570 LF | \$37.80 | \$21,546.00 | |
| Rip-Rap | 3,125 SF | \$21.60 | \$67,500.00 | |
| Stormceptor | 1 EA | \$49,194.00 | \$49,194.00 | |
| Storm Drain 6" PVC | 6,800 LF | \$31.86 | \$216,648.00 | |
| Storm Drain 8" PVC | 2,580 LF | \$35.91 | \$92,647.80 | |
| Storm Drain 10" PVC | 145 LF | \$64.80 | \$9,396.00 | |
| Storm Drain 12" PVC | 2,420 LF | \$54.00 | \$130,680.00 | |
| Storm Drain 54" rcp | 366 LF | \$367.20 | \$134,395.20 | |
| Storm Drain Cleanout | 11 EA | \$324.00 | \$3,564.00 | |
| Subdrain- Play Area | 40 LF | \$59.40 | \$2,376.00 | |
| U-Channel 1'-6" | 50 LF | \$27.00 | \$1,350.00 | |
| V-ditch 1'-6" Deep | 1,185 LF | \$27.00 | \$31,995.00 | |
| V-Gutter | 1,095 LF | \$24.84 | \$27,199.80 | |
| Building, Fence, and Wall Improvements | | | | \$3,643,256.00 |
| Building- South Concession/ Restroom | 1 LS | \$525,000.00 | \$525,000.00 | |
| Building- North Restroom | 1 LS | \$510,000.00 | \$510,000.00 | |
| Electrical- Main Service | 1 LS | \$59,400.00 | \$59,400.00 | |
| Electrical- Site Conduits, Conductors, Trenching, Complete | 1 LS | \$95,040.00 | \$95,040.00 | |
| Light Fixture 14' | 58 EA | \$7,000.00 | \$406,000.00 | |
| Light Fixture (18' single head) | 11 EA | \$8,835.00 | \$97,185.00 | |
| Light Fixture (18' double head) | 2 EA | \$15,120.00 | \$30,240.00 | |
| Light Fixture (20' single head) | 58 EA | \$10,044.00 | \$582,552.00 | |
| Light Fixture (20' double head) | 10 EA | \$10,962.00 | \$109,620.00 | |
| Light Fixture- Bollard | 4 EA | \$9,450.00 | \$37,800.00 | |
| Junction Box for Future Light | 69 EA | \$1,252.00 | \$86,388.00 | |
| Fencing- Backstops at 2 Ballfields | 1 LS | \$155,000.00 | \$155,000.00 | |
| Fencing- 6' HT. Chainlink | 360 LF | \$37.80 | \$13,608.00 | |
| Fencing- 8' HT. Chainlink | 1,340 LF | \$59.40 | \$79,596.00 | |
| Fencing- 20' HT. Chainlink | 450 LF | \$145.80 | \$65,610.00 | |
| Fencing- Lodge Pole | 115 LF | \$48.60 | \$5,589.00 | |
| Gate w/ Pilasters- Tubular Steel | 1 LS | \$14,040.00 | \$14,040.00 | |
| Trash Enclosures | 2 EA | \$31,054.00 | \$62,108.00 | |
| Wall- 18" HT. at Park Entry | 70 LF | \$75.60 | \$5,292.00 | |
| Wall-18" Planter | 300 LF | \$75.60 | \$22,680.00 | |
| Wall-4' HT. For Material Bin Storage | 70 LF | \$86.40 | \$6,048.00 | |
| Wall 6' HT. Masonry w/ Pilaster | 4,105 LF | \$135.00 | \$554,175.00 | |
| Wall- Cheek Wall At Stair | 175 LF | \$86.40 | \$15,120.00 | |
| Wall- 6' HT. Masonry at Maintenance Yard | 140 LF | \$135.00 | \$18,900.00 | |
| Wall- Planter/Ret., incl. Guard Rail where required | 475 LF | \$145.80 | \$69,255.00 | |
| Wall- Seat Walls | 45 LF | \$378.00 | \$17,010.00 | |
| Site Improvements | | | | \$2,478,849.48 |
| Asphalt Paving | 2700 TON | \$100.00 | \$270,000.00 | |
| Bollards at Lot 'A' | 7 EA | \$702.00 | \$4,914.00 | |
| Class II Base- Provide and Place | 8,009 TON | \$23.76 | \$190,293.84 | |
| Class II Base- Place Onsite Material | 6,529 TON | \$23.76 | \$155,129.04 | |
| Color Concrete Band 18" Wide | 2105 LF | \$19.44 | \$40,921.20 | |
| Color Concrete Walkways | 116,040 SF | \$9.18 | \$1,065,247.20 | |
| Concrete Mowcurb 6" Wide | 6,750 LF | \$12.96 | \$87,480.00 | |
| Concrete Mowcurb 12" Wide | 1,130 LF | \$16.20 | \$18,306.00 | |
| Concrete Stairs at Ball Fields | 625 LF | \$54.00 | \$33,750.00 | |
| 6" Curb/ Class II Base | 8,350 LF | \$17.28 | \$144,288.00 | |
| 6" Curb & Gutter/ Class II Base | 3,670 LF | \$22.68 | \$83,235.60 | |
| 6" Curb & Gutter w/block out/ Class II Base | 1,600 LF | \$25.92 | \$41,472.00 | |
| Curb Ramp | 25 EA | \$810.00 | \$20,250.00 | |
| Driveway Approach - SDRSD G-14A | 1 EA | \$2,268.00 | \$2,268.00 | |
| Grass Pave2 | 1,480 SF | \$13.50 | \$19,980.00 | |
| Overlook w/ Seatwall, Conc. Band, & Interlocking Paver | 1 LS | \$29,160.00 | \$29,160.00 | |
| Pavers | 13,285 SF | \$9.18 | \$121,956.30 | |
| 6" PCC Pavement | 785 SF | \$8.10 | \$6,358.50 | |
| Simulated Bridges, Complete with Lodge Pole Fence, Stamped Concrete, and Flatwork | 2 EA | \$7,020.00 | \$14,040.00 | |
| Stabilized Decomposed Granite Walkways w/ Curbing | 9,245 SF | \$14.04 | \$129,799.80 | |

Improvement/Construction Costs Detail - Continued

| Description | Quantity | Unit Cost | Subtotal | Total |
|---|----------|--------------|--------------|---------------------|
| Site Furnishings | | | | \$304,938.00 |
| Bat Rack @ Dugouts | 4 EA | \$2,700.00 | \$10,800.00 | |
| Bench @ Dugouts | 4 EA | \$2,970.00 | \$11,880.00 | |
| Bench- Custom with Back | 22 EA | \$1,620.00 | \$35,640.00 | |
| Bench- Custom without Back | 6 EA | \$1,620.00 | \$9,720.00 | |
| Bike Rack | 5 EA | \$810.00 | \$4,050.00 | |
| Bleacher w/ Guard Rail | 4 EA | \$7,020.00 | \$28,080.00 | |
| BQ Unit Group | 5 EA | \$702.00 | \$3,510.00 | |
| BQ Unit Single | 10 EA | \$486.00 | \$4,860.00 | |
| Concrete Seating Pad- Accessible | 7 EA | \$2,700.00 | \$18,900.00 | |
| Concrete Seating Pad | 12 EA | \$2,700.00 | \$32,400.00 | |
| Picnic Tables | 28 EA | \$1,458.00 | \$40,824.00 | |
| Picnic Pads (Large 327 SF) | 8 EA | \$3,780.00 | \$30,240.00 | |
| Picnic Pads (Small 130 SF) | 12 EA | \$1,512.00 | \$18,144.00 | |
| Pitching Rubber, Bases, Home Plate (Complete Set) | 2 EA | \$5,940.00 | \$11,880.00 | |
| Pedestrian Drinking Fountain | 4 EA | \$2,970.00 | \$11,880.00 | |
| Score Table | 2 EA | \$1,890.00 | \$3,780.00 | |
| Trash / Recycle Receptacles (Install Only) | 35 EA | \$810.00 | \$28,350.00 | |
| Street Improvements | | | | \$100,564.74 |
| Adjust Existing Facility to Grade | 11 EA | \$702.00 | \$7,722.00 | |
| Asphalt Deeplift | 450 LF | \$9.72 | \$4,374.00 | |
| Asphalt Dike (6") | 30 LF | \$9.72 | \$291.60 | |
| Asphalt Grind and Overlay | 165 SF | \$2.16 | \$356.40 | |
| Asphalt Paving | 151 TON | \$102.60 | \$15,492.60 | |
| Class II Base | 247 TON | \$23.76 | \$5,868.72 | |
| Concrete Alley Apron | 1020 SF | \$6.48 | \$6,609.60 | |
| Concrete Cross Gutter | 480 SF | \$6.48 | \$3,110.40 | |
| Concrete Driveway (w/8" PCC/6" AB) | 2 EA | \$2,052.00 | \$4,104.00 | |
| Concrete Enhanced Paving @ Santa Fe Entry | 208 SF | \$8.10 | \$1,684.80 | |
| Concrete Pedestrian Ramp | 8 EA | \$449.28 | \$3,594.24 | |
| Concrete Sidewalk | 2000 SF | \$4.86 | \$9,720.00 | |
| 6" Curb/ Class II Base | 180 LF | \$17.28 | \$3,110.40 | |
| 6" Curb & Gutter/ Class II Base | 595 LF | \$21.60 | \$12,852.00 | |
| 6" Curb & Gutter (Rolled), Incl. Transitions/ Class II Base | 36 LF | \$22.68 | \$816.48 | |
| Grass Pave2 | 225 SF | \$13.50 | \$3,037.50 | |
| Miscellaneous Relocations | 1 LS | \$8,100.00 | \$8,100.00 | |
| Parkway Culvert | 1 EA | \$2,430.00 | \$2,430.00 | |
| Sawcut | 675 LF | \$10.80 | \$7,290.00 | |
| Traffic Signal and Signage Improvements | | | | \$437,130.00 |
| 3" PVC Conduit | 180 LF | \$27.00 | \$4,860.00 | |
| 2" PVC Conduit | 150 LF | \$27.00 | \$4,050.00 | |
| Signal Cables and Wires | 1 LS | \$21,600.00 | \$21,600.00 | |
| 6T Pull Box | 1 EA | \$1,620.00 | \$1,620.00 | |
| 6E Pull Box | 1 EA | \$1,890.00 | \$1,890.00 | |
| 5T Pull Box | 1 EA | \$1,890.00 | \$1,890.00 | |
| 5E Pull Box | 2 EA | \$1,890.00 | \$3,780.00 | |
| Type 1A Pole and Foundation | 1 EA | \$27,000.00 | \$27,000.00 | |
| Type 15TS Pole, Foundation, 15' Lum Arm | 1 EA | \$27,000.00 | \$27,000.00 | |
| HPS Luminaire | 1 EA | \$4,860.00 | \$4,860.00 | |
| SV-4-TB | 1 EA | \$1,620.00 | \$1,620.00 | |
| SV-1-T | 1 EA | \$1,620.00 | \$1,620.00 | |
| SP-1-T Ped. Head | 1 EA | \$1,620.00 | \$1,620.00 | |
| SP-2-T Ped Head | 1 EA | \$1,620.00 | \$1,620.00 | |
| Polara Audible Navigator PPB Assembly and System | 8 EA | \$243,000.00 | \$194,400.00 | |
| Type E Loop Detector | 22 EA | \$4,860.00 | \$106,920.00 | |
| Overhead Box Guard | 1 EA | \$1,620.00 | \$1,620.00 | |
| Miscellaneous Equipment Modification | 1 LS | \$12,960.00 | \$12,960.00 | |
| Miscellaneous Relocations/ Removals | 1 LS | \$16,200.00 | \$16,200.00 | |

Improvement/Construction Costs Detail - Continued

| <u>Description</u> | <u>Quantity</u> | <u>Unit Cost</u> | <u>Subtotal</u> | <u>Total</u> |
|---|-----------------|------------------|-----------------|-----------------------|
| Landscaping | | | | \$2,710,854.55 |
| 1 Gal. Container Planting (Install Only) | 50,640 EA | \$1.94 | \$98,241.60 | |
| 15 Gal. Tree | 461 EA | \$129.60 | \$59,745.60 | |
| 24" Box Tree | 452 EA | \$259.20 | \$117,158.40 | |
| 3" Mulch | 4,325 CY | \$34.56 | \$149,472.00 | |
| Bio-Retention Planter Strips | 6,280 SF | \$4.32 | \$27,129.60 | |
| Bio-Swale w/ Boulders, Pebbles at Parking Lot E | 2240 SF | \$9.18 | \$20,563.20 | |
| Garden Buffer Bioswale w/ Boulders, Cobble | 31295 SF | \$9.18 | \$287,288.10 | |
| Hydroseed Mix (Irrigated) | 126,315 SF | \$0.45 | \$56,841.75 | |
| Hydroseed Mix (Non-irrigated) | 329,375 SF | \$0.06 | \$19,762.50 | |
| Infield Mix | 45,740 SF | \$1.30 | \$59,462.00 | |
| Irrigation (Complete) | 1,154,545 SF | \$1.14 | \$1,316,181.30 | |
| Palm Brehea armata 5' B.T. | 13 EA | \$3,780.00 | \$49,140.00 | |
| Palm Brehea armata 8' B.T. | 7 EA | \$4,590.00 | \$32,130.00 | |
| Palm Brehea armata 10' B.T. | 3 EA | \$5,400.00 | \$16,200.00 | |
| Palm Phoenix reclinata 10' B.T. | 8 EA | \$5,940.00 | \$47,520.00 | |
| Palm Queen 15' B.T. | 35 EA | \$540.00 | \$18,900.00 | |
| Palm Queen 18' B.T. | 20 EA | \$432.00 | \$8,640.00 | |
| Palm Queen 20' B.T. | 16 EA | \$432.00 | \$6,912.00 | |
| Soil Preparation | 1,155,545 SF | \$0.22 | \$254,219.90 | |
| Turf Stalons | 624,740 SF | \$0.09 | \$56,226.60 | |
| Vegetated Swale | 24,000 SF | \$0.38 | \$9,120.00 | |
| NATIVE GROVE NURSERY - LANDSCAPING | | | | \$122,593.95 |
| Achillea 'Island Pink' | 1,340 | \$1.80 | \$2,412.00 | |
| Aloe Arorescens | 658 | \$2.10 | \$1,381.80 | |
| Alyogyne Hugelii | 216 | \$2.05 | \$442.80 | |
| Arctostaphylos Hookeri 'Monterey Carpet' | 478 | \$2.25 | \$1,075.50 | |
| Artesia 'Powis Castle' | 131 | \$1.90 | \$248.90 | |
| Baccharis Pilularis 'Pigeon Point' | 1,439 | \$1.80 | \$2,590.20 | |
| Buddleja Davidii Nanoensis | 268 | \$2.40 | \$643.20 | |
| Cares Divulsa | 6,774 | \$2.10 | \$14,225.40 | |
| Carex Spissa | 1,097 | \$2.10 | \$2,303.70 | |
| Carsa Macrocarpa 'Tuttle' | 1,207 | \$2.10 | \$2,534.70 | |
| Ceanothus Gloriosus 'Emily Brown' | 701 | \$2.60 | \$1,822.60 | |
| Ceanothus 'Yankee Point' | 372 | \$2.20 | \$818.40 | |
| Cistus Purpureus | 2,532 | \$2.25 | \$5,697.00 | |
| Dasyiron Wheeleri | 1,644 | \$2.60 | \$4,274.40 | |
| Denramecon Hafordii | 639 | \$3.10 | \$1,980.90 | |
| Hemerocallis Hybrid | 404 | \$2.25 | \$909.00 | |
| Hesperaloe Parviflora | 3,409 | \$2.25 | \$7,670.25 | |
| Heteromeles Arbutifolia | 396 | \$3.60 | \$1,425.60 | |
| Loropetalum Chinese | 119 | \$2.40 | \$285.60 | |
| Mahonia Repens | 1,560 | \$3.80 | \$5,928.00 | |
| Muhlenbergia Capillaris 'Regal Mist' | 823 | \$2.25 | \$1,851.75 | |
| Muhlenbergia Rigens | 2,148 | \$2.10 | \$4,510.80 | |
| Myoporum Parvifolium 'Putah Creek' | 678 | \$2.40 | \$1,627.20 | |
| Parthenocissus Tricuspidata | 45 | \$28.50 | \$1,282.50 | |
| Penstemon Barbatus 'Navigator' | 3,459 | \$1.80 | \$6,226.20 | |
| Pennisetum Setaceum 'Rubrum' | 684 | \$2.60 | \$1,778.40 | |
| Photinia Fraseri | 205 | \$2.25 | \$461.25 | |
| Phormium 'Wings of Gold' | 436 | \$3.10 | \$1,351.60 | |
| Pittosporum Tobira 'Variegatum' Mock Orange | 313 | \$2.20 | \$688.60 | |
| Prunus Illicfolia | 365 | \$2.60 | \$949.00 | |
| Rhamus Californica | 554 | \$3.10 | \$1,717.40 | |
| Ribes Viburnifolium | 327 | \$3.10 | \$1,013.70 | |
| Rosa Floribunda 'Bright Pink Iceburg' | 151 | \$2.80 | \$422.80 | |
| Rosmarinus Officinalis 'Huntington Carpet' | 16,368 | \$2.10 | \$34,372.80 | |
| Salvia Celevelandii 'Winnifield Gilman' | 657 | \$2.10 | \$1,379.70 | |
| Salvia Leucantha | 1,803 | \$2.10 | \$3,786.30 | |
| Westingia Fruticosa | 135 | \$2.10 | \$283.50 | |
| Xylosma Congestum | 98 | \$2.25 | \$220.50 | |

APPENDIX C

CITY OF LAGUNA NIGUEL – CROWN VALLEY PARK CONSTRUCTION COST DATA

Laguna Niguel - Crown Valley Community Park
Source: Bid Results, 2014

Summary

| | | |
|----------------------------|--------------------|-------|
| | Total Costs | |
| Land Acquisition | | n/a |
| Construction | \$4,599,531 | |
| | | |
| Park Acres | | 18.00 |
| Construction Cost per Acre | \$255,529 | |

| Improvement/Construction Costs Detail | | | | | | |
|---|-----------------|----|------------------|-----------------|---------------------|--------------------|
| <u>Description</u> | | | <u>Unit Cost</u> | <u>Subtotal</u> | <u>Total</u> | <u>Grand Total</u> |
| General | Quantity | | | | \$177,052.00 | |
| Mobilization (Not to exceed 2% of contract price) | 1.00 | LS | \$90,000.00 | \$90,000.00 | | |
| Develop Construction Water | 1.00 | LS | \$9,740.00 | \$9,740.00 | | |
| Payment and Performance Bonds | 1.00 | LS | \$68,850.00 | \$68,850.00 | | |
| Construction Field Office | 1.00 | LS | \$6,377.00 | \$6,377.00 | | |
| Traffic Control | 1.00 | LS | \$2,085.00 | \$2,085.00 | | |
| Site Preparation | | | | | \$28,907.38 | |
| Clearing and Grubbing | 1.58 | AC | \$11,361.00 | \$17,950.38 | | |
| Install Temporary Construction Chain Link Fence | 1.00 | LS | \$10,957.00 | \$10,957.00 | | |
| Rough Grading | | | | | | |
| Over Excavation (5 ft average) unsuitable material excavation and recompaction (keyway) | 13,010.00 | CY | \$6.50 | \$84,565.00 | \$171,342.00 | |
| Amphitheatre - 4" PVC Schedule 40 Perforated Pipe | 3,280.00 | CY | \$8.60 | \$28,208.00 | | |
| Back Drain with Filter Material | 304.00 | LF | \$50.00 | \$15,200.00 | | |
| 4" PVC Schedule 40 Pipe | 135.00 | LF | \$21.00 | \$2,835.00 | | |
| On-Site Export Materials Disposal/Handling | 3,070.00 | CY | \$8.00 | \$24,560.00 | | |
| Erosion Control (Entire Site) | 1.00 | LS | \$15,974.00 | \$15,974.00 | | |
| Demolition | | | | | \$71,950.00 | |
| Exist Amphitheatre Area - Demolition | 1.00 | LS | \$40,433.00 | \$40,433.00 | | |
| Ex. Spray Ground Play Area - Demolition | 1.00 | LS | \$31,517.00 | \$31,517.00 | | |
| Precise Grading Construction - Amphitheatre | | | | | \$120,902.00 | |
| 6" Curb per OCPW STD 120-2 | 103.00 | LF | \$18.00 | \$1,854.00 | | |
| 3' Cross Gutter | 69.00 | SF | \$17.00 | \$1,173.00 | | |
| 4" AC/10" AB | 1,271.00 | SF | \$10.00 | \$12,710.00 | | |
| Sidewalk Access Ramp | 1.00 | EA | \$1,768.00 | \$1,768.00 | | |
| Grade Keyway 5'x15' | 150.00 | CY | \$36.28 | \$5,442.00 | | |
| Replace Salvaged Gate | 1.00 | EA | \$3,305.00 | \$3,305.00 | | |
| 0" to 6" Curb Transition | - | LF | \$0.00 | \$0.00 | | |
| 0" Curb per OCPW STD 120-2 | - | LF | \$0.00 | \$0.00 | | |
| 10" Wide Seatwall | 122.00 | LF | \$222.00 | \$27,084.00 | | |
| Seatwall (18" Wall Retaining-Note 18) | 112.00 | LF | \$243.00 | \$27,216.00 | | |
| Concrete (Retaining Wall-H-Varies) | 400.00 | SF | \$75.83 | \$30,332.00 | | |
| 12" Wide Border with Grooves | 1.00 | EA | \$185.00 | \$185.00 | | |
| Landscape Tie Steps | 3.00 | EA | \$692.00 | \$2,076.00 | | |
| Seatwall (18" Wall Retaining-Note 20) | 23.00 | LF | \$263.00 | \$6,049.00 | | |
| DG Trail | 427.00 | SF | \$4.00 | \$1,708.00 | | |
| Drainage Construction - Amphitheatre | | | | | \$76,222.00 | |
| 4" PVC Subdrain | 19.00 | LF | \$23.00 | \$437.00 | | |
| 4" Perforated Pipe | 447.00 | LF | \$27.00 | \$12,069.00 | | |
| 6" PVC | 257.00 | LF | \$26.00 | \$6,682.00 | | |
| 8" PVC | 153.00 | LF | \$27.00 | \$4,131.00 | | |
| Connect to Ex Storm Drain | 4.00 | EA | \$1,147.00 | \$4,588.00 | | |
| 12" Area Drain Conc. V-Ditch | 4.00 | EA | \$600.00 | \$2,400.00 | | |
| 12" Landscape Drain | 7.00 | EA | \$230.00 | \$1,610.00 | | |
| 18" Area Drain | - | EA | \$0.00 | \$0.00 | | |
| 12" Area Drain | 1.00 | EA | \$599.00 | \$599.00 | | |
| 1' Concrete Wide V-Ditch | 190.00 | LF | \$33.00 | \$6,270.00 | | |
| 18" N-12 HDPE Pipe | 293.00 | LF | \$33.00 | \$9,669.00 | | |
| 4" Trench Drain | 82.00 | LF | \$151.00 | \$12,382.00 | | |
| Concrete Cradle | - | LF | \$0.00 | \$0.00 | | |
| 24" HDPE Pipe Manhole | 2.00 | EA | \$3,711.00 | \$7,422.00 | | |
| 6" Clean-Out | 3.00 | EA | \$995.00 | \$2,985.00 | | |
| Trench Backfill/PVMT Repair | 131.00 | SF | \$38.00 | \$4,978.00 | | |
| Construction - Amphitheatre | | | | | \$5,749.00 | |
| Accessible Stall Striping | 144.00 | SF | \$17.00 | \$2,448.00 | | |
| Accessible Parking Sign | 2.00 | EA | \$522.00 | \$1,044.00 | | |
| 4" Wheel Stop | 2.00 | EA | \$116.00 | \$232.00 | | |
| Stall Striping | 18.00 | LF | \$7.00 | \$126.00 | | |
| Re-Stripe Hump Markings | 2.00 | EA | \$407.00 | \$814.00 | | |
| Re-Stripe Crosswalk | 31.00 | LF | \$35.00 | \$1,085.00 | | |

| Improvement/Construction Costs Detail | | | | | | | | |
|---|-----------|----|-------------|-------------|--------------|-------------|--------------|--|
| Description | | | Unit Cost | Subtotal | Total | Grand Total | | |
| Site Amenities - Amphitheatre | | | | | | | | |
| Concrete A: Natural Color | 6,463.00 | SF | \$8.00 | \$51,704.00 | \$295,322.00 | | | |
| Concrete B: Salmon Colored, 24" Scored | 140.00 | SF | \$16.00 | \$2,240.00 | | | | |
| Concrete C: Mesa Buff Colored Banding | 686.00 | SF | \$10.00 | \$6,860.00 | | | | |
| Concrete D: Checkerboard Finish, MICA, 24" Scored | 1,182.00 | SF | \$16.00 | \$18,912.00 | | | | |
| Concrete F: Salmon Colored | 937.00 | SF | \$12.00 | \$11,244.00 | | | | |
| Decomposed Granite | 28.00 | CY | \$143.00 | \$4,004.00 | | | | |
| Concrete Mowstrip | 195.00 | LF | \$11.00 | \$2,145.00 | | | | |
| Concrete Risers | 236.00 | LF | \$29.00 | \$6,844.00 | | | | |
| Stage Ramp Railing | 60.00 | LF | \$427.00 | \$25,620.00 | | | | |
| Parking Lot Ramp Railing | 84.00 | LF | \$143.00 | \$12,012.00 | | | | |
| Concrete Curb | 23.00 | LF | \$38.00 | \$874.00 | | | | |
| Amphitheatre Stage Stone Structure | 1.00 | EA | \$81,596.00 | \$81,596.00 | | | | |
| Amphitheatre Overhead Framework | 1.00 | EA | \$8,696.00 | \$8,696.00 | | | | |
| Amphitheatre Stage Lighting | 1.00 | LS | \$62,571.00 | \$62,571.00 | | | | |
| Site Furniture | | | | | | | | |
| Trash Receptacles | 5.00 | EA | \$1,240.00 | \$6,200.00 | | | \$25,078.00 | |
| Recycled Material Receptacle | 3.00 | EA | \$1,240.00 | \$3,720.00 | | | | |
| Bench | 1.00 | EA | \$1,559.00 | \$1,559.00 | | | | |
| Botanical Preserve Sign with Pilasters | 1.00 | EA | \$5,382.00 | \$5,382.00 | | | | |
| Grading Edge Adjustments | 1.00 | EA | \$8,217.00 | \$8,217.00 | | | | |
| Irrigation - Amphitheatre | | | | | | | | |
| Automatic Irrigation System | 36,703.00 | SF | \$2.00 | \$73,406.00 | \$86,074.00 | | | |
| Automatic Controller | 1.00 | EA | \$12,668.00 | \$12,668.00 | | | | |
| Planting - Amphitheatre | | | | | | | | |
| Soil Preparation and Weed Abatement | 36,703.00 | SF | \$0.40 | \$14,681.20 | \$100,774.20 | | | |
| Sodded Turf - Amphitheatre | 30,905.00 | SF | \$1.00 | \$30,905.00 | | | | |
| Artificial Turf | 2,208.00 | SF | \$15.00 | \$33,120.00 | | | | |
| 3" Thick Layer of Mulch | 5,798.00 | SF | \$0.50 | \$2,899.00 | | | | |
| 36" Box Tree | 5.00 | EA | \$913.00 | \$4,565.00 | | | | |
| 5 Gallon Shrub | 324.00 | EA | \$18.00 | \$5,832.00 | | | | |
| 1 Gallon Shrub | 731.00 | EA | \$12.00 | \$8,772.00 | | | | |
| Post Installation Maintenance - Amphitheatre | | | | | | | | |
| 90 Day Maintenance | 36,703.00 | SF | \$0.30 | \$11,010.90 | \$11,010.90 | | | |
| Precise Grading Construction - Sprayground Play Area | | | | | | | | |
| 6" Curb per OCPW STD 120-2 | 322.00 | LF | \$14.00 | \$4,508.00 | \$205,206.00 | | | |
| 4" HMA Over 6" AB | 3,233.00 | SF | \$6.00 | \$19,398.00 | | | | |
| 4" Sidewalk | - | SF | \$0.00 | \$0.00 | | | | |
| 0" to 6" Curb Transition | 52.00 | LF | \$14.00 | \$728.00 | | | | |
| 0" Curb per OCPW STD 120-2 | 43.00 | LF | \$16.00 | \$688.00 | | | | |
| 8" Wide Seatwall | 242.00 | LF | \$242.00 | \$58,564.00 | | | | |
| Concrete (Retain) Wall | 720.00 | SF | \$87.00 | \$62,640.00 | | | | |
| Retaining Wall (2:1 Backfill) | 320.00 | SF | \$101.00 | \$32,320.00 | | | | |
| 6" CMU Wall | 70.00 | LF | \$174.00 | \$12,180.00 | | | | |
| 12" Wide Border with Grooves (At H/C Ramps) | 4.00 | EA | \$1,224.00 | \$4,896.00 | | | | |
| Seatwall (18" Wall Retaining-Note 20) | 46.00 | LF | \$146.00 | \$6,716.00 | | | | |
| Seatwall (18" Wall Retaining-Note 18) | 8.00 | LF | \$321.00 | \$2,568.00 | | | | |
| Drainage Construction - Sprayground Play Area | | | | | | | | |
| 4" PVC Subdrain | 274.00 | LF | \$25.00 | \$6,850.00 | | | \$102,428.00 | |
| 4" Perforated Pipe | 438.00 | LF | \$28.00 | \$12,264.00 | | | | |
| 6" PVC | 457.00 | LF | \$29.00 | \$13,253.00 | | | | |
| 8" PVC | 265.00 | LF | \$30.00 | \$7,950.00 | | | | |
| Connect to Ex Storm Drain | - | EA | \$0.00 | \$0.00 | | | | |
| 12" Area Drain Conc. V-Ditch | 11.00 | EA | \$600.00 | \$6,600.00 | | | | |
| 12" Landscape Drain | - | EA | \$0.00 | \$0.00 | | | | |
| 6" Landscape Drain | 17.00 | EA | \$246.00 | \$4,182.00 | | | | |
| 12" Area Drain | 5.00 | EA | \$599.00 | \$2,995.00 | | | | |
| 18" Area Drain | - | EA | \$0.00 | \$0.00 | | | | |
| 1' Concrete Wide V-Ditch | 341.00 | LF | \$33.00 | \$11,253.00 | | | | |
| 18" PVC | - | LF | \$0.00 | \$0.00 | | | | |
| Connect to Rain Drop Box | 1.00 | EA | \$432.00 | \$432.00 | | | | |
| 4" Trench Drain | 111.00 | LF | \$154.00 | \$17,094.00 | | | | |
| 12" PVC | 26.00 | LF | \$34.00 | \$884.00 | | | | |
| 4" Trench Drain | 62.00 | LF | \$168.00 | \$10,416.00 | | | | |
| J5 Type VI | 2.00 | EA | \$2,635.00 | \$5,270.00 | | | | |
| 24" HDPE | - | LF | \$0.00 | \$0.00 | | | | |
| 6" Clean-Out | 3.00 | EA | \$995.00 | \$2,985.00 | | | | |

| Improvement/Construction Costs Detail | | | | | | | | |
|---|-----------|-----|--------------|--------------|----------------|-------------|-------------|--|
| Description | | | Unit Cost | Subtotal | Total | Grand Total | | |
| Wet Utility Services - Sprayground Play Area | | | | | | | | |
| Install 2" Backflow Preventer | 2.00 | EA | \$5,758.00 | \$11,516.00 | \$41,192.00 | | | |
| 2" PVC Water Line | 190.00 | LF | \$13.00 | \$2,470.00 | | | | |
| Point of Connection to Building | 3.00 | EA | \$498.00 | \$1,494.00 | | | | |
| Connect to Ex Service | 2.00 | EA | \$492.00 | \$984.00 | | | | |
| Connect to Ex 1" Water Line | 1.00 | EA | \$171.00 | \$171.00 | | | | |
| 4" SDR-35 PVC Sewer Pipe | 72.00 | LF | \$31.00 | \$2,232.00 | | | | |
| Remove Cleanout and Join | 2.00 | EA | \$603.00 | \$1,206.00 | | | | |
| Connect to Drain Pipe | 1.00 | EA | \$455.00 | \$455.00 | | | | |
| Remove 1" Water Line | 78.00 | LF | \$8.00 | \$624.00 | | | | |
| Water Meter | 2.00 | EA | \$10,020.00 | \$20,040.00 | | | | |
| Storm Drain Construction - Sprayground Play Area | | | | | | | | |
| 24" RCP | 108.00 | LF | \$185.00 | \$19,980.00 | | | \$37,029.00 | |
| Adjust Existing MH | 1.00 | EA | \$1,584.00 | \$1,584.00 | | | | |
| Remove Ex 24" RCP | 545.00 | LF | \$22.00 | \$11,990.00 | | | | |
| Concrete Saddle | 31.00 | LF | \$73.00 | \$2,263.00 | | | | |
| Concrete Collar | 3.00 | EA | \$404.00 | \$1,212.00 | | | | |
| Construction - Sprayground Play Area | | | | | | | | |
| Accessible Stall Striping | 143.00 | SF | \$17.00 | \$2,431.00 | \$23,330.00 | | | |
| Accessible Parking Sign | 2.00 | EA | \$522.00 | \$1,044.00 | | | | |
| 4" Wheel Stop | 2.00 | EA | \$116.00 | \$232.00 | | | | |
| Stall Striping | 278.00 | LF | \$7.00 | \$1,946.00 | | | | |
| Re-Stripe Crosswalk | 51.00 | LF | \$35.00 | \$1,785.00 | | | | |
| Erosion Control | 1.00 | LS | \$15,892.00 | \$15,892.00 | | | | |
| Site Amenities - Sprayground Play Area | | | | | | | | |
| Concrete A: Natural Color | 5,316.00 | SF | \$8.00 | \$42,528.00 | \$1,496,502.00 | | | |
| Concrete B: Salmon Colored, 24" Scored | 285.00 | SF | \$17.00 | \$4,845.00 | | | | |
| Concrete C: Mesa Buff Colored Banding | 760.00 | SF | \$10.00 | \$7,600.00 | | | | |
| Concrete E: Checkerboard Finish, 48" Scored | 3,334.00 | SF | \$15.00 | \$50,010.00 | | | | |
| Concrete F: Salmon Colored | 640.00 | SF | \$13.00 | \$8,320.00 | | | | |
| Concrete G: Salmon with Mica Feldspar | 179.00 | SF | \$22.00 | \$3,938.00 | | | | |
| Concrete Risers | 252.00 | LF | \$23.00 | \$5,796.00 | | | | |
| Concrete Curb | 165.00 | LF | \$20.00 | \$3,300.00 | | | | |
| Concrete Mowstrip | 150.00 | LF | \$14.00 | \$2,100.00 | | | | |
| Mosaic | 1.00 | LS | \$6,492.00 | \$6,492.00 | | | | |
| Architectural Art Panel | 3.00 | LS | \$5,797.00 | \$17,391.00 | | | | |
| 42" High Guardrail | 90.00 | LF | \$416.00 | \$37,440.00 | | | | |
| Handrail at Steps and Ramps - Play Area | 321.00 | LF | \$485.00 | \$155,685.00 | | | | |
| Concrete Cheek Wall/Curb | 190.00 | LF | \$191.00 | \$36,290.00 | | | | |
| 42" Tubular Steel Fence with Embellishments | 185.00 | LF | \$536.00 | \$99,160.00 | | | | |
| 6' High, Water Feature, Tubular Steel Fence | 146.00 | LF | \$450.00 | \$65,700.00 | | | | |
| Entry Archway with Columns - No Gates | 2.00 | SET | \$29,212.00 | \$58,424.00 | | | | |
| 6' High Tubular Steel Service Gates | 2.00 | SET | \$13,333.00 | \$26,666.00 | | | | |
| 6' x 5' High Tubular Steel Service Gates | 1.00 | SET | \$4,116.00 | \$4,116.00 | | | | |
| 6' x 10' High Tubular Steel Service Gates | 1.00 | SET | \$7,189.00 | \$7,189.00 | | | | |
| 6' High Pilasters | 3.00 | EA | \$5,411.00 | \$16,233.00 | | | | |
| 4' High Pilaster | 1.00 | EA | \$5,382.00 | \$5,382.00 | | | | |
| 30" High Pilasters | 9.00 | EA | \$2,551.00 | \$22,959.00 | | | | |
| Service Switchgear Total | 1.00 | LS | \$124,609.00 | \$124,609.00 | | | | |
| Site Lighting Fixtures | 1.00 | LS | \$684,329.00 | \$684,329.00 | | | | |
| Architecture - Sprayground Play Area | | | | | | | | |
| Restroom and Pump Room Building | 682.00 | SF | \$700.00 | \$477,400.00 | \$555,839.00 | | | |
| Outdoor Shower and Drain to Sewer | 1.00 | EA | \$10,319.00 | \$10,319.00 | | | | |
| Life Guard Chair | 2.00 | EA | \$1,780.00 | \$3,560.00 | | | | |
| Shade Canopy at Picnic and Water Feature Areas | 3.00 | EA | \$21,520.00 | \$64,560.00 | | | | |
| Site Furniture - Sprayground Play Area | | | | | | | | |
| ADA Picnic Table | 4.00 | EA | \$2,386.00 | \$9,544.00 | \$73,962.00 | | | |
| Picnic Table | 5.00 | EA | \$2,131.00 | \$10,655.00 | | | | |
| Bench | 11.00 | EA | \$1,559.00 | \$17,149.00 | | | | |
| Trash Receptacles | 11.00 | EA | \$1,240.00 | \$13,640.00 | | | | |
| Bike Rack | 1.00 | EA | \$934.00 | \$934.00 | | | | |
| Recycled Material Receptacle | 10.00 | EA | \$2,204.00 | \$22,040.00 | | | | |
| Play Equipment - Sprayground Play Area | | | | | | | | |
| Water Spray Ground Features with Recycling Pump | 1.00 | CY | \$259,705.00 | \$259,705.00 | \$698,935.00 | | | |
| Playground Equipment and GFRC Amenities | 2.00 | SET | \$174,882.00 | \$349,764.00 | | | | |
| Ruberized Surfacing | 2,495.00 | SF | \$26.00 | \$64,870.00 | | | | |
| Water Spray Ground - Natural Color with Glass | 934.00 | SF | \$19.00 | \$17,746.00 | | | | |
| Sand Colored Concrete | 685.00 | SF | \$10.00 | \$6,850.00 | | | | |
| Irrigation - Sprayground Play Area | | | | | | | | |
| Automatic Irrigation System | 20,212.00 | SF | \$2.00 | \$40,424.00 | \$53,092.00 | | | |
| Automatic Controller | 1.00 | EA | \$12,668.00 | \$12,668.00 | | | | |

| Improvement/Construction Costs Detail | | | | | | |
|--|-----------|----|------------|-------------|-------------|-------------|
| Description | | | Unit Cost | Subtotal | Total | Grand Total |
| Planting - Spravground Play Area | | | | | | |
| Soil Preparation and Weed Abatement | 20,212.00 | SF | \$0.50 | \$10,106.00 | \$87,719.60 | |
| Sodded Turf | 5,929.00 | SF | \$0.90 | \$5,336.10 | | |
| 3" Thick Layer of Mulch | 14,283.00 | SF | \$0.50 | \$7,141.50 | | |
| 60" Box Tree | 1.00 | EA | \$5,481.00 | \$5,481.00 | | |
| 48" Box Tree | 3.00 | EA | \$1,495.00 | \$4,485.00 | | |
| 36" Box Tree | 24.00 | EA | \$889.00 | \$21,336.00 | | |
| 5 Gallon Shrub | 882.00 | EA | \$19.00 | \$16,758.00 | | |
| 1 Gallon Shrub | 1,423.00 | EA | \$12.00 | \$17,076.00 | | |
| Post Installation Maintenance - Spravground Play Area | | | | | | |
| 90 Day Maintenance | 20,212.00 | SF | \$0.40 | \$8,084.80 | | \$13,509.80 |
| Landscape Ties | 155.00 | LF | \$35.00 | \$5,425.00 | | |
| Trash Enclosure | | | | | | |
| 8"x8"x16" Precision Block CMU Wall | 83.00 | LF | \$133.00 | \$11,039.00 | \$40,403.00 | |
| 4" Mon PCC Curb | 60.00 | LF | \$13.00 | \$780.00 | | |
| 6" PCC Pavement | 547.00 | SF | \$7.00 | \$3,829.00 | | |
| 6"x4" Schedule 40 Gal Steel Tube FTG | 5.00 | EA | \$552.00 | \$2,760.00 | | |
| Fab and Install Metal Gate | 36.00 | LF | \$389.00 | \$14,004.00 | | |
| Fab Slide Bolt | 3.00 | EA | \$267.00 | \$801.00 | | |
| Install 6" Schedule 40 Gal Steel Bollards | 2.00 | EA | \$487.00 | \$974.00 | | |
| Mortar Cap | 83.00 | LF | \$4.00 | \$332.00 | | |
| Type A1-6 PCC Curb | 17.00 | LF | \$27.00 | \$459.00 | | |
| 3" AC Over 4" AB Pavement | 73.00 | SF | \$12.00 | \$876.00 | | |
| Sawcut and Remove AC Pavement | 75.00 | LF | \$13.00 | \$975.00 | | |
| Remove 6" Curb | 58.00 | LF | \$16.00 | \$928.00 | | |
| Paint DBL 4" Wide Striping | 882.00 | EA | \$3.00 | \$2,646.00 | | |

APPENDIX D

CITY OF SAN MARCOS – BRADLEY PARK CONSTRUCTION COST DATA

San Marcos - Bradley Park
Source: Bradley Park Master Plan, 2014

| Summary | | | | | | |
|----------------------------|--|--|--|--|--|--------------|
| Land Acquisition | | | | | | n/a |
| Construction Costs | | | | | | \$12,492,484 |
| Park Acres | | | | | | 34.00 |
| Construction Cost per Acre | | | | | | \$367,426 |

| Improvement/Construction Costs Detail | | | | | | |
|--|---|-----------------|------------------|-----------------|--------------|---------------------|
| | <u>Description</u> | <u>Quantity</u> | <u>Unit Cost</u> | <u>Subtotal</u> | <u>Total</u> | <u>Grand Total</u> |
| | | | | | | \$12,492,484 |
| One | South Rancho Santa Fe Road on-site parking | 168 | \$552.45 | \$92,811 | | |
| | Head Start Parking Lot | 43 | \$2,866.21 | \$123,247 | | |
| | Pacific Street Parking | 107 | \$1,154.30 | \$123,510 | | |
| Two | Football/Soccer Field #1, Softball/Baseball Fields #1 & #2 | | | \$2,122,177 | | |
| | 241 Car Parking Lot with Access Drives | | | \$1,070,011 | | |
| | Center Core Area | | | \$1,275,810 | | |
| | Walking Trail | | | \$84,880 | | |
| Three | Baseball Field #1 | | | \$1,582,821 | | |
| | Softball/Baseball Field #3 & Soccer Field #4 | | | \$1,161,504 | | |
| | Softball/Baseball Field #4 | | | \$932,111 | | |
| | Restroom & Concession Building at S. Rancho Santa Fe Rd. | | | \$549,240 | | |
| | Walking Trail | | | \$84,880 | | |
| Four | Group Picnic Area at Lower Mesa | | | \$212,157 | | |
| | Football/Soccer Field #2, Softball/Baseball Fields #5 & #6 | | | \$2,122,177 | | |
| | Baseball Field #2 with Cover Play Area and Picnic Amenities | | | \$694,207 | | |
| | Baseball Field #3 | | | \$260,941 | | |

APPENDIX E

CITY OF MENIFEE – EVANS PARK AND BRADLEY BASIN PARK CONSTRUCTION COST DATA

**CITY OF MENFEE COMMUNITY SERVICES DEPARTMENT
CAPITAL PROJECTS TRACKING REPORT
CIP 2016-2021**

| PROJECT ID | PROJECT NAME | PROJECT DESCRIPTION | STATUS | TOTAL BIDDING AMOUNT | FY16/17 | FY17/18 | FY18/19 | FY19/20 | FY20/21 | FY21/22 | |
|------------|--------------|------------------------------|---|-------------------------|--------------|-------------|-----------|----------|----------|----------|--------------|
| 4 | CS004 | Street Medians | Design and construction of Landscape and Irrigation Improvements. Project areas: Cherry | 75% | \$250,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$250,000 |
| 2 | CS005 | Park Monument Improvements | New Park Monument Sign Branding at L.L. Pete Peterson, La Ladera, Lyle Marsh, Lazy Creek | In Design | \$5,000 | \$5,000 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 1 | CS006 | Picnic Shelter Improvements | Rehab City Park Picnic Shelters, Hill path of travel to shelter pad. Add shelters to various | Building | \$25,000 | \$25,000 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 2 | CS007 | Park Furnishings | Replace and install new park furnishings: Picnic tables, Park Benches, and Trash and cool | In Design | \$55,000 | \$25,000 | \$20,000 | \$10,000 | \$0 | \$0 | \$0 |
| 3 | CS008 | Park Restroom Furnishings | Replace and install New Park Restroom Furnishings per City standard specifications. | In Design | \$10,000 | \$10,000 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 3 | CS009 | Irrigation Control System | Upgrade all parks to Calsonic irrigation control system (hardware and communication | In Design | \$40,000 | \$30,000 | \$20,000 | \$10,000 | \$0 | \$0 | \$0 |
| 5 | CS010 | Evans Park Design | Engineering and technical design work for 20 acre park dedication adjacent to Paloma Valley | Conceptual Design | \$400,000 | \$50,000 | \$0 | \$0 | \$0 | \$0 | \$550,000 |
| 5 | CS011 | Evans Park Construction | Construction of 29 acre park adjacent to Paloma Valley HS | Pending Funding | \$11,000,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$11,000,000 |
| 2 | CS012 | Rancho Romano Park | Installation of permanent prefabricated restroom building | CDMG | \$156,500 | \$156,500 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 2 | CS013 | Rancho Romano Park | Removal of damaged rubberized surface and installation of new recycled pour in place rubber | CDMG | \$40,000 | \$40,000 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 2 | CS014 | Park Lighting and ADA | Replace and upgrade all park security and walkway lights to more efficient and brighter LED | Staff | \$120,000 | \$20,000 | \$20,000 | \$20,000 | \$20,000 | \$20,000 | \$20,000 |
| 5 | CS015 | Sports Field Lighting | Design and installation of Museo sports field lights at La Ladera Park demand and | Master Plan | \$40,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$40,000 |
| 1 | CS016 | Turf Conversion Design | Conceptual and final design specifications with bid documents for conversion of turf to | Conceptual Design | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 1 | CS017 | Turf Conversion Construction | Eliminate all non-essential grass turf areas in parks and convert to drought tolerant landscape | Preparing bid documents | \$1,700,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,700,000 |
| 3 | CS018 | La Ladera Park Playground | Removal of sand fill and damaged rubberized surface and installation of new recycled pour | Staff | \$50,000 | \$50,000 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 2 | CS019 | Playground Equipment | Replacement of non-compliant play equipment with City standard/specification materials (Lazy | Staff | \$40,000 | \$40,000 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 4 | CS020 | Lazy Creek Rec Center | Replacement of falling roof sections, building fascia, stucco, central HVAC, exterior lights and | Staff | \$30,000 | \$30,000 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 3 | CS021 | Parking Lot Resurfacing and | Shurry seal, curb/gutter and striping of Lazy Creek parking lot (ADA access improvements). | Staff | \$150,000 | \$150,000 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 2 | CS022 | IT Network Upgrades | Installation of data network bridge from Dept. HQ to RC Center and fiber optic connection | Building | \$30,000 | \$30,000 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 4 | CS023 | Trails (Animal Dvty & | Installation of 2/3 mile vinyl fencing, DG, signs, pet waste stations, and planters for trail not | Inventory | \$140,000 | \$40,000 | \$30,000 | \$30,000 | \$0 | \$0 | \$0 |
| 5 | CS024 | Irrigation Upgrades | Marine sprinkler system improvements, including new mainlines, replacement and new | Staff | \$30,000 | \$20,000 | \$20,000 | \$10,000 | \$0 | \$0 | \$0 |
| 1 | CS025 | AMR Park Security and Access | Installation of turner gate control, closed loop IP based video surveillance, perimeter fence | Estimates | \$20,000 | \$20,000 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 3 | CS026 | Maintenance Storage | new security doors, bollards, and window reinforcement for L.L. Pete Peterson Park | Staff | \$5,000 | \$5,000 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 5 | CS027 | Historical Monuments | Installation of monument signs and plaques in parks and along trails in the City to mark | Estimates | \$40,000 | \$40,000 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 4 | CS028 | Senior Center Improvements | Reconfiguration of one meeting room, small library, and storage room into one larger | Staff | \$51,753 | \$51,753 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 5 | CS029 | Utility Corridor Trail | Development of the McLaughlin utility corridor as a multi-use trail via an easement from SoCal | PRTC | \$3,000,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$3,000,000 |
| 2 | CS030 | Central Park Art Booth | Purchase of installable art booth for use in the art/palm pavilion at Central Park, Menifee Town | Procurement | \$55,000 | \$20,000 | \$15,000 | \$0 | \$0 | \$0 | \$0 |
| 5 | CS031 | Park Land Acquisition | Purchase of usable vacant land for the future development of parks and trails (sports, active | Procurement | \$7,500,000 | \$500,000 | \$0 | \$0 | \$0 | \$0 | \$7,000,000 |
| 3 | CS032 | Permanent Park Restrooms | Installation of prefabricated restroom buildings at existing park facilities: AMR Skatopark, Lazy | Estimates | \$250,000 | \$150,000 | \$100,000 | \$0 | \$0 | \$0 | \$0 |
| 3 | CS033 | Park Surveillance Systems | Installation of park security cameras for Network Video Recording and remote IP surveillance | Estimates | \$167,000 | \$117,000 | \$50,000 | \$0 | \$0 | \$0 | \$0 |
| 1 | CS034 | Tree Inventory/Mapping | City-wide count and placement of trees in city ROW. Includes GIS mapping of each species | Staff | \$25,000 | \$25,000 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 1 | CS035 | Trails Inventory/Mapping | City-wide assessment of existing and proposed trails. Includes GIS mapping, quantity analysis | Staff | \$55,000 | \$55,000 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 1 | CS036 | Lyle Marsh Park Improvements | Design and construction of east side of park to expand school parking, add universal | Staff | \$573,000 | \$25,000 | \$0 | \$0 | \$0 | \$0 | \$550,000 |
| 5 | CS037 | Brawley Basin Park | Design and construction of Riverside County Flood Control pumped basin facility for use as | Staff | \$2,500,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$2,500,000 |
| 1 | CS038 | Living Healthy Trail/Fitness | Installation of DG trail and fitness equipment at various locations in the City thanks to funding | Estimates | \$50,000 | \$50,000 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total | | | | | \$30,865,213 | \$3,821,238 | \$315,000 | \$40,000 | \$20,000 | \$20,000 | \$24,610,000 |

**FY 2015 - 2020 Capital Improvement Program
Community Services Department - Parks and Landscape Projects
Evans Park Construction - CS011**

| Priority | Project No. | Project Name | Total Estimated Costs | Proposed Budget | | | | | |
|--------------|-------------|--|--------------------------|-----------------|-------------|-------------|-------------|-------------|----------------------|
| | | | | FY16/17 | FY17/18 | FY18/19 | FY19/20 | FY20/21 | Beyond |
| 5 | CS011 | Evans Park Construction | | | | | | | |
| | 100 | General Fund | \$ - | | | | | | |
| | 301 | Grant Fund | \$ - | | | | | | |
| | 320 | CIP - Median Landscaping Fund | \$ - | | | | | | |
| | 420 | CSA 33 - Rancho Ramona | \$ - | | | | | | |
| | 480 | CSA 145 - West Side Facilities | \$ - | | | | | | |
| | 481 | Community Development Block Grant Fund | \$ - | | | | | | |
| | 490 | CFD 2012-1 Audie Murphy Ranch | \$ - | | | | | | |
| | 491 | CFD 2012-2 Hidden Hills | \$ - | | | | | | |
| | 492 | CFD 2014-1 Menifee Town Center | \$ - | | | | | | |
| | 494 | CFD 2015-2 City-Wide Maintenance Services | \$ - | | | | | | |
| | 503 | Park Development Impact Fees Fund, area 16 | \$ - | | | | | | |
| | 504 | Trails Development Impact Fees Fund, area 16 | \$ - | | | | | | |
| | 511 | Park Development Impact Fees Fund, area 17 | \$ - | | | | | | |
| | 512 | Trails Development Impact Fees Fund, area 17 | \$ - | | | | | | |
| | 620 | Quimby/Mitigation Park Fees Fund | \$ - | | | | | | |
| | 000 | Unfunded | \$ 11,000,000 | | | | | | \$ 11,000,000 |
| Total | | | \$ 11,000,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 11,000,000 |

2012 Evans Park Conceptual Designs



DESCRIPTION:

As the second phase of the development of the Evans Park site property, following the completion of the design/engineering project (CS010), the competitive sealed bid process would be used to complete the construction of the park site.

JUSTIFICATION:

The construction of the Evans property into a park site would fulfill the final objective/purpose for the transfer of the property to the City. It would also increase the amount of developed park acreage for the community, and particularly for the west side of the City.

SCHEDULE:

A project schedule has not yet been identified as this would be contingent upon the identification of funding for the project.

COMMENTS/NOTES:

Staff will actively pursue grant opportunities to fund this project through CA State Parks and Recreation Department: Land Water Conservation Fund, Habitat Conservation Fund, and others.

APPENDIX F

**COUNTY OF RIVERSIDE – LAWLER LODGE, JENSON ALVARADO RANCH, AND RANCHO JURUPA
PARK CONSTRUCTION COST DATA**

COUNTY OF RIVERSIDE
DEVELOPMENT IMPACT FEE
STUDY UPDATE
DRAFT FINAL REPORT
DECEMBER 18, 2013



Oakland Office:

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Orlando, FL

Phoenix, AZ
Sacramento, CA
Temecula, CA

www.willdan.com

Table 8.6: Proposed Regional Park Facilities

| Name | City/Unincorporated | Facilities (Acres) ¹ | Total Value | Offsetting Revenues | Costs Allocated to New Unincorporated Growth |
|--|---------------------|---------------------------------|--------------|---------------------|--|
| Eastern Riverside County | | | | | |
| Lake Cahuilla Recreation Area Improvements ² | City of La Quinta | N/A | \$ 600,000 | \$ 350,000 | \$ 250,000 |
| Mayflower Park Expansion & Improvements - Campsite ³ | Unincorporated | N/A | 8,000,000 | 620,000 | 7,380,000 |
| Mayflower Park Expansion & Improvements - Irrigation System ⁴ | Unincorporated | N/A | 2,000,000 | - | 2,000,000 |
| Total | | | \$10,600,000 | \$ 970,000 | \$ 9,630,000 |
| Western Riverside County | | | | | |
| Louis Robidoux Nature Center Improvements ⁵ | Unincorporated | 2.00 | \$ 234,500 | \$ 184,500 | \$ 50,000 |
| Rancho Jurupa Park/Headquarters Expansion & Improvements ⁶ | Unincorporated | 45.00 | 12,000,000 | - | 12,000,000 |
| Gilman Historic Ranch Expansion ⁷ | City of Banning | 75.00 | 2,250,000 | - | 2,250,000 |
| Lawler Lodge Expansion & Improvements ⁸ | Unincorporated | 10.00 | 3,000,000 | - | 3,000,000 |
| Lake Skinner Recreation Area Improvements, Temecula ⁹ | Unincorporated | 20.00 | 4,000,000 | 150,000 | 3,850,000 |
| Hurkey Creek Park Expansion - Water Playground ¹⁰ | Unincorporated | N/A | 1,500,000 | - | 1,500,000 |
| Jenson Alvarado Ranch Expansion - Visitor Center ¹¹ | Unincorporated | 20.00 | 6,000,000 | - | 6,000,000 |
| Bogart Park Campground Expansion ¹² | Unincorporated | 60.00 | 3,000,000 | 2,000,000 | 1,000,000 |
| Idyllwild Park ¹³ | Unincorporated | 50.00 | 3,000,000 | - | 3,000,000 |
| San Timoteo Regional Park - Campsite ¹⁴ | Unincorporated | N/A | 1,500,000 | - | 1,500,000 |
| Total | | 232.00 | \$36,484,500 | \$ 2,334,500 | \$ 34,150,000 |

¹ Approximate size of facilities provided by Riverside County.

² Zero-depth water play facility.

³ Project includes creation of an RV campground (80-100 sites), a camp store, a new boat dock (proper access to river due to river current issues), maintenance building for Park District staff, and nine (9) 400 square foot cabins with full utilities.

⁴ Water system expansion through river, storm water, and runoff storage in a lagoon serving the dual purpose of recreation for small children (due to safety issues because of Colo River current) and using surplus water for irrigation of new campground minimizing demands on domestic water.

⁵ Expansion to the entry and parking along Riverview Drive.

⁶ Ph.4 includes expansion of full hook-up campground services, RV dry storage, creation of 50-acre ft lake for water recreation using surplus water for irrigation through well & storm water (WQMD) storage.

⁷ Expansion of parking for special events, re-creation of original barn for interpretive use and maintenance area.

⁸ Facility improvements include expansion ADA accessibility within the Lodge Building. Expansion and rerouting of the existing on-site waste disposal system.

⁹ 150 full hook-up campsites, new restroom facility (1800 sq ft), ADA shade shelters, and new maintenance facility (3000 sq ft).

¹⁰ Zero-depth water play facility.

¹¹ Expansion of the Historic Ranch & Museum through property acquisition, Development of new visitors center for site orientation, artifact storage, support facilities, historic exhibits, restrooms.

¹² Redesign and expansion of primitive camp stalls (est.50-100 sites), new 500 sq ft restroom, installation of City connected sewer system, redesign and expansion of road system needed as a result of Water District's construction.

¹³ Installation of a new restroom (1000sqft), 30 new full hook-up campsites, expanding capacity of water and septic system.

¹⁴ Phase 1 kiosk (875 sq ft) and campground (estimate 75-100 campsites) on new property next to existing Historic site.

Sources: County of Riverside; Willdan Financial Services

Verbal Presentation

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: June 13, 2017

SUBJECT: Designation of City Councilmember Voting Delegates and Alternates for the League of California Cities (L.C.C.) Annual Conference, Sacramento, California September 13-15, 2017

REQUESTED ACTION: Appoint a City Councilmember as a voting delegate and alternate for the L.C.C. Annual Conference

CONTACT: Richard Belmudez, City Manager

BACKGROUND/DISCUSSION: The League of California Cities Annual Conference is being held in Sacramento, California September 13-15, 2017. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for 12:30 P.M. on Friday, September 15th, at the Sacramento Convention Center. At this meeting, the League Membership considers and takes action on resolutions that establish League policy. In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate. In the event that the designated voting delegate is unable to serve in that capacity, the City may appoint up to two alternate voting delegates.

BUDGET (or FISCAL) IMPACT: No Fiscal Impact

Reviewed by:

City Attorney _____
Interim Assistant City Manager DM
Assistant Director of Finance q

Attachments: Voting Delegate/Alternate Form

Consent:
Public Hearing:
Business Item: June 13, 2017
Other:



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by July 31, 2017

May 3, 2017

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 13 – 15, Sacramento**

The League's 2017 Annual Conference is scheduled for September 13 – 15 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for 12:30 p.m. on Friday, September 15, at the Sacramento Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 1, 2017. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

2017 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, September 1, 2017. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, September 1, 2017

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