

*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, February 23, 2016

6:30 P.M.

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

CLOSED SESSION: 6:00 P.M.

ROLL CALL:

Yarbrough, Burke, Rabb, Rogers, Busch

- A. Conference with Real Property Negotiators – Government Code
Section 54956.8
Property: APN #326-140-012
City Negotiator: Richard Belmudez, City Manager
Negotiating Parties: Malalai Behnawa
Under Negotiation: Price and terms of payment
- B. Conference with Real Property Negotiators – Government Code
Section 54956.8
Property: APN #326-071-002
APN #326-072-003
City Negotiator: Richard Belmudez, City Manager
Negotiating Parties: Susan Balistocky
Under Negotiation: Price and terms of payment

- C. Conference with Real Property Negotiators – Government Code Section 54956.8
 - Property: APN #326-062-017
APN #326-071-001
APN #326-072-005
 - City Negotiator: Richard Belmudez, City Manager
 - Negotiating Parties: Chris Shepherd
 - Under Negotiation: Price and terms of payment

- D. Conference with Real Property Negotiators – Government Code Section 54956.8
 - Property: APN #326-072-004
 - City Negotiator: Richard Belmudez, City Manager
 - Negotiating Parties: Jaqueline Fenaroli
 - Under Negotiation: Price and terms of payment

- E. Conference with Legal Counsel - Potential Litigation - Government Code Section 54956.9 (d)(4) - 2 cases

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

2. **ROLL CALL:**

Yarbrough, Burke, Rabb, Rogers, Busch

3. **INVOCATION:**

4. **PLEDGE OF ALLEGIANCE:**

Councilman Yarbrough will lead the Pledge of Allegiance.

5. **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.

6. **APPROVAL OF MINUTES:**

- A. Approve the Minutes of the Regular Joint Meeting of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and Perris Joint Powers Authority held February 9, 2016.

7. 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 Resolution Number (next in order) regarding Annual Statement of Investment Policy for Fiscal Year 2016-2017.

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, ADOPTING THE ANNUAL STATEMENT OF INVESTMENT POLICY FOR FISCAL YEAR 2016-2017

- B. Approval to award Contract to NR Development, Inc., for construction services on Metz Park existing Playground Renovation project.
- C. Approve Contract Agreement with Social Sentinel for social media threat alert service.
- D. Adopt Resolution Number (next in order) regarding the overrule of Riverside County Airport Land Use Commission (ALUC) decision that the proposed 78-unit single family residential development located on the northwest corner of Murrieta Road and Water Avenue is inconsistent with their Airport Land Use Plan. (Applicant: Tom Mungari).

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, AUTHORIZING STAFF TO COMMENCE THE PROCESS TO OVERRULE THE RIVERSIDE COUNTY AIRPORT LAND USE COMMISSION'S (ALUC) FINDING OF INCONSISTENCY FOR DEVELOPMENT PLAN REVIEW 15-00012 PLANNED DEVELOPMENT OVERLAY ZONE 15-05197 GENERAL PLAN AMENDMENT 15-0199 ZONE CHANGE 15-05200 AND TENTATIVE TRACT MAP 36797

- E. Approve Extension of Time No. 16-05001 for Tentative Tract Map 32032, located at the southeast corner of Ellis Avenue and A Street. (Applicant: James R. Hoxie).

8. PUBLIC HEARINGS:

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

- A. Consideration to adopt Resolution Number (next in order) approving Variance Case No. 15-05166, a request for a variance to allow an existing 1,950 sq. ft. home as a second dwelling unit where the Zoning Code allows a maximum size of 1,200 square feet for a second dwelling unit. A new 2,396 sq. ft. home is also proposed to be constructed as the primary unit on a 117,802 sq. ft. lot in the R-10,000 Single Family Residential Zone located at the northeast corner of Metz Road and Delines Drive. (Applicant: Joaquin Marquez).

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, APPROVING VARIANCE 15-05166 TO ALLOW AN EXISTING 1,950 SQ. FT. SINGLE FAMILY RESIDENT TO BE CONVERTED TO A SECOND DWELLING UNIT WHERE THE ZONING CODE ALLOWS A MAXIMUM SIZE OF 1,200 SQUARE FEET FOR A SECOND DWELLING UNIT AT 818 DELINES DRIVE, LOCATED AT THE NORTHEAST CORNER OF METZ ROAD AND DELINES DRIVE, AND MAKING FINDINGS IN SUPPORT THEREOF

Introduced by: Clara Miramontes, Director of Development Services

PUBLIC COMMENT:

- B. Consideration to adopt Resolution Number (next in order) regarding Perris Climate Action Plan (Planning Case 14-00092), The Perris Climate Action Plan integrates local planning efforts to support statewide greenhouse gas (GHG) emissions reduction goals, and implements the goals and policies of the Perris General Plan. (Applicant: City of Perris).

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING THE PERRIS CLIMATE ACTION PLAN (PLANNING CASE NO. 15-00092) TO ESTABLISH A BASLINE

GREENHOUSE GAS EMISSIONS PROFILE AND PROPOSE ACTIONS AND MEASURES TO REDUCE FUTURE GREENHOUSE GAS EMISSIONS, IN ACCORDANCE WITH STATE LAW, AND MAKE FINDINGS IN SUPPORT THEREOF

Introduced by: Clara Miramontes, Director of Development Services

PUBLIC COMMENT:

9. 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. 2015-2016 Mid-Year Budget Review and Capital Improvement Program Update.

Introduced by: Jennifer Erwin, Assistant Director of Finance

PUBLIC COMMENT:

10. 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.

11. 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.

12. CITY MANAGER'S REPORT:

13. 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 *dr for NS*
DATE: February 23, 2016
SUBJECT: *Approval of Minutes*

BACKGROUND: None.

FISCAL IMPACT: None.

- **RECOMMENDATION:** Motion to approve the Minutes of the Regular Joint Meeting held on February 9, 2016 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 February 9, 2016 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and Perris Joint Powers Authority

CITY OF PERRIS

MINUTES:

Date of Meeting: February 9, 2016

06:30 PM

Place of Meeting: City Council Chambers

CLOSED SESSION

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

ROLL CALL

Councilmember's Present: Rogers, Yarbrough, Burke, Rabb, Busch
Staff Member's Present: City Manager Belmudez, City Attorney Dunn and City Clerk Salazar

- A. Conference with Legal Counsel - Potential Litigation - Government Code Section 54956.9 (d)(4) - 1 case

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

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

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

2. ROLL CALL: Rogers, Yarbrough, Burke, Rabb, Busch

Councilmember's Present: Rogers, Yarbrough, Burke, Rabb, Busch

Staff Members Present: City Manager Belmudez, City Attorney Dunn, City Engineer Motlagh, Assistant City Manager Carr, Deputy City Manager Madkin, Police Captain Ford, Fire Chief Barnett, Director of Development Services Miramontes, Assistant Director of Community Services and Housing Chavez, Assistant Finance Director Erwin, Assistant Director of Public Works Hartwill, Public Information Officer Vargo and City Clerk Salazar.

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

4. PLEDGE OF ALLEGIANCE:

Mayor Pro Tem Rogers led the Pledge of Allegiance.

City Attorney Dunn reported that Closed Session was held, direction was given to staff by the City Council, but there was no reportable action.

5. 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. Proclamation presented to Riverside Community College recognizing the College District's anniversaries.
- B. Proclamation proclaiming National Teen Dating Violence and Awareness Month.
- C. Recognition of members of Girl Scout Troop 114 for planting two trees at Monument Ranch Park.
6. 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 January 26, 2016.

The Mayor called for a motion.

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

AYES: Mark Yarbrough, Tonya Burke, David Starr Rabb, Daryl Busch

NOES:

ABSENT:

ABSTAIN: Rita Rogers

7. CONSENT CALENDAR:

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

Councilman Rabb Requested that items 7.C and 7.D. be pulled for a separate vote.

**The following Councilmember spoke on item 7.D.:
Rabb**

- A. Approved the installation of traffic signal at the intersection of Ethanac and Murrieta Road.
- B. Adopted Resolution Number 4960 regarding Green Valley West-Elm Deposit and Reimbursement Agreement to start process of potential community facilities district. (Project is located in Green Valley Specific Plan area).

Resolution Number 4960 is entitled:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS APPROVING AND ORDERING THE EXECUTION OF THAT CERTAIN DEPOSIT AND REIMBURSEMENT AGREEMENT WITH GREEN VALLEY RECOVERY ACQUISITION, LLC AND MAKING CERTAIN FINDINGS AND DETERMINATIONS IN CONNECTION THEREWITH

- C. Adopted Second Reading of Ordinance Number 1323 approving Specific Plan Amendment 14-04-0001 to change the land use designation of approximately 16 acres from General Industrial to Light Industrial in the PVCC (Perris Valley Commerce Center) Specific Plan. (Applicant: Mike Naggar, Mike Naggar & Associates).

The Second Reading of Ordinance Number 1323 is entitled:

A SECOND READING OF ORDINANCE NUMBER 1323 OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA APPROVING SPECIFIC PLAN AMENDMENT 14-04-0001 TO THE PERRIS VALLEY COMMERCE CENTER (PVCC) SPECIFIC PLAN TO CHANGE THE LAND USE DESIGNATION OF APPROXIMATELY 16 ACRES FROM GENERAL INDUSTRIAL (GI) TO LIGHT INDUSTRIAL (LI) TO FACILITATE THE APPROVAL OF AN INDUSTRIAL DEVELOPMENT PROJECT LOCATED ON THE NORTH SIDE OF MARKHAM STREET BETWEEN PATTERSON AND WEBSTER AVENUES, AND MAKING FINDINGS IN SUPPORT THEREOF

This item was voted on separately

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Mark Yarbrough to Approve the Second Reading of Ordinance Number 1323 as presented.

AYES: Rita Rogers, Mark Yarbrough, Daryl Busch

NOES: Tonya Burke, David Starr Rabb

ABSENT:

ABSTAIN:

- D. Adopted Second Reading of Ordinance Number 1324 approving

Specific Plan Amendment 12-10-0006 to revise the land use designation of approximately 68.99 acres from Commercial (C) and Business Professional Office (BPO) to Light Industrial (LI) and to amend the circulation plan for Patterson Avenue. (Applicant: Mike Naggar, Mike Naggar & Associates).

The Second Reading of Ordinance Number 1324 is entitled:

A SECOND READING OF ORDINANCE NUMBER 1324 OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA APPROVING SPECIFIC PLAN AMENDMENT 12-10-0006 TO THE PERRIS VALLEY COMMERCE CENTER (PVCC) SPECIFIC PLAN TO REVISE THE LAND USE DESIGNATION OF APPROXIMATELY 68.99 ACRES FROM COMMERCIAL (C) AND BUSINESS PROFESSIONAL OFFICE (BPO) TO LIGHT INDUSTRIAL (LI) AND TO AMEND THE CIRCULATION PLAN TO REMOVE PATTERSON AVENUE CONNECTION TO RAMONA EXPRESSWAY TO FACILITATE THE APPROVAL OF AN INDUSTRIAL DEVELOPMENT PROJECT LOCATED NORTH OF RAMONA EXPRESSWAY BETWEEN THE I-215 FREEWAY AND WEBSTER AVENUE, AND MAKING FINDINGS IN SUPPORT THEREOF

This item was voted on separately

The Mayor called for a motion.

M/S/C: Moved by Mark Yarbrough, seconded by Rita Rogers to Approve the Second Reading of Ordinance Number 1324 as presented.

AYES: Rita Rogers, Mark Yarbrough, Daryl Busch

NOES: Tonya Burke, David Starr Rabb

ABSENT:

ABSTAIN:

- E. Adopted Resolution Number 4961 approving Amendment to reallocate and appropriate unexpended Community Development Block Grant (CDBG) funds from the FY 2014-2015 and FY 2015-2016 Action Plan to the FY 2015-2016 Action Plan to provide additional funding to eligible improvement projects in the amount of \$220,560.42.

Resolution Number 4961 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS APPROVING AN AMENDMENT TO THE FIVE YEAR CONSOLIDATED PLAN (2014-2019) AND FISCAL YEAR 2015- 2016 ANNUAL ACTION PLAN BY REALLOCATING \$220,560.42 IN UNEXPENDED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM THE FISCAL YEAR 2014-2015 AND 2015-2016 ANNUAL

**ACTION PLAN TO THE FISCAL YEAR 2015-2016 ANNUAL
ACTION PLAN**

- F. **Approved the Second Addendum to the Professional Services Agreement with Willdan Financial Services for the formation , administration and annual reporting requirements of its Community Facilities Districts (CFD), Perris Financing Authority (PFA), Perris Joint Powers Authority (JPA), and Redevelopment Agency (RDA).**

The Mayor called for a motion.

M/S/C: Moved by Mark Yarbrough, seconded by Rita Rogers to Approve the Consent Calendar, with the exception of Items 7.C and 7.D, as presented.

AYES: Rita Rogers, Mark Yarbrough, Tonya Burke, David Starr Rabb, Daryl Busch

NOES:

ABSENT:

ABSTAIN:

8. PUBLIC HEARINGS:

- A. **Adopted Resolution Number 4962 approving an appeal by Brian Moening of the Planning Commission Conditions of Approval and allowing an auction facility "Western Construction Auction" using modular structures as permanent buildings totaling 4,900 sq. ft., located at 2021 Goetz Road. (Applicant: Brian Moening, Western Construction Auctions).**

Resolution Number 4962 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING AN APPEAL BY BRIAN MOENING OF THE PLANNING COMMISSION CONDITIONS OF APPROVAL FOR DEVELOPMENT PLAN REVIEW CASE 14-03-0025 TO ALLOW AN AUCTION FACILITY USING MODULAR BUILDINGS, TOTALING 4900 SQUARE FEET LOCATED AT 2021 GOETZ ROAD, AND MAKING FINDINGS IN SUPPORT THEREOF

This item was presented by Contract Planner Phung.

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

The following people spoke at Public Comment:

Brady McCarron

Greg Scott

The Mayor closed the Public Hearing at 7:15 p.m.

**The following Councilmember's spoke:
Yarbrough
Rogers**

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Mark Yarbrough to Approve Resolution Number 4962 noting that regarding Engineering Condition Number 10 the applicant shall dedicate 64', half-width right of way immediately and shall provide for transitional lanes (north/south) to provide for dedicated right/left turn lanes immediately.

AYES: Rita Rogers, Mark Yarbrough, Tonya Burke, David Starr Rabb, Daryl Busch

NOES:

ABSENT:

ABSTAIN:

9. **BUSINESS ITEMS:**

There were no Business Items.

Councilmember Rabb left the City Council Chambers at 7:19 p.m. and returned at 7:20 p.m.

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

The following people spoke at Public Comment:

Bill Lamb

Daryl Terrell

Mayor Pro Tem Rogers left the City Council Chambers at 7:25 p.m. and returned at 7:28 p.m.

Joshua Naggar for Cindy Espinoza

Roberta Smith - Speaking for her mother Cheryl Love

Alfredo Aguero

Eduardo Rivera

Roberto Ortiz

Robert Terrell

Elizabeth Jimenez

11. COUNCIL COMMUNICATIONS:

The following Councilmember's spoke:

Rabb

Yarbrough

Burke

Rogers

Busch

12. CITY MANAGER'S REPORT:

13. ADJOURNMENT:

There being no further business the Mayor adjourned the Regular City Council meeting at 8:11 p.m.

Respectfully Submitted,

Nancy Salazar, City Clerk

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: February 23, 2016

SUBJECT: Annual Statement of Investment Policy for Fiscal Year 2016-17

REQUESTED ACTION: Approve Resolution No. ___ to adopt the Annual Statement of Investment Policy for Fiscal Year 2016-17

CONTACT: Jennifer Erwin, Assistant Director of Finance 

BACKGROUND/DISCUSSION:

Pursuant to California Government Code Sections 53600 and 53630 et seq. and 53646, the City is required to adopt an annual investment policy by resolution.

The Statement of Investment Policy sets forth policies which shall govern the investment of the City's funds. It will be used by City officials and staff, as well as all other third-party providers of investment or investment-related services. Its purpose is to ensure the safety, liquidity, and maximum yield of all City investments and direct the prudent investment and protection of the City's funds and investment portfolio. The policy applies to all financial assets of the City of Perris, conforms to State law and is consistent with Government Code section 53600 and 53630 et seq. and 53646.

BUDGET (or FISCAL) IMPACT:

No fiscal impact.

Reviewed by:

Assistant City Manager 

Attachments: Investment Policy
Resolution

Consent

CITY OF PERRIS
STATEMENT OF INVESTMENT POLICY
Fiscal Year 2016 – 2017

I. PURPOSE

The purpose of this Investment Policy is to establish investment guidelines for the City Treasurer. Each transaction and the entire portfolio must comply with California Government Code Section 53600, et seq., and this policy.

The City Council of the City of Perris and its related authorities and agencies recognizes its responsibility to properly direct the investments of funds under its care. The purpose of this policy is to provide guidelines for the investment of funds based upon prudent cash management practices and in conformity with all applicable statutes. In instances in which the Policy is more restrictive than Federal or State law, the Policy supersedes.

II. SCOPE

This Investment Policy applies to all financial assets of the City of Perris as accounted for in the Annual Report. Funds specifically exempt from this policy include bond proceeds, employee deferred compensation plans, funds held in trust with the City with specific investments instructions, and any funds held in employee pension plans. Policy statements outlined in this document focus on the City of Perris' pooled funds, but will also apply to all other funds under the City Finance Treasurer's span of control unless specifically exempted by statute or ordinance.

The primary guiding investment policy for bond proceeds will be dictated by the bond documents governing such funds as long as the documents are approved by the City Council or related governing board. As a minimum standard for the investment of bond proceeds, the governing bond documents will have permitted investment language that follows guidelines used by one of the two largest bond insurers in the United States. Deviations from this guideline may be made with the expressed consent of the City Council.

Investments related to the City's Deferred Compensation Plans are managed by third party administrators and investments and mutual fund selection is directed by the individual Plan participants. Deferred Compensation Plans must be approved by the City Council.

III. PRUDENCE

The standard to be used by investment officials shall be that of a “prudent expert” and shall be applied in the context of managing all aspects of the overall portfolio. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.

The City Treasurer and designees appointed to manage the investment portfolio, acting within the intent and scope of this investment policy and other written procedures, and exercising due diligence, shall be relieved of personal responsibility and liability for an individual security’s credit risk or market price changes, provided deviations from expectation are reported in a timely manner and appropriation is taken to control adverse developments.

IV. INVESTMENT OBJECTIVES

All investments shall be prudently invested in order to earn a reasonable return, while awaiting application for governmental purposes. The specific objectives for all investments are ranked in order of importance.

- **Safety** – The preservation of principal is the primary objective. The City will undertake investments in a manner that ensures the preservation of capital in the overall portfolio.
- **Liquidity** – As a second objective, the investment portfolio should remain sufficiently flexible to enable the City Treasurer to meet all operating requirements, which may be reasonably anticipated. To the extent possible, the maturity of investments selected will match the projected City’s cash requirements, including an amount to cover reasonably estimated contingencies.
- **Public Trust** – In managing the investment portfolio, the City Treasurer and authorized investment officials should avoid any transactions that might impair public confidence.
- **Diversification** - The investment portfolio will be diversified to avoid risk regarding specific security types or individual financial institutions.
- **Reasonable Market Rate of Return** – All investments should be designed to attain market average rate of return through budgetary and economic cycles, consistent with the average maturity of its portfolio and the credit quality of its securities.

The investment function will have additional goals of: assuring ongoing compliance with Federal, State and local laws governing the investment of funds kept by the City, maintaining reserves for long term projects and contingencies, and establishing quality standards and limits to type of investments made and with which institutions investments are placed with.

V. DELEGATION OF AUTHORITY

Under authority granted by the City Council, the City Treasurer is responsible to invest and reinvest all unexpended funds in the City treasury. Daily management responsibility of the investment program has been delegated to the City Treasurer, who shall establish procedures for the operation consistent with this investment policy.

The City Treasurer serves as the chief investment officer for the City and is authorized to invest or deposit the City's funds in accordance with this policy, California Government Code Sections 53600, et seq., and all other related Federal and State laws. In the absence of the City Treasurer, the City Manager or his/her designee will serve as the chief investment officer. The City Treasurer may appoint deputy treasurers to act on behalf of the City. The City Treasurer will provide written authorization in delegating any of his/her authority.

The City Manager's responsibility includes establishing, monitoring and maintaining a strong system of investment controls. The City Manager will provide periodic oversight to the investment function that includes but is not limited to reviewing quarterly investment reports issued by the City Treasurer.

The City Council's primary responsibilities over the investment function includes establishing investment policies, annually reviewing such policies, reviewing quarterly investment reports issued by the City Treasurer, authorizing bond documents and other unique financing transactions, and authorizing any deviations from the City's investment policies.

The City may, in its discretion, engage the services of one or more external investment managers to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940.

VI. ETHICS AND CONFLICTS OF INTEREST

All officials, staff members and consultants involved in the investment functions will refrain from personal business activity that could conflict with the execution of the investment function or which may impair their ability to make impartial investment

decisions. Officials, staff members, and consultants will disclose to the City Manager any financial interests with a financial institution, provider, dealer or broker that conducts business with the City. Officials, staff members and consultants will further disclose any personal financial positions that could be related to the performance of the City's portfolios.

All bond issue providers including but not limited to underwriters, bond counsel, financial advisors, brokers and dealers, will disclose any fee sharing arrangements or fee splitting to the City Manager prior to the execution of any transactions. The providers must disclose the percentage share and approximate dollar amount share to the City prior to the execution of any transactions.

Additionally, the City Treasurer is required to annually file appropriate financial disclosures as required by the Fair Political Practices Commission (FPPC).

VII. INDEMNIFICATION OF INVESTMENT OFFICIALS

Any investment officer exercising his/her authority with due diligence and prudence, and in accordance with the City's Investment Policy, will not be held personally liable for any individual investment losses or for total portfolio losses.

VIII. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The City Treasurer shall maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment services in the State of California. These may include primary dealers or regional dealers that qualify under Securities & Exchange Commission rule 15C3-1 (uniform net capital rule). No public deposit shall be made except in a qualified public depository as established by state laws. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the City Treasurer with the following: (e.g. audited financial statements, proof of National Association of Security Dealers certification, trading resolution, proof of State registration, certification of having read the City's investment policy and depository contracts.

An annual review of the financial condition and registrations of qualified bidders will be conducted.

IX. AUTHORIZED AND SUITABLE INVESTMENTS

The investing of City funds is governed by the California Government Code, Sections 53600 et seq. Within the context of the limitation, the following investments are authorized, as further limited herein:

1. United States Treasury Bills, Bonds, and Notes or those for which the full faith credit of the United States is pledged for payment of principal and interest.
2. Obligations issued by Government Sponsored Enterprises such as the Government National Mortgage Association (GNMA), the Federal Farm Credit Bank System (FFCBS), the Federal Home Loan Banks (FHLB), the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), Federal Agricultural Mortgage Corporation (FAMCA) and the Tennessee Valley Authority.

Investments detailed in Item 3, 4, and 5 are further restricted to a percentage of the cost value of the portfolio in any one-issuer name to a maximum of 5%. The total value invested in any one issuer shall not exceed 5% of the issuer's net worth.

3. Bills of exchange or time drafts drawn on and accepted by commercial banks, otherwise known as banker's acceptances. Banker's acceptances purchased may not exceed 180 days to maturity or 40% of the market value of the portfolio. No more than 30% may be invested in the banker's acceptances of any one commercial bank pursuant to this section. Issuer must have short term debt obligations rate "A-1" or higher by at least one NRSRO, or long term debt obligations which are rated "A" or higher by at least one NRSRO.
4. Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical rating organization (NRSRO) that is "A" or higher, or the equivalent, by an NRSRO, having assets in excess of \$500,000,000. Purchases of eligible commercial paper may not exceed 270 days to maturity nor represent more than 10% of the outstanding paper of the issuing corporation. Purchases of commercial paper may not exceed 25% of the market value of the portfolio. Entity must have debt other than commercial paper that is rated "A" or higher by at least one NRSRO, or has commercial paper rated "A-1" or higher by at least one NRSRO.
5. Negotiable Certificates of Deposit issued by nationally or state chartered banks or state or federal savings institutions. Purchases of negotiable certificates of deposit may not exceed 30% of the total portfolio. A maturity limitation of five (5) years is applicable. Issuer must have short term debt obligations rate "A-1" or higher by at least one NRSRO, or long term debt obligations which are rated "A" or higher by at least one NRSRO.
6. Federally Insured Time Deposits (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions. The amount per institution is limited to the maximum covered under federal insurance (FDIC). No more than 30% of the portfolio will be

invested in federally insured time deposits. The maximum maturity of non-negotiable certificates of deposit shall not exceed five (5) years.

7. Certificate of Deposit Placement Service (CDARS) used to purchase certificates of deposit described in Items 5 and 6 above. No more than 30% of the total portfolio may be invested in a combination of certificates of deposit, including those purchased with CDARS. The maximum maturity for CDARS shall not exceed five (5) years.
8. Repurchase agreements, which specify terms and conditions, may be transacted with banks and broker dealers. The maturity of the repurchase agreements shall not exceed 92 days. The market value of the securities used as collateral for the repurchase agreements shall be monitored by the investment staff and shall not be allowed to fall below 102% of the value of the repurchase agreement. Repurchase agreements may not exceed 20% of the market value of the portfolio.
9. Local Agency Investment Fund (LAIF), a State of California managed investment pool, may be used up to the maximum permitted by California State Law. No more than 80% of the portfolio shall be invested in LAIF.
10. Bonds, notes, warrants, or other evidences of indebtedness of the State of California or of any local agency within the State of California, or of the other 49 states, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency or authority of the local agency. A maximum of 10% may be invested in municipal obligations and the maturity of these investments shall not exceed 5 years. In addition, the issuer itself must have a minimum credit rating of "A" or equivalent by a NRSRO.

The City Treasurer shall provide a table with each quarterly investment report that indicates compliance with the above noted percentage limit for each investment type.

X. PROHIBITED INVESTMENT VEHICLES AND PRACTICES

1. State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.
2. In accordance with Government Code, Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
3. Investment in any security that could result in a zero interest accrual if held to maturity is prohibited.
4. Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
5. Purchasing or selling securities on margin is prohibited.

6. The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.
7. The purchase of foreign currency denominated securities is prohibited
8. Mutual funds with weighted average maturities greater than 91 days
9. Investment agreements
10. Guaranteed investment agreements
11. First mortgages or trust deeds
12. Range notes
13. Interest-only strips
14. Common stocks
15. Medium term corporate notes

XI. COLLATERALIZATION

In accordance with California Government Code Section 53652, depository institutions shall secure all active and inactive deposits in excess of insured amounts, including certificates of deposits. Collateral shall be maintained with the agent of depository.

XII. SAFEKEEPING

All security transactions, including collateral for repurchase agreements, entered into by the City of Perris shall be conducted on a delivery versus payment basis. The City will utilize a third party custodian for the holding of investments.

XIII. MAXIMUM MATURITIES

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Pursuant to State law, no investments shall have a maturity in excess of five years, unless the Code specifies a shorter maximum maturity. Investments related to bond reserve funds are not subject to this maximum.

XIV. INTERNAL CONTROLS

The Finance Department shall establish a system of internal controls, which shall be reviewed by the City's independent auditors. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, and misrepresentation by third parties, unanticipated changes in financial markets, or imprudent action by employees and officers of the City.

XV. LEVERAGING

The City may not purchase investments on a margin or through a margin account. The City may not leverage its investments through the use of reverse repurchase agreements.

XVI. REPORTING

The City Treasurer or designee shall submit quarterly investment reports to the City Council within 30 days of the quarter end. This report will include elements of the quarterly reports as prescribed by Government Code Section 53646. Required elements of the quarterly report include:

1. Type of Investment
2. Name of Institution
3. Date of Maturity
4. Amount of Deposit or Cost of Security
5. Current Market Value of All Securities and Source of the Valuation
6. Rate of Return
7. Statement that the portfolio is in compliance with this investment policy and if not, the manner in which the portfolio is not in compliance
8. Statement denoting the ability of the City to meet its pool's expenditures requirements for the next six months

XVII. POLICY ADOPTION

The City of Perris Investment Policy is adopted annually by resolution of the City of Perris legislative authority. The City Treasurer and the City Manager will review the policy on an annual basis and recommend modifications to the City of Perris City Council. Whether or not modifications are made to this investment policy, the City Council will review the policy on annual basis in accordance with State law.

RESOLUTION NUMBER _____

***A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE
OF CALIFORNIA, ADOPTING THE ANNUAL
STATEMENT OF INVESTMENT POLICY FOR
FISCAL YEAR 2016-17***

WHEREAS, IN ACCORDANCE WITH California Government Code Section 53600, et seq., and the City of Perris Statement of Investment Policy, the City Finance Director/Treasurer has prepared and submitted to the City Council the Annual Statement of Investment Policy for Fiscal Year 2016-17.

WHEREAS, the City Council as the legislative body of the City recognizes its responsibility to properly direct the investments of funds under its care and provide guidelines for the investment of funds based upon prudent cash management practices and in conformity with all applicable statutes.

NOW, THEREFORE, be it resolved by the City Council of the City of Perris, as follows:

Section 1. The City Finance Director/Treasurer of the City of Perris declares the annual Statement of Investment Policy is as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though fully set forth in length.

Section 2. The Annual Statement of Investment Policy for the City of Perris for Fiscal Year 2016-17 has been adopted by the City Council for implementation by the City Finance Director/Treasurer.

ADOPTED, SIGNED and APPROVED this 23rd day of February 2016.

MAYOR OF THE CITY OF PERRIS

Attest:

CITY CLERK

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

I, Nancy Salazar, duly elected City Clerk of the City of Perris, California, do hereby certify that the foregoing Resolution Number _____, was duly adopted by the City Council of the City of Perris at the regular meeting thereof held on the 23rd day of February 2016, by the following vote:

Ayes:
Noes:
Absent:

CITY CLERK

**CITY COUNCIL
AGENDA SUBMITTAL**

Meeting Date: February 23, 2016

SUBJECT: Award of Contract to NR Development Inc., for Construction Services on Metz Park Existing Playground Renovation Project.

REQUESTED ACTION: That the City Council award a contract in the amount of \$99,500 to NR Development Inc. and authorize project contingency of up to 25% of the contract amount for additional repair work if needed and project management.

CONTACT: Daryl Hartwill, Assistant Director Public Works

BACKGROUND/DISCUSSION:

On May 14, 2013 the City Council approved the 2013-2014 Annual Action Plan for the Community Development Block Grant Program (CDBG). As part of this program, the City of Perris executed the MOU between the City of Perris and the Public Works Department for the Metz Park project. Staff subsequently requested public bid proposals to provide construction services for removal of the existing playground consisting of a tot lot and a swing set at Metz Park and replacing it with a 2-5 year old and a 5-12 year old tot lot structure,. The request for public bid was released on December 16, 2015, and closed on January 06, 2016 through Active Bidder. A total of 4 proposals were received from construction firms. Each of the firms were well qualified for the project and provided very competitive bid proposals. Proposals were received from the following seven firms:

1. NR Development Inc
2. Hunter General Engineering Inc.
3. RE Schultz Construction
4. Malibu Pacific Tennis Courts Inc.

After a thorough review and evaluation of the qualifications and experience of each firm, NR Development Inc., was determined to be the most qualified for this project. The contract amount of \$99,500 with NR Development Inc., consists of construction services for removal of the existing playground consisting of a tot lot and a swing set at Metz Park and replacing it with a 2-5 year old and a 5-12 year old tot lot structure, and other miscellaneous related improvements as required by the plans and specifications to renovate the existing playground in Metz Park.

Staff recommends that the City Council award a contract to NR Development Inc., to provide construction services for Metz Park Existing Playground Renovation Project in the amount of \$99,500 with up to 25% for additional repair work, and project management contingency (\$24,875) for a total construction budget not to exceed \$124,375.

BUDGET (or FISCAL) IMPACT: Total budget for this project is \$172,758. There is sufficient funding available from the grant for this contract.

Reviewed by
Assistant City Manager 

Attachments: Contract Services Agreement for NR Development Inc.

Consent: X
Public Hearing:
Business Item:
Other:

CITY OF PERRIS
CONTRACT FOR METZ PARK EXISTING PLAYGROUND RENOVATION PROJECT

THIS PUBLIC WORKS CONTRACT (herein "Agreement") is made and entered into this 23th day of February, 2016, by between the CITY OF PERRIS, a municipal corporation, (herein "City") and NR Development Inc., (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICE OF CONTRACTOR

1.1 Contract.

The complete contract includes all contract documents, to wit: **METZ PARK EXISTING PLAYGROUND RENOVATION PROJECT** Plans and Specifications and Information for Bidders Specification, which are incorporated by this reference as though set forth in full herein; Special Federal Provisions Attachment 1; Federal Labor Standards Provisions (HUD-4010, HUD 4010.1), as amended, Attachment 2; and the Federal Prevailing Wage General Decision Number SC-23-102-2-2015-2, and it's predetermined increase dated September 1, 2015, and SC-23-63-2-2015-1, which are incorporated by this reference as though set forth in full herein.

1.2 Scope of Services.

In compliance with all of the terms and conditions of this Agreement, the Contractor shall furnish all tools, equipment, services, apparatus, facilities, transportation, labor, building/encroachment permits, disposal and materials necessary and reasonably incidental to the removal of the existing playground consists of a tot lot and a swing set at Metz Park and replacing it with a 2-5 year old and a 5-12 year old tot lot structure, and miscellaneous related improvements in Perris, CA in strict accordance with improvements plans and Specification. Contractor warrants that all work and services set forth in the Scope of Service will be performed in a competent, professional and satisfactory manner.

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

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

competent jurisdiction.

1.4 Licenses, Permits, Fees and Assessments.

If applicable, Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

1.5 Additional Services

City shall have the right at any time during the performance of the work and services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustments in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. City and Contractor agree to negotiate the cost for additional services based on the unit pricing proposed by the Contractor in the original Bid Schedule of Values found in Section BF, "Bid Form," of Specification. City and Contractor agree that City may seek additional cost estimates from third party contractor's to perform additional services. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, while City seeks estimates from third party contractor's to perform additional services. Written orders shall be made on forms prescribed by the Contract Officer in accordance with Part I "Procedural Documents," Section CO of Specification. Any increase in compensation of up to ten percent (10%) of the Contract Sum; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services and work specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the work and services to be provided pursuant to the Scope of Services may be more costly or time consuming than the Contractor anticipates and that the Contractor shall not be entitled to additional compensation therefore.

2.0 **COMPENSATION**

2.1 Contract Sum.

For the services rendered pursuant to this Agreement, the Contractor shall be compensated, except as provided in Section 1.5, the sum of ninety nine thousands five hundred and 00/100 dollars (\$ 99,500.00), in accordance with Section GP and Section SP, "General Provisions" and "Special Provisions," respectively, of Specification and Section BF, "Bid Form," "Bid Schedule of Values" of Specification.

2.2 Method of Payment.

Contractor shall submit to the City, and invoice for services rendered prior to the date of the invoice. In accordance with Section GP and Section SP, "General Provisions" and Specification; and upon receipt and approval of invoice by the City, City shall pay Contractor within a reasonably prompt manner consistent with City's normal procedures for payable accounts, but not to exceed thirty (30) days from date received by City, unless otherwise directed by the labor compliance officer. Progress payments shall be issued upon successful completion of items listed on the bid schedule of values, and inspection made by the City, unless otherwise directed by the project manager or labor compliance officer. A retention of ten percent (10%), unless otherwise directed by the project manager shall be withheld from this payment. Upon completion of the work by the contractor, a final inspection shall be made by the City. Unless otherwise directed by the project manager or labor compliance officer, upon approval, the City shall file a Notice of Completion and a final payment will be issued (minus ten (10%) percent retention). The final retention payment shall be issued following 30 days from the filing of the Notice of Completion, unless otherwise directed by the labor compliance officer. The City must pay interest at the legal rate on any Contractor payment request not paid within 30 days of its submission when the validity of the request is not disputed and the request has been properly submitted. (Public Contract Code § 20104.50)

2.3 Retention of Funds.

Contractor hereby authorized 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 omission in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

3.0 COORDINATION OF WORK

3.1 Representative of Contractor.

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

3.2 Contract Officer.

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

3.3 Prohibition Against Subcontracting or Assignment.

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

3.4 Independent Contractor.

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

4.0 **INSURANCE, INDEMNIFICATION AND BONDS**

4.1 Insurance.

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

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

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from

any injuries or occupational diseases carrying out the work or service contemplated in this Agreement.

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

All of the above policies of insurance shall be primary insurance. The insurer shall waive all rights of subrogation and contribution it may have against the City of Perris, its officers, employees and agents, and its insurers. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or service under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverage and said Certificates of Insurance or binders are approved by the City.

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

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

4.2 Indemnification.

(a) To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Perris, its officers and their representatives, consultants, employees, directors, shareholders, successors, and assigns (individually as "Indemnities") from and against any and all damages, cost, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, attorneys, expert witnesses, consultants, or other professionals and all costs associated therewith (collectively, "Claims"), to the extent arising or claimed to arise out of, in connection with, resulting from, or related to any negligent act, error, omission or failure to act of Contractor or any of its subcontractors and their respective officers, agents, servants, employees, subcontractors, material men, suppliers or Contractor's failure to perform or negligent performance of any term, provision, covenant or condition of the Agreement or the Scope of Services, including this indemnity provision. This indemnity also applies to any Claims of any type or nature asserted on behalf of any of Contactor's subcontractors. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or

remedies which Indemnities may have under the law. Payment is not required as a condition precedent to and Indemnities' right to recover under this indemnity provision. An indemnities shall have the right to select the attorneys to represent it in the event of a Claim and at Contractor's expense. Contractor shall pay Indemnities for any attorney's fees, consultant and expert witness fees and costs incurred in enforcing this indemnification provision. This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under the Agreement or may additional insured endorsements, which may extend to Indemnities.

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

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

4.3 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or designee of the City due to unique circumstances. In the event the City's Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 5 may be changed accordingly upon receipt of written notice from the City's Risk Manager or designee; provided that the Contractor shall have the right to appeal a determination of increased coverage by the City's Risk Manager to the City Council within ten (10) days of receipt of notice from the City's Risk Manager.

4.4 Labor and Materials Bond.

Concurrently with the execution of this Agreement, Contractor shall deliver to City a labor and materials bond in a sum not less than one hundred percent of the total amount payable by terms of the Agreement, in the form provided by the City Clerk, which secures payments to subcontractors and suppliers in the event of default by Contractor. The labor and materials bond shall contain the original

notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The labor and materials bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor completely and faithfully pays all subcontractors and suppliers that have been approved in writing to perform in whole or part the services required herein. If Contractor is the provider of architectural, engineering, and land surveying services pursuant to an existing contract with City for a public work, Contractor shall not be required to post or deliver a labor and materials bond.

4.5 Performance Bond.

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

5.0 TERM

5.1 Time For Completion and Liquidated Damages.

The work for the **METZ PARK EXISTING PLAYGROUND RENOVATION PROJECT** shall commence on the _____, and shall be completed within thirty (30) calendar days from and after said date. It is expressly agreed that, except for extensions of time duly granted in writing by the City Manager and for reasons authorized in this Agreement, time shall be of the essence, and contractor shall be held responsible for liquidated damages in a sum equal to \$500.00 (five hundred dollars) for each and every day after the permitted time if the work is not completed to the City's satisfaction.

5.2 Force Majeure.

The time period(s) specified in this Agreement for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is

justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

5.3 Termination for Default of Contractor.

If the Contract Officer determines that the Contractor is in default due to the Contractor's failure to fulfill its obligations under this Agreement, City will give Contractor a written Notice of Default which will be served personally on the Contractor's representative or sent via U.S. First Class Mail to the Contractor at the address set forth in Section 8.1. The Contractor shall continue performing its obligations hereunder so long as the Contractor commences to cure such default within five (5) calendar days of service of such notice and completes the cure of such default within forty-five (45) calendar days after service of the notice, or such longer period as may be permitted by the City; provided that if the default is an immediate danger to the health, safety and general welfare, the City reserves the right to not notify the Contractor of the default and to take any and all action that may be necessary to cure the default.

If a Notice of Default is issued and the Contractor fails to cure the default within the time periods set forth in this Section, the City may take over the work and prosecute the same to completion by contract or otherwise. The City may use any portion or all of the Contract Sum to pay for said work. The Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages).

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

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

5.4 Resolution of Contractor Construction Claims.

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

in Public Contract Code Section 20104-20104.6, for resolving claims of \$375,000 or less.

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

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

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

6.1 Non-liability of City Officers and Employees

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

6.2 Conflict of Interest

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

6.3 Federal Employee Benefit Clause

No member of or delegate to the Congress of the United States, and no resident commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.

7.0 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

7.1 Covenants Against Discrimination

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed,

religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

Statement of Equal Opportunity Clause

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

- (b) Contractor will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

8.0 MISCELLANEOUS PROVISIONS

8.1 Notice

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail addressed as follows:

City

City of Perris
101 N. "D" Street
Perris, CA 92570
ATTN: Daryl Hartwill, Assistant Director Public Works

Contractor

NR Development INC.
2320 Central Ave. Unit #6
Duarte CA, 91010
ATTN: Narek Nadzharyan

8.2 Handicap Accessibility Certification.

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

8.3 Records Retention Clause Examination and Audit

Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principals. Said books and records shall be made available to the City of Perris, the State Auditor of California, the Federal Government and to any authorized representatives thereof for purposes of audit at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least five (5) years after the final payment is received by the Contractor.

8.4 Payroll Records

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

8.5 Prevailing Wages

Pursuant to State and Federal statutes, rules, orders, resolutions, and regulations, the Contractor is required to pay the higher of the State of California or Federal prevailing wages. The Contractor is required to be fully familiar with and comply with all State of California and Federal statutes, rules, regulations, orders, resolutions, and determinations which govern the payment of wages for the work and services provided for in this Agreement.

Under the State Labor Code, Contractor shall not pay less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate per diem wages for holiday, overtime, health and welfare, pension, vacation and similar purposes to all workers employed on the work described in this Agreement. The City has obtained from the Director of the Department of Industrial Relations, State of California, the determination of general prevailing rates of per diem wages believed to be applicable to the work described in this Agreement, including employer payments for health and welfare, pension, vacation and similar purposes. Contractor shall obtain from the City Clerk said General Prevailing Wage Determination, and post it in a conspicuous place

at the site of the work described in this Agreement.

8.6 Economic Opportunities for Local Area Residents and Businesses.

The work to be performed under this Agreement is on a project assisted under a Federal Community Development Block Grant from the Department of Housing and Urban Development and is subject to the Requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the unit of local government or the metropolitan area (or non-metropolitan county), as determined by the Secretary of Housing and Urban Development, in which the project is located; and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the project.

8.6 Working Hours Restriction and Penalties For Non-Compliance

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

8.7 Interpretation

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

8.8 Integration; Amendment

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

8.9 Severability

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or

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

8.10 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.

[End – Signature Page Follows]

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

CITY:
CITY OF PERRIS,
a municipal corporation

ATTEST:

Nancy Salzar, City Clerk

Richard Belmudez,
City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Eric L. Dunn, City Attorney

CONTRACTOR:
NR Development INC.
2320 Central Ave. Unit #6
Duarte CA, 91010
ATTN: Narek Nadzharyan

NOTICE OF AWARD

CITY OF PERRIS

METZ PARK EXISTING PLAYGROUND RENOVATION PROJECT

The Agency has considered the Bid submitted by you for the above described work in response to its Notice Inviting Sealed Proposals (Bids) dated December 16, 2015 and Information for Bidders.

You are hereby notified that your Bid has been accepted in the amount of \$ 99,500 and the Extract of Public Works contract Award has been forwarded to the California Department of Industrial Relations and the Division of Apprenticeship Standards.

You are required by the Information for Bidders to execute the Contract and furnish the required Contractor's Labor and Material Payment Bond, Contract Performance Bond, and Certificates of Insurance within ten (10) calendar days from the date of this Notice. Mandatory construction start date is_____.

If you fail to execute said Contract and to furnish said Bonds an Insurance Certificates within ten (10) days from the date of this Notice, said agency will be entitled to consider all your rights arising out of the Agency's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Agency will be entitled to such other rights as may be granted by law.

A mandatory pre-construction meeting for the contractor and all of his subs will be required prior to start of work and will be scheduled upon receipt of all contract documents.

You are required to return an acknowledged copy of this Notice of Award to the Agency.

Dated this _____.

City of Perris
Agency

By: **Daryl Hartwill, Assistant Director Public Works**
Title

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged

by _____ this

_____ day of _____, 20__ .

Contractor

By _____

Title _____

Contractor's California License No.

Expiration Date

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: February 23, 2016

SUBJECT: Contract Agreement for Social Sentinel web base monitoring service

REQUESTED ACTION: Approve the contract with Social Sentinel

CONTACT: Arturo Cervantes Information Technology Manager

BACKGROUND/DISCUSSION: Social Sentinel is a social threat alerting service that can enhance the ability for the city to identify risks, and assess threats being shared publicly via social media. This service will help city staff better protect our residents by identify and alerting staff and determine appropriate countermeasures.

BUDGET (or FISCAL) IMPACT: Funding for this service will have an annual per year cost of \$27,500. This amount includes yearly maintains, upgrades and real time alerts. Sufficient funding will be available in the mid-year budget 15-16

Reviewed by:

City Attorney

Assistant City Manager 

Consent

Attachments: Contract Service Agreement For Social Media Threat Alert Service

CITY OF PERRIS
CONTRACT SERVICES AGREEMENT FOR
SOCIAL MEDIA THREAT ALERT SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 1st day of February 2016, by and between the City of Perris, a municipal corporation ("City"), and Social Sentinel, Inc., a Delaware 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 "Social Sentinel Services Agreement" 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 which are made a part hereof are set forth in *Exhibit A* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit A* and any other provisions of this Agreement, the provisions of *Exhibit A* shall govern, except as otherwise specified herein.

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 terms provided in *Exhibit A* (Order Form) and incorporated herein by this reference, but not exceeding the maximum contract amount of twenty seven thousand five hundred dollars (\$27,500) for any year ("Contract Sum").

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant shall be paid as provided in *Exhibit A* (Section 3).

3.0 COORDINATION OF WORK

3.1 Representative of Consultant. Lexi Reimer or Eden Poole-Kroner 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 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, 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 terminated in accordance with *Exhibit A*.

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 make 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:

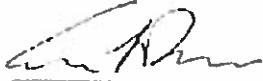
"CITY"
CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

By: _____
Richard Belmudez, City Manager

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP



Eric L. Dunn, City Attorney

"CONSULTANT"
SOCIAL SENTINEL, INC., a Delaware
corporation

By: 

Signature

Dr. Gary J. Margolis, President & CEO

By: 

Signature

Steven J. Healy, Secretary

(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"

**SOCIAL SENTINEL® SERVICES AGREEMENT
ORDER FORM**

Order Form Number:		Order Form Expiration:	1/15/2016
Sales Contact:	Lee Keker	Sales Contact Phone #:	832.260.2380

Customer Information	
Customer ("You" and "Your"):	City of Perris, CA

Customer Billing Contact	
Contact Name:	Ron Carr
Address:	101 North D Street
City, State, ZIP:	Perris, CA 92570
Title:	Assistant City Manager
Phone:	(951) 943-6100
Email:	RCarr@cityofperris.org

Customer Support Contact (Identify at least one)	
Contact Name:	Ron Carr
Address:	101 North D Street
City, State, ZIP:	Perris, CA 92570
Title:	Assistant City Manager
Phone:	(951) 943-6100
Email:	RCarr@cityofperris.org

TERM			
Annual Period 1	2/01/2016	To	1/31/2017
Annual Period 2	2/01/2017	To	1/31/2018
Annual Period 3	2/01/2018	To	1/31/2019

Service	Initial Fee for Year 1	Annual Recurring Fee
Social Sentinel® service	\$27,500	\$27,500

This Order Form, together with the attached schedule(s) (the "Schedule"), is entered into by and between Social Sentinel, Inc., a Delaware corporation ("SSI," "We," "Us," or "Our") and the customer whose name appears in this Order Form ("You" and "Your") (collectively the "Parties"). The Order Form, the Schedule and any addendums attached thereto shall collectively be referred to as the "Agreement."

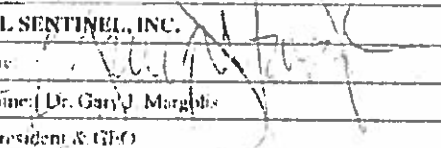
This Agreement is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and understandings between the parties including, without limitation, any prior purchase orders or requests for proposals. By signing below, You acknowledge that You have read and agreed to the terms set forth in this Agreement, including the Schedule(s) attached hereto and are authorized to execute this Agreement on behalf of Your organization.

YOU SPECIFICALLY ACKNOWLEDGE THAT, AS DETAILED BELOW, THE SERVICE PROVIDES ACCESS TO ONLY PUBLICLY AVAILABLE SOCIAL MEDIA DATA; YOU WILL NOT ATTEMPT TO USE THE SERVICE OR REPORTS THEREFROM IN ANY WAY THAT MAY RESULT IN YOU OBTAINING SOCIAL MEDIA DATA THAT IS NOT PUBLICLY AVAILABLE; AND YOUR USE OF THE SERVICE IS ENTIRELY AT YOUR RISK AND EXPENSE.

SO ACKNOWLEDGED: _____ DATE _____
(initials)

The Effective Date of this Agreement shall be the last date appearing in the signature blocks below unless otherwise defined herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as provided herein.

SOCIAL SENTINEL, INC.	Customer:
Signature: 	Signature:
Print Name: (Dr. Gary J. Margolis)	Print Name:
Title: President & CEO	Title:
Date: 11-	Date:

SCHEDULE 1
SOCIAL SENTINEL[®] SERVICES AGREEMENT
TERMS AND CONDITIONS

This Agreement describes the Services We will provide to You, how we will work together, and other aspects of our business relationship.

1. DEFINITIONS

"Annual Period" means a one-year period of time during which You receive Our Service under this Agreement. If You have an "initial period" under this Agreement, meaning a period of time shorter than one year, prior to the first Annual Period, that "initial period" is not considered an Annual Period or part of an Annual Period, unless otherwise indicated herein.

"Confidential Information" means all confidential information in oral, written, graphic, electronic or other form including, but not limited to, past, present and future keywords/phrases, refined keywords/phrases, filters, business, financial and commercial information, prices and pricing methods, trade secrets, ideas, inventions, discoveries, methods, processes, know-how, computer programs, source code, and any other data or information disclosed, whether orally, visually or in writing. Confidential Information will not include data or information which (i) is publicly available Social Media Data, (ii) is other information that was in the public domain at the time it was disclosed or falls within the public domain, except through the fault of the receiving party; (iii) was known to the receiving party at the time of disclosure without an obligation of confidentiality, as evidenced by the receiving party's written records; (iv) becomes known to the receiving party from a source other than the disclosing party without an obligation of confidentiality; or (v) is developed by the receiving party independently of the disclosing party's confidential information as demonstrated by written records.

"Documentation" means Our user guides, documentation, terms of use, and help materials specifically describing the Service, as may be made available to You and updated from time to time by Us at Our sole discretion, accessible via www.socialsentinel.com or through the Service.

"Malicious Code" means any software code or program that may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, or adversely affect access to, or the confidentiality of, any system or data, or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

"Service" means the Social Sentinel software service and related Documentation, as updated from time to time, provided by Us to You to alert You to threats shared publicly on social media and blog streams so that You may aggregate and assess such data originating from a specific geographic location or including specific keywords, hashtags or other data fields, searched inside or outside a geofence, for potential threats to security, public safety, harm, self-harm or acts of violence.

"User" means an individual who is Your employee or contractor, who is authorized by You to use the Service, and to whom You (or We at Your request) have supplied a user identification and password.

2. OUR RESPONSIBILITIES. Subject to and limited by the terms of this Agreement, We will (a) make the Service available to You pursuant to this Agreement, through remote access over the Internet, (b) provide Our standard email and telephone support for the Service to You during normal business hours Eastern Standard Time at no additional charge, and (c) use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which We will give electronic notice), (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, actions by You that may impede access to or function of the Service, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem, or Internet service provider failure or delay, and (iii) any unavailability caused by our suspension of the Services pursuant to Section 3.4.

3. PRICING.

Exhibit "A"

3.1. You agree to pay an initial fee for the first year of the Term in the amount set forth in the Order Form, and an ongoing annual recurring fee in the amount set forth in the Order Form for consecutive Annual Periods of the Term (the "Service Fee"). Except as otherwise specified herein, (i) fees are based on the rights provided herein, regardless of the amount of Your actual usage, and (ii) payment obligations are non-cancelable and fees paid are non-refundable. The Service Fee for the first year of the Term will be billed upon receipt of a fully executed copy of this agreement. Service Fees for subsequent Annual Periods of the Term will be billed at the beginning of each Annual Period. Service Fees are payable no later than thirty (30) days from receipt of the invoice. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

3.2. If You fail to make payments when due, then in addition to its other rights and remedies, We will have the right to terminate this Agreement, suspend service in accordance with Section 3.4 and/or to recover our reasonable costs and expenses, including reasonable attorneys' fees, expended in collection of such amounts due. Unpaid amounts shall accrue interest at the lesser of two percent (2%) per month or the maximum amount chargeable by law, commencing thirty (30) days from when the payment was due and continuing until fully paid.

3.3. Unless otherwise stated, Our fees and pricing do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder.

3.4. If any amount owed by You under this or any other agreement for any SSI products and/or services is thirty (30) or more days overdue, SSI may suspend Your and Your Users' access to any services, including the Services, until such amounts are paid in full.

4. TERM AND TERMINATION

4.1. The term ("Term") of this Agreement will begin on the Effective Date and continue for the Annual Periods as set forth on the Order Form.

4.2. Either party may terminate this Agreement for cause: (i) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; or (ii) immediately upon written notice to the other party of a material breach that is incapable of cure; or (iii) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

4.3. Either party may terminate this Agreement at the end of any Annual Period for its convenience upon thirty (30) days prior written notice to the other party.

4.4. Upon termination, Your access to the Service will terminate and You must discontinue all use. This section 4.4 and Sections 6-10 shall survive termination and shall remain in full force and effect. We will not refund any portion of the Service Fee for the current annual period if you terminate the Agreement for convenience under Section 4.3, or if we terminate the Agreement for cause under Section 4.2; however, you will not be billed a Service Fee for subsequent Annual Periods following termination, if any. If we terminate the Agreement for convenience under Section 4.3, we will refund a pro-rated portion of the Service Fee.

5. YOUR USE OF THE SERVICE.

5.1. You may use and access the Service solely to aggregate and assess publicly available social media and blog streams for potential threats to security, public safety, harm, self-harm or acts of violence. No other rights, express or implied, are granted by this Agreement, the Documentation, or otherwise. You are solely responsible for Users' use of the Service and compliance with this Agreement and the Documentation (including, without limitation and as applicable, the Terms of Use Agreement located at <http://www.socialsentinel.com/terms-of-use>), and for providing such computer and other resources necessary to enable such Users to utilize the Service. You will use commercially reasonable efforts to prevent unauthorized access to or use of Service, and You will notify Us promptly of any such

unauthorized access or use. You will use the Service only in accordance with applicable laws and government regulations. You agree to be contractually bound by the Twitter Terms of Service, located at <http://twitter.com/tos>.

5.2. You will not (a) make the Service available to, or use the Service for the benefit of, anyone other than You or Users, (b) sell, resell, license, sublicense, distribute, rent or lease the Service, (c) use the Service for any unlawful purpose, (d) use the Service in violation of any third-party privacy rights (e) use the Service for employment or credit check purposes, or to access non-public information, (f) use the Service to store or transmit Malicious Code, (g) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, (h) attempt to gain unauthorized access to the Service or its related systems or networks, (i) reverse engineer, reverse compile, copy, translate, modify or create derivative works of the Service or any part, feature, function or user interface thereof, or (j) use the Service in any way not permitted under this Agreement.

5.3. Through Your use of the Service, You and your Users may provide certain personal information about You, Users and/or other third parties, such as User logon credentials or search terms input for filtering (hereinafter referred to as "Personal Data"). The types of Personal Data that may be collected via the Service are set forth in our Privacy Policy and any other related information disclosure statements that We may make available to You in connection with Your use of the Service. We may collect, use and in certain limited circumstances disclose such Personal Data in accordance with Our Privacy Policy (e.g., to contractors and service providers who are assisting Us in the operation or hosting of the Service). As a condition to uploading any Personal Data to the Service and/or otherwise accessing and using the Service, You and Users are required to accept the terms of our Privacy Policy, which is incorporated herein by reference. You hereby acknowledge and agree that You have read Our current Privacy Policy, which is available at <http://www.socialsentinel.com/privacy-policy>.

5.4. You acknowledge and agree that We process such Personal Data in Our capacity as data processor, and that You remain at all times the data controller of such processing. Notwithstanding anything to the contrary, in Your capacity as data controller, it is Your exclusive responsibility to obtain all necessary consents to such processing, to convey the information notices as required by applicable law, to make any necessary filings with the appropriate data protection authorities, to enforce and comply with any request to access and/or rectify and/or delete any such Personal Data.

5.5. You agree to keep records sufficient to demonstrate Your compliance with this Agreement, including the names of Users using the Service.

6. PROPRIETARY RIGHTS. Subject to Your right to use and access the Service during the Term of this Agreement as set forth in Section 3, We will retain exclusive right, title and interest (including all intellectual property rights and other rights) in and to the Service, including all ideas, concepts, designs, software, software code, inventions and works of authorship, and all intellectual property associated therewith, and You shall have no ownership in or license to the Service or any portion thereof, nor in the intellectual property associated therewith. If You elect to provide any feedback or comments to Us related to the Services ("Feedback"), all of Your Feedback shall be Our sole and exclusive property, and We shall have the right to use and disclose such Feedback in any manner and for any purpose in Our discretion without remuneration, compensation or attribution to You, provided that We are under no obligation to use such Feedback.

7. REPRESENTATIONS, WARRANTIES, INDEMNIFICATION, EXCLUSIVE REMEDIES AND DISCLAIMERS

7.1. Each party represents and warrants that this Agreement has been duly authorized, executed and delivered and constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms.

7.2. We warrant that (a) the Service will perform materially in accordance with the applicable Documentation, and (b) We will not materially decrease the functionality of the Service during a subscription term. For any breach of an above warranty, We will use commercially reasonable efforts to cause the Service to function in accordance with the Documentation and/or to re-perform the professional services, as applicable. If We notify You that We are unable to remedy any material breach of this warranty, Your exclusive remedies are those described in Sections 4.2 (Termination) and 4.4 (Refund or Payment upon Termination).

7.3. To the extent permitted by law, You agree to indemnify, defend and hold harmless SSI, Our affiliates, employees, agents, representatives, assigns and licensors ("Related Parties") against any third party suits, actions, claims or proceedings ("Claim") arising out of or resulting from Your or Your Authorized Users' use of or reliance upon the Service, or breach of or failure to comply with any term, condition, representation or covenant under this Agreement, and You agree to indemnify and hold SSI its affiliates, employees, agents, representatives, assigns and licensors harmless from all damages, liabilities, costs and expenses, including reasonable attorneys' fees, incurred by or awarded against SSI or its affiliates, employees, agents, representatives, assigns and licensors that may result from any such third party claim.

7.4. (a) The Service provides information regarding potential threats to security, public safety, harm, self-harm or acts of violence based on publicly available social media posts ("Social Media Data"). This Social Media Data is made available to Us by one or more social media services or third party data providers. We make no representations or warranties as to the sufficiency, completeness, timeliness, authorization for access to, or accuracy of Social Media Data.

(b) We use commercially reasonable efforts in providing the Service. Any alerts provided to You by Our Service are generated by Our software service and provided to You without review by Us. You understand and agree that alerts provided by the Service may contain false positive alerts or may omit social media posts. We do not warrant that the information contained in the alerts is comprehensive, complete or accurate, and We do not assume and hereby disclaim any liability to any person or entity for any loss or damage cause by the contents or omissions in any alerts provided by the Service, whether such contents or omissions result from negligence, accident, or otherwise. You and Your Users have the ability to set geofences and add keywords and search terms to be used by Our Service ("User Added Items"). You understand and agree that User Added Items may affect the alerts provided by the Service, for example by increasing the number of false positive results.

(c) EXCEPT AS EXPRESSLY PROVIDED HEREIN, AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, BY YOUR SIGNATURE ON THIS DOCUMENT, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT YOU WILL BE SOLELY LIABLE FOR ANY CLAIM BY ANY THIRD PARTY ARISING FROM YOUR USE OF THE SERVICE. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SATISFACTORY QUALITY, OR ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. WE AND OUR AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, SUPPLIERS AND LICENSORS DISCLAIM ANY AND ALL WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, COMPLETENESS, ACCURACY AND PERFORMANCE OF THE SERVICE.

8. LIMITATION OF LIABILITY

8.1. BY YOUR SIGNATURE BELOW YOU SPECIFICALLY ACKNOWLEDGE THAT OUR TOTAL, CUMULATIVE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED AMOUNTS PAID IN THE LAST TWELVE MONTHS BY YOU UNDER THIS AGREEMENT, PROVIDED THAT, REGARDLESS OF ANY STATUTE OR LAW, NO CLAIM OR CAUSE OF ACTION, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY YOU MORE THAN TWELVE (12) MONTHS AFTER THE FACTS GIVING RISE TO THE CAUSE OF ACTION HAVE OCCURRED, REGARDLESS OF WHETHER THOSE FACTS BY THAT TIME ARE KNOWN TO, OR REASONABLY OUGHT TO HAVE BEEN DISCOVERED BY YOU. THIS LIMITATION WILL APPLY, REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF THE THEORY OF LIABILITY ON WHICH SUCH CLAIM OF DAMAGE IS BASED, BE IT IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR ANY OTHER LEGAL THEORY.

8.2. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT OR SIMILAR

DAMAGES, EVEN IF IT HAS BEEN ADVISED OF OR IS AWARE OF THE LIKELIHOOD OF SUCH DAMAGES.

8.3. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 8 AND IN THE OTHER PROVISIONS OF THIS AGREEMENT AND THE ALLOCATION OF RISK HEREIN ARE ESSENTIAL ELEMENTS OF THE BARGAIN BETWEEN THE PARTIES, WITHOUT WHICH WE WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

9. CONFIDENTIALITY

9.1. Each party will hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement (or, in the case of SSI, as otherwise set forth in Our Privacy Policy). The receiving party agrees to notify the disclosing party promptly of any unauthorized disclosure of the disclosing party's Confidential Information and to assist the receiving party in remedying any such unauthorized disclosure.

9.2. Nothing in this Agreement will be construed to restrict the parties from disclosing Confidential Information as required by law or court order or other governmental order or request, provided in each case the party requested to make such disclosure will timely inform the other party and use all reasonable efforts to limit the disclosure and maintain the confidentiality of such Confidential Information to the extent possible. In addition, the party required to make such disclosure will permit the other party to attempt to limit such disclosure by appropriate legal means.

10. GENERAL PROVISIONS

10.1. This Agreement is governed by the laws of the State of California without regard to its conflicts of laws provisions, the state and federal courts of which have sole and exclusive jurisdiction to resolve any actions or claims arising out of or in connection with this Agreement. You submit to the exclusive jurisdiction of such courts for such purpose.

10.2. This Agreement, including any items referenced herein, is the entire agreement between You and Us regarding Your use of the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the Order Form, (2) the remainder of this Agreement, and (2) the Documentation.

10.3. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, We may assign this Agreement in its entirety in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, or the assets to which this Agreement relates. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.4. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

10.5. We will not disclose the fact that You are a client of SSI to the general public or media, unless otherwise required by law, without Your prior written consent. Notwithstanding the foregoing, We may use Your name for the limited purposes of marketing or training without Your prior written consent.

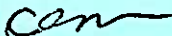
10.6. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

**CITY COUNCIL
AGENDA SUBMITTAL**

Meeting Date: February 23, 2016

SUBJECT: **OVERRULE** of Riverside County Airport Land Use Commission (ALUC) decision that the proposed 78-unit single family residential development located on the northwest corner of Murrieta Road and Water Avenue is inconsistent with their Airport Land Use Plan. Applicant: Tom Mungari

REQUESTED ACTION: **ADOPT A RESOLUTION** authorizing staff to begin the process of overruling the Riverside County ALUC inconsistency determination for the project.

CONTACT: Clara Miramontes, Director of Development Services 

BACKGROUND/DISCUSSION:

The proposed 78-unit single family residential development is on 19 acres located on the northwest corner of Murrieta Road and Water Avenue. It is in the March Air Reserve Base (March ARB) Influence Area B2 and C1, and is subject to ALUC review for compliance with their Comprehensive Land Use Plan (see Exhibit D). The site is zoned R-20,000 (see Exhibit C) and within the March ARB Influence Area (see Exhibit D). Code Section 21676.59(a) of the California Public Utilities Code states if the General Plan of a City has not been determined to be fully consistent with the ALUC Compatibility Plan, private development application is subject to ALUC review. As well, a General Plan Amendment or Zone Change requires ALUC review, regardless.

The applicant applied for formal ALUC review and a public hearing was held on January 14, 2016. The project site is located within the Compatibility Zones B2 and C1. Compatibility Zone B2 does not allow any new residential lands uses and Compatibility Zone C1 typically allow residential densities at or below 3.0 dwelling units per acre. Based on acreage of the site the 78 residential lots would result in a density of 3.9 dwelling units per acre. ALUC determined that the proposed project is inconsistent with their provisions for Airport Influence Area B2 and C1.

ALUC determinations may be overruled by a two-thirds vote of the City Council. In order to overrule the ALUC determination, the Council needs to find that this proposal is consistent with the General Plan and provides for the orderly development of the area surrounding public use airports so as to:

- Promote the overall goals and objectives of the California airport noise standards.
- Prevent the creation of new noise and safety problems.
- Protect the public health, safety and welfare by ensuring the orderly expansion of airports.
- Protect the public health, safety and welfare by the adoption of land use measures that minimize the public's exposure to excessive noise and safety hazards within areas around public airports to the extent that these areas are not already devoted to incompatible uses.

The proposed site is one of the last large undeveloped parcels for residential development in the area. The site had a previous application for a residential development. The previous project was also determined to be inconsistent by ALUC and the City initiated an overrule. However, the tract map was never completed due to the housing market downturn in 2007. In looking at the surrounding area, there is a newly established residential community "Skylark" that has similar density to the proposed project. The Skylark community was also located in the Compatibility Zones B2 and C1 and the City Council had overruled ALUC inconsistency determining on December 14, 2004. The City of Perris Municipal Code has established standard of insulation against noise for areas in vicinity of airport where the exterior community noise equivalent level exceeds 60 decibel (CNEL). Residential developments such as noise impacted areas shall be designed and constructed so as to isolate them appropriately from interior noise exposures produced by aircraft operations. As well, ALUC has provided recommended conditions of approval if an overrule is approved.

According to the Public Resources Code, the City must provide ALUC and the State Division of Aeronautics with a copy of the Council's intent and draft findings at least 45 days before a final decision is made. Therefore, the City Council is requested to review the findings contained in the draft Resolution and authorize staff to commence the ALUC overrule process. The ALUC overrule process will be done currently with the project entitlement review process by the Planning Commission and City Council.

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

PREPARED BY: Ilene Lundfelt, Associate Planner

City Attorney: N/A

Assistant City Manager: Ron Carr 

Attachments:

1. Resolution
2. Exhibits A through E
3. ALUC Report
4. Site Plan

Public Hearing: **February 23, 2016**

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AUTHORIZING STAFF TO COMMENCE THE PROCESS TO OVERRULE THE RIVERSIDE COUNTY AIRPORT LAND USE COMMISSION'S (ALUC) FINDING OF INCONSISTENCY FOR DEVELOPMENT PLAN REVIEW 15-00012 PLANNED DEVELOPMENT OVERLAY ZONE 15-05197 GENERAL PLAN AMENDMENT 15-0199 ZONE CHANGE 15-05200 AND TENTATIVE TRACT MAP 36797.

WHEREAS, the City of Perris has received an application for Development Plan Review 15-00012, Planned Development Overlay 15-05197, General Plan Amendment 15-0199, Zone Change 15-05200, and Tentative Tract Map 36797, 78-unit single family residential subdivision, located on the northwest corner of Murrieta Road and Water Avenue (see Exhibit A).

WHEREAS, the proposed project known as Perris Estates, is within the March Air Reserve Base Influence Area 2 (see Exhibit D), and is therefore subject to ALUC review as the General Plan of the City has not been determined to be fully consistent with the Airport Land Use Compatibility Plan ("ALUCP") adopted in 2014 by the Riverside County Airport Land Use Commission ("ALUC") for the March Air Reserve Base ("March ARB").

WHEREAS, at the ALUC hearing on January 14, 2016, ALUC found the proposed Development Plan Review 15-00012, Planned Development Overlay 15-05197, General Plan Amendment 15-0199, Zone Change 15-05200, and Tentative Tract Map 36797 to be inconsistent with the 2014 Air Force Air Installation Compatible Use Zone (AICUZ) studies in regards to density of over 3 dwelling units per acre in the C1 zone and no new residential development in the B2 zone, and thus inconsistent with the ALUCP as it is believed that the intent of the State Aeronautics Act allows ALUC to take into consideration the AICUZ studies as part of its determination.

THE CITY COUNCIL OF THE CITY OF PERRIS does further resolve as follows that pursuant to Public Utilities code section 21676(b), the City Council hereby intends to overrule the ALUC decision, based on the following specific findings:

1. The proposed project site is located approximately 4 miles north of the Perris Valley Airport and outside the safety zones and main approach areas.
2. The proposed project site is located approximately 19,200 feet southeasterly of the March ARB runway, and within March Air Reserve Base Influence Area. At a distance approximately 19,200 feet from the runway, Federal Aviation Administration (FAA) review would be required for any structures with top of roof

exceeding 1680 feet AMSL. The proposed grading plan despite a maximum pad elevation of approximately 1439.6 feet AMSL (on lot 1, located closest to the runway) and a maximum proposed building height of 30 feet (per the R-6,000 Zone) for a total maximum elevation of 1469.6 feet AMSL. There for the proposed residences would have a top point elevation below the runway elevation and review by FAA Obstructing Evaluation Service for height/obstruction reason would not be required.

3. Other residential developments with similar densities in the same Compatibility Zones B2 and C1 existing within the surrounding area. Tract Map 32428 "Skylark" that is just south of this project has a density of 3.5 dwelling units per acre. Tract Map 31241 that is north of the project site has a density of 5.1 dwelling units per acre. This tract is approximately 14,800 feet southeasterly of the March ARB runway.

The area surrounding the site does include residential development at varying densities with some vacant properties to the north. Densities in the more rural surrounding areas to the north, east and a portion of the area south are between 1 and 2 dwelling units per acre. The density of the area to the west is approximately 3.43 dwelling units per acre along approximately 670 feet of the site perimeter. The density of the remaining portion of the area to the south is approximately 3.19 dwelling units per acre along approximately 950 feet of the perimeter. In total, the two areas with existing densities greater than 3.0 dwelling units per acre represent approximately 1,620 feet of the total approximated 3,835 foot perimeter or approximately 42% of the perimeter.

4. In connection with adoption of General Plan 2030, and certification of a Final Environmental Impact report for General Plan 2030, the City Council found inconsistencies between the General Plan 2030 land use element and the AICUZ to be significant and unavoidable, and adopted the General plan 2030 upon finding overriding considerations. Thus, the City Council has already recognized that development within the City will not necessarily be consistent with the AICUZ.
 - i. The boundaries of the March Influence Areas within the City of Perris were adopted as part of the Riverside County ALUP in 2014 and the AICUZ studies. The ALUP 2014 influence areas were based largely on a heavily used military installation located in a rural area. Up until that time, much of the airport planning area within the City of Perris was agricultural and large-lot, rural residential

development and the need for more precisely defined Influence Area boundaries were not recognized.

In the 1990s, the Federal Government ceased or reduced military operations at several military bases throughout the United States. The bases were “realigned” for civilian use and/or military reserve uses. Subsequent to the base realignment process in 1996, March Air Force Base (AFB) became March Air Reserve Base (ARB), and portions of the former Air Force base were reserved for use as a commercial airport. The March Joint Powers Authority (JPA) was created to oversee conversion and operation of the commercial airport, March Global Port. Airport Influence Area boundaries around March AFB were adopted by the County of Riverside Airport Land Use Commission (ALUC) in May, 1986, and became part of the County’s Airport Land Use Plan (ALUP). The ALUP has not been updated since the base realignment process in the mid-1990s and does not reflect changes in aircraft operations or aircraft types.

5. City of Perris General Plan 2030 includes the following policies to recognize March ARB and ensure that the ALUP and AICUZ are considered as part of new development review:
 - i. Safety Element - Goal I - Reduce risk of damage to property or loss of life due to natural or man-made disasters.
 - ii. Safety Element - Policy I.D: Aircraft - Consult the Air Installation Compatible Use Zone (AICUZ) Land Use Compatibility Guidelines and ALUP Airport Influence Area development restrictions when considering development project applications.
 - iii. Safety Element - Implementation Measures -
 - I.D.1 Participate in March Operations Assurance Task Force to resolve inconsistencies between local land use regulations and AICUZ and ALUP policies.
 - I.D.2 Continue to notify March Air Reserve Base of new development applications and consider their input prior to making land use decisions.
6. According to Table 3-1 of the March Air Reserve Base Installation Compatible Use Zone Study (AICUZ) (2014), the project site is within the March Air Reserve Base’s 60-65 DNL Noise Zone.

ALUC's objective is that interior noise levels from aviation-related sources not exceed 40dBA CNEL. Within compatibility Zone B2, which includes land near the 65 CNEL contour, single-event noise is sufficient to disrupt many land use activities, including indoor activities if windows are open. (*Source: County of Riverside Airport Land Use Commission, January 14, 2016, Agenda Item 3.2, Staff Report, p.3*)

The proposed residential development would be generally compatible with the project aircraft-related noise levels, subject to mitigation for noise reduction to the residential buildings.

7. The following conditions shall be applied as part of the Overrule by the City, as recommended by ALUC:
 - a. Any outdoor lighting installed shall be hooded or shielded to prevent either the spillage of lumens or reflections into the sky. Outdoor lighting shall be downward facing.
 - b. The following uses shall be prohibited:
 - i. Any uses which would direct a steady light or flashing light of red, white, green or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following take off or toward an aircraft engaged in a straight final approach toward a landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator.
 - ii. Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft engaged in a straight final approach towards a landing at an airport.
 - iii. Any use which would generate excessive smoke or water vapors or which would attract large concentrations of birds, or which may otherwise affect a safe air navigation within the area. (such uses include landscaping utilizing water features, aquaculture, production of cereal grains, sunflowers, and row crops, composting operations, trash transfer stations that are open on one or more sides, recycling centers containing putrescible wastes, construction and demolition debris centers, fly ash disposal and incinerators.)
 - iv. Any uses which would generate electrical interference

that may be detrimental to the operation of aircraft and/or aircraft instrumentation.

- v. Residential care facilities, churches and religious institutions, convalescent and senior home facilities, schools and educational institutions, childcare facilities, and homes for the aged.
 - c. Prior to recordation of the final map, issuance of any building permits, or sale to an entity exempt from the Subdivision Map Act, whichever occurs first, the landowners shall convey and have recorded an aviation easement to the March Inland Port Airport Authority, Contact March Joint powers Authority at (951) 656-7000 for additional information.
 - d. The Notice of Airport in Vicinity shall be provided to all prospective purchasers of the property and tenants and/or lessees of the proposed buildings, and shall be recorded as a deed notice.
 - e. Any proposed detention basins shall be designed so as to provide for a maximum 48-hours detention period following the conclusion of the storm event for the design storm (maybe less, but not more), and to remain totally dry between rainfalls, Vegetation in and around the detention basin that would provide food or cover for bird species that would be incompatible with airport operations shall not be utilized in project landscaping.
 - f. March Air Reserve Base must be notified of any land use having an electromagnetic radiation component to assess whether a potential conflict with Air base radio communications could result. Sources of electromagnetic radiation include radio waves transmission in conjunction with remote equipment inclusive of irrigation controllers, access gates, etc.
 - g. The proposed residences must have sound attenuation features sufficient to reduce interior noise levels from exterior aviation-related sources to no more than CNEL 40dB. The City of Perris shall require an acoustical study to ensure compliance with this requirement.
8. To reduce hazards or aircraft flying near the project site, the following City standard conditions of approval are required per *PMC 16.22 Construction Located near Arterials, Railroads, and Airport*.

- a. An analysis and design report signed by and prepared under the supervision of a qualified architect or engineer shall be submitted with the application for building permits. The report shall comply with the requirements of *Section 16.22.070* and shall identify the noise sources and characteristics, provide the predicted noise spectra, indicate the basis for the prediction (measured or obtained from published data), and quantify the effectiveness of the proposed building construction to ensure that the CNEL standard of forty-five dB is met within the interior living spaces. In the event that the analysis and design report includes a challenge of the AICUZ noise contours for March Air Force Base, it shall also comply with the requirements and procedures for a challenge study.
 - b. Development Restrictions. Residential development will be considered acceptable by the city's building official for mitigating interior noise exposures if it incorporates the features described in *Section 16.22.060* of the chapter. Alternative materials and methods of construction may be permitted provided such alternatives are demonstrated to the satisfaction of the city's building official to be equivalent to those described in this chapter.
9. As shown in the above findings, the proposed project is consistent with the public safety purpose stated in the Public Utilities Code.
 10. As shown in the above findings, the proposed project promotes the overall goals and objectives of the California Airport noise standards and prevents the creation of new noise and safety problems.
 11. As shown in the above findings, the proposed project protects the public, health, safety and welfare by minimizing the public's exposure to excessive noise and safety hazards in the area around public airports.

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

Section 1. The City Council hereby overrules the Airport Land Use Commission's findings of inconsistency based on the findings listed above, and hereby direct staff to begin the required noticing in preparation of a final decision to overrule the ALUC's inconsistency determination regarding the Development Plan Review, General Plan Amendment, Zone Change, Planned Development Overlay.

Section 2. The City Council declares that should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this Resolution shall remain in full force and effect.

Section 3. The Mayor shall sign this Resolution and the City Clerk shall certify to the adoption of this Resolution.

ADOPTED, SIGNED and APPROVED this 23rd day of February 2016.

MAYOR, DARYL R. BUSCH

ATTEST:

City Clerk, Nancy Salazar

Attachments: - Exhibit A: Vicinity Map
- Exhibit B: Aerial Map
- Exhibit C: General Plan Map
- Exhibit D: March ARB Land Use Compatibility Plan
- Exhibit E: Noise Contour
- County of Riverside, Airport Land Use Commission Staff Report
January 14, 2016,
- Site Plan

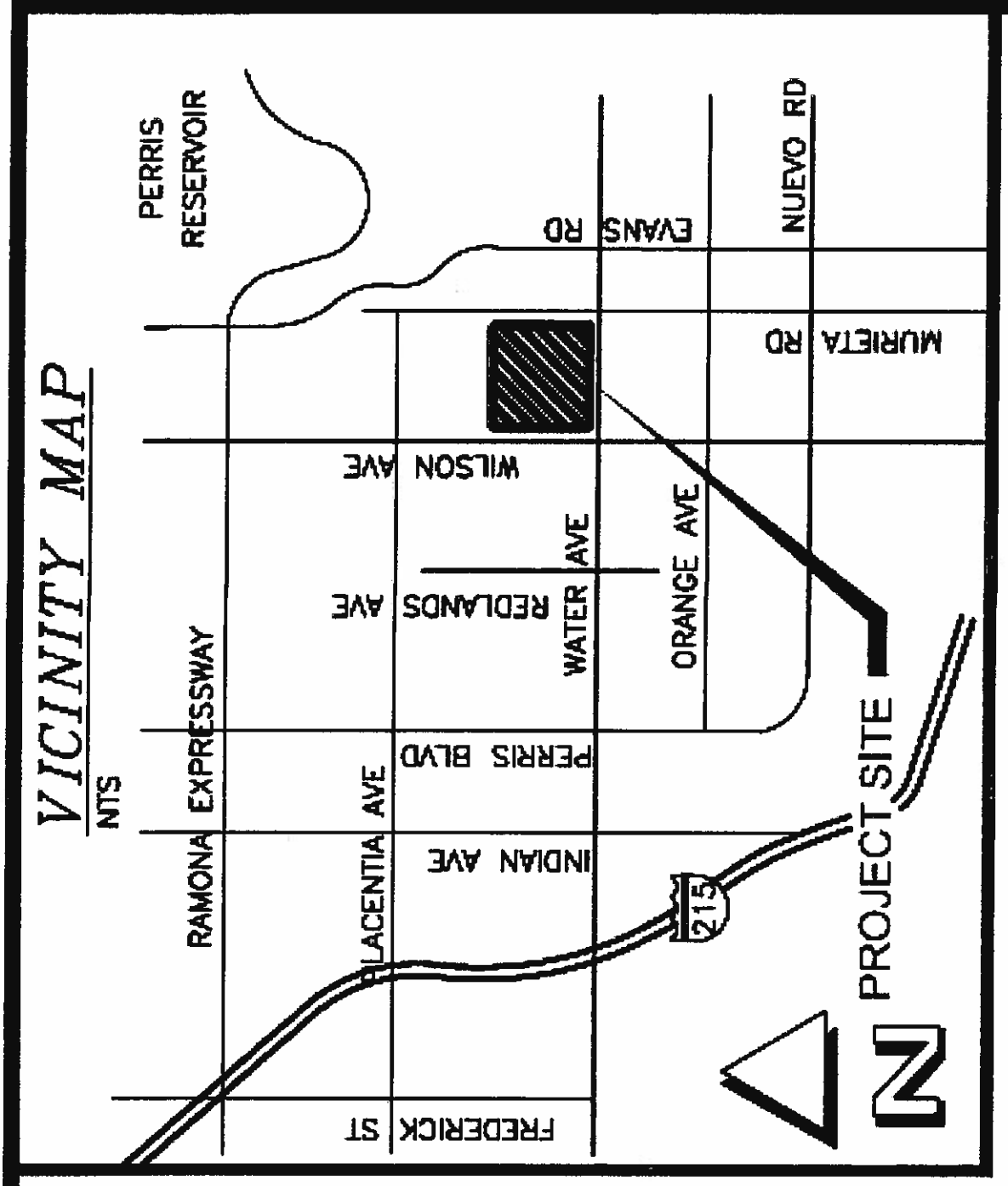
STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) §
CITY OF PERRIS)

I, **NANCY SALAZAR**, City Clerk of the City of Perris, do hereby certify that the foregoing Resolution Number ____ was duly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 23rd day of February 2016, by the following vote:

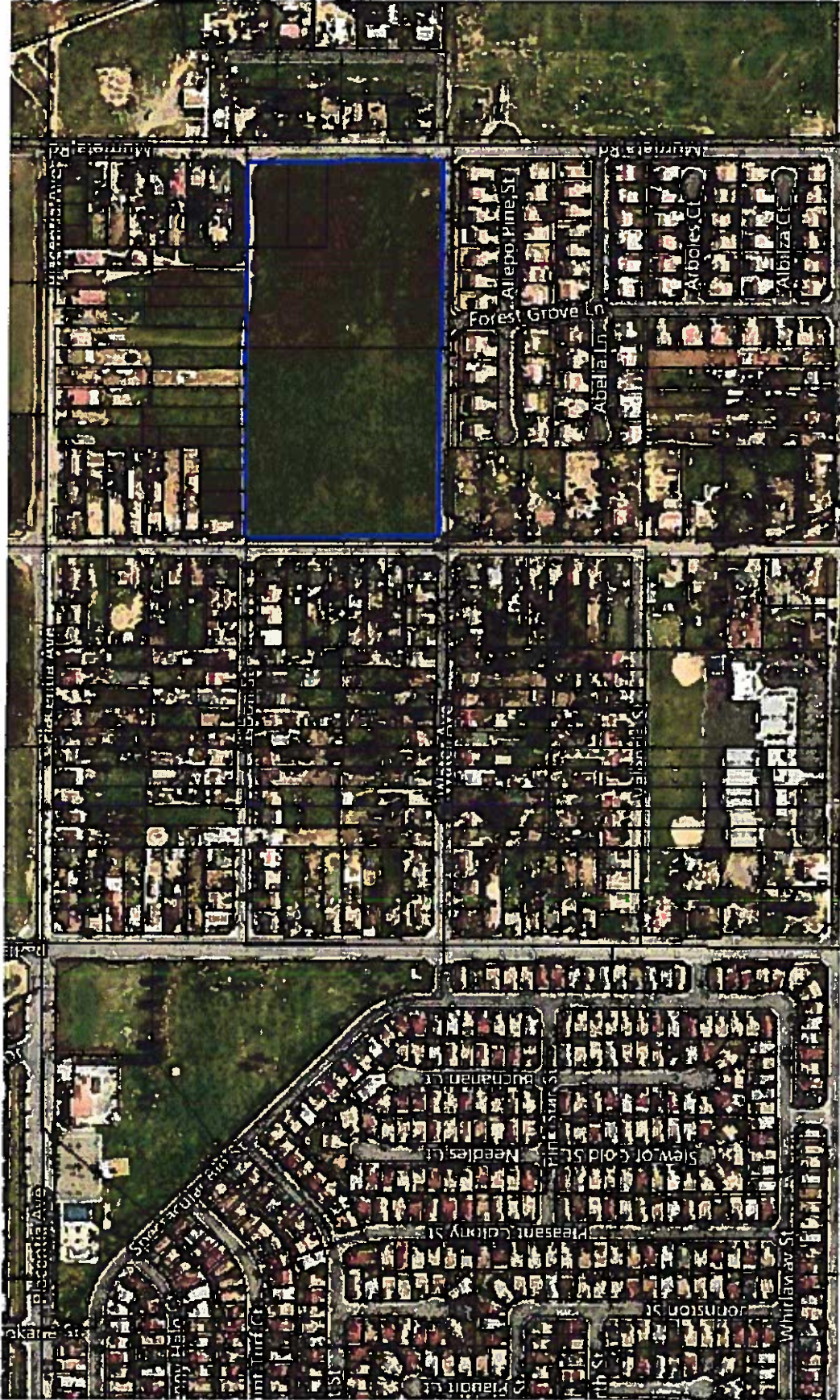
AYES:
NOES:
ABSTAIN:
ABSENT:

City Clerk, Nancy Salazar

Vicinity Map



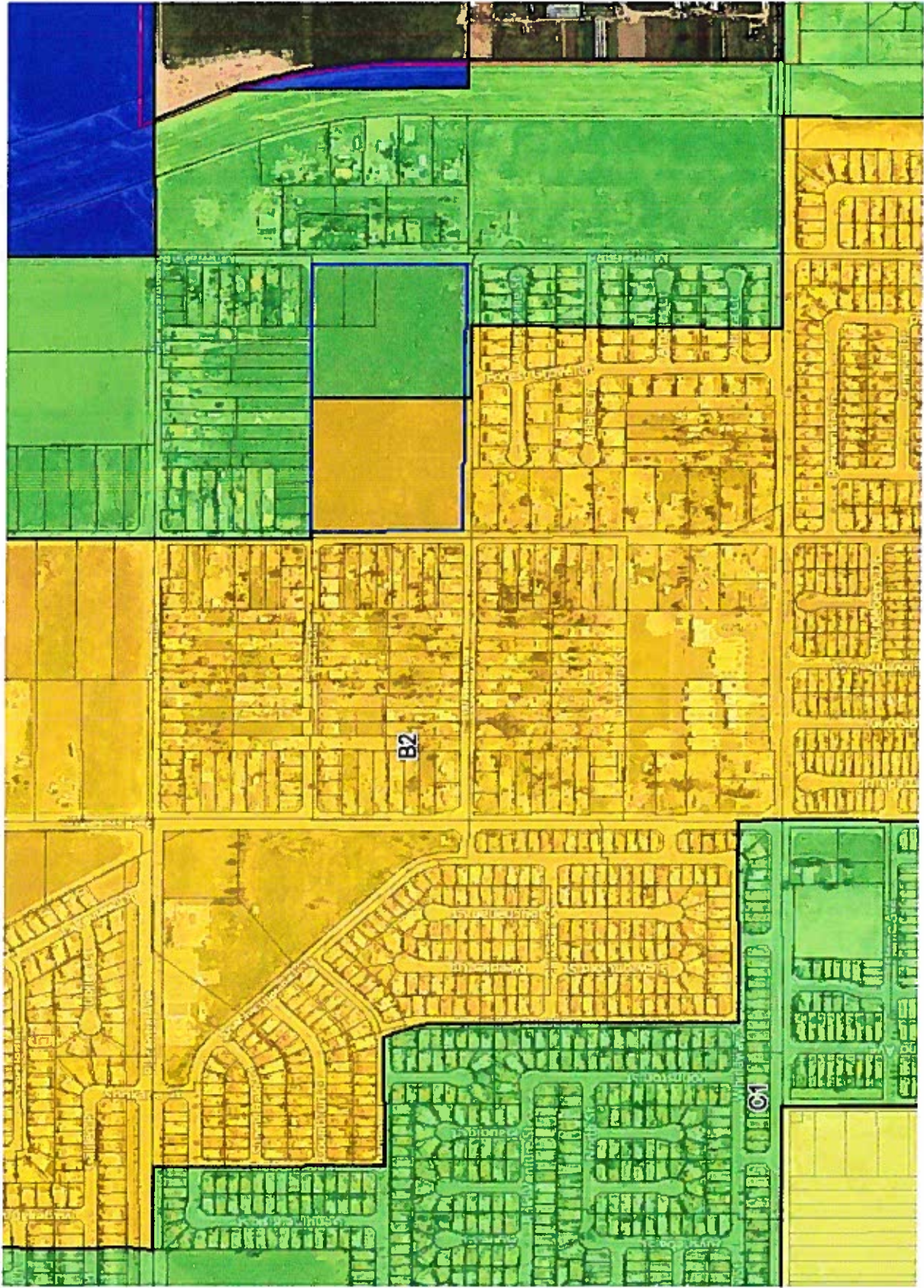
Aerial



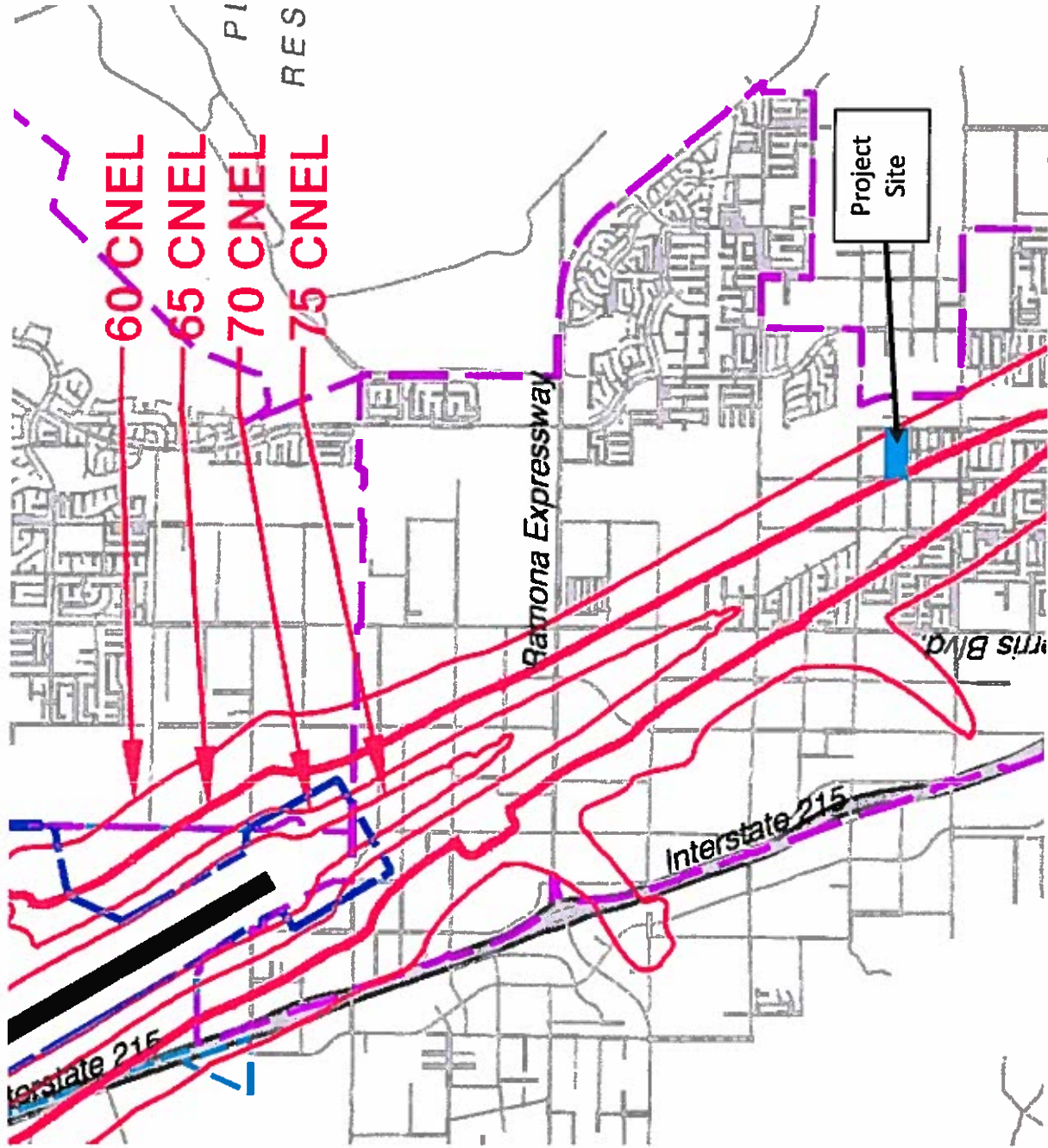
General Plan and Zoning Designation



March ARB Airport Land Use Compatibility Plan



Noise Contours



**COUNTY OF RIVERSIDE
AIRPORT LAND USE COMMISSION**

STAFF REPORT

AGENDA ITEM: 3.2

HEARING DATE: January 14, 2016

CASE NUMBER: ZAP1168MA15 – Sa Refka, LLC (Representative: Nova Homes, Inc.)

APPROVING JURISDICTION: City of Perris

JURISDICTION CASE NO: 15-0199 (General Plan Amendment), 15-05200 (Change of Zone), 15-05197 (Planned Development Overlay), 15-00012 (Development Plan Review), TM 36797 (Tentative Tract Map)

MAJOR ISSUES: The project proposes a residential development within Compatibility Zones B2 and C1. Compatibility Zone B2 prohibits any new residential development, while Compatibility Zone C1 limits residential density to 3.0 dwelling units per acre or less. The project proposes an overall density of approximately 3.90 dwelling units per acre and a density of 3.63 dwelling units per acre within the portion of the project in Compatibility Zone C1. These densities exceed the maximum allowable density criterion for Compatibility Zone C1. The project is partially bordered by existing residential development, but the site is not surrounded sufficiently by existing development that is as dense as the proposed project for infill provisions pursuant to Countywide Policy 3.3.1 to apply.

RECOMMENDATION: Staff recommends a finding of INCONSISTENCY, based on the proposed project adding residential units within Compatibility Zone B2 and exceeding residential density criteria within Compatibility Zone C1.

PROJECT DESCRIPTION: The Tentative Tract Map is a proposal to divide the 18.98-acre net (19.97-acre gross) property into 78 residential lots and 2 common area lots. The General Plan Amendment proposes a change in the General Plan land use designation of the site from R-20,000 to R-10,000. The Change of Zone proposes to change the existing zoning classification of the project site from R-20,000 to R-10,000 with a Planned Development Overlay with R-6,000 development standards. The Development Plan Review proposes the residential and community building designs and locations within the Tentative Tract Map.

PROJECT LOCATION: The site is located northerly of Water Avenue, westerly of Murrieta Road, easterly of Wilson Avenue, and southerly of Placentia Avenue, within the City of Perris, approximately 19,200 feet southeasterly of Runway 14-32 at March Air Reserve Base.

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

- a. Airport Influence Area: March Air Reserve Base/Inland Port Airport
- b. Land Use Policy: Zones B2 and C1
- c. Noise Levels: between 60-65 CNEL from aircraft

BACKGROUND:

Residential Density: The site is located within Compatibility Zones B2 and C1. Compatibility Zone B2 does not allow any new residential land uses and Compatibility Zone C1 typically allows residential densities at or below 3.0 dwelling units per acre. The project has a total existing net acreage of 18.98 acres, but has a gross acreage (including the adjacent half-widths of Wilson Avenue and Murrieta Road) of approximately 19.97 acres. Based on the total gross acreage of the site, the 78 residential lots proposed would result in a density of 3.90 dwelling units per acre, which would not be consistent with the typical residential criteria of 3.0 dwelling units per acre for Compatibility Zone C1. Approximately 10.06 acres are located within Zone B2 and 9.91 acres are located within Zone C1. There are approximately 36 units (35 whole and 2 partial) proposed within Zone C1 which would result in a density of 3.63 dwelling units per acre, which would also not be consistent with the typical residential criteria of 3.0 dwelling units per acre for Compatibility Zone C1.

Infill: Countywide Policy 3.3.1 could be applied in this situation for the portion of the project located within Compatibility Zone C1, as it allows for greater densities than would otherwise be permitted in a Compatibility Zone if the surrounding land uses are similar to or more intense than the proposed project. To qualify for consideration within the March Airport Influence Area, pursuant to Policy 2.1(b), at least 50% of the project site's perimeter must be surrounded by uses similar in intensity than the proposed project, and the project site must be less than 20 acres in area. If qualified, a higher density level - the lesser of either the equivalent intensity to surrounding land uses or double the normally allowable intensity - may be consistent. The portion of the project located within Compatibility Zone B2 would still not be allowed greater density under Countywide Policy 3.3.1, since the maximum of double the allowable density would still be zero.

The area surrounding the site does include residential development at varying densities with some vacant properties to the north. Densities in the more rural surrounding areas to the north, east, and a portion of the area to the south are between 1 and 2 dwelling units per acre. The density of the area to the west is approximately 3.43 dwelling units per acre along approximately 670 feet of the site perimeter. The density of the remaining portion of the area to the south is approximately 3.19 dwelling units per acre along approximately 950 feet of the perimeter. In total, the two areas with existing densities greater than 3.0 dwelling units per acre represent approximately 1,620 feet of the total approximate 3,835 foot perimeter, or approximately 42% of the perimeter. Therefore, the infill provisions (as presently written) would not apply. Even if the infill provisions did apply, a maximum density of 3.28 dwelling units per acre (the combined density of the areas to the west and

south) would be allowed in the Zone C1 area only, in contrast to the project's proposed total density of 3.90 dwelling units per acre and Zone C1 density of 3.63 dwelling units per acre.

Other Special Conditions: Countywide Policy 3.3.6 allows the Commission to find a normally incompatible use to be acceptable "because of terrain, specific location, or other extraordinary factors or circumstances related to the site." In such a situation, the Commission would need to make findings that the land use would not create a safety hazard nor expose people to excessive noise. In some cases, projects that did not quite meet the exacting standards for consideration as infill have been judged consistent through use of Policy 3.3.6. In the circumstances of this project, staff has not identified any special conditions that would warrant application of Policy 3.3.6.

Prohibited and Discouraged Uses: The applicant proposes subdivision of land in Compatibility Zone B2, where no residential uses are prohibited.

Noise: The March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan depicts the site as being in an area subject to aircraft noise between 60 to 65 dBA CNEL. ALUC's objective is that interior noise levels from aviation-related sources not exceed 40 dBA CNEL. Within Compatibility Zone B2, which includes land near the 65 CNEL contour, single-event noise is sufficient to disrupt many land use activities, including indoor activities if windows are open.

Part 77: The elevation of Runway 14-32 at its southerly terminus is approximately 1488 feet above mean sea level (1488 feet AMSL). At a distance of approximately 19,200 feet from the runway, Federal Aviation Administration (FAA) review would be required for any structures with top of roof exceeding 1680 feet AMSL. The proposed grading plan depicts a maximum pad elevation of approximately 1439.6 feet AMSL (on lot 1, located closest to the runway) and a maximum proposed building height of 30 feet (per the R-6,000 zone) for a total maximum elevation of 1469.6 feet AMSL. Therefore, the proposed residences would have a top point elevation below the runway elevation, and review by the FAA Obstruction Evaluation Service for height/obstruction reasons would not be required.

Open Area: Compatibility Zones B2 and C1 do not require land to be set aside as open areas.

CONDITIONS (to be applied if a finding of Consistency is made or if an Overrule by the City of Perris occurs):

1. Any outdoor lighting installed shall be hooded or shielded to prevent either the spillage of lumens or reflection into the sky. Outdoor lighting shall be downward facing.
2. The following uses shall be prohibited:
 - (a) Any use which would direct a steady light or flashing light of red, white, green, or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following takeoff or toward an aircraft engaged in a straight

final approach toward a landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator.

- (b) Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft engaged in a straight final approach towards a landing at an airport.
 - (c) Any use which would generate smoke or water vapor or which would attract large concentrations of birds, or which may otherwise affect safe air navigation within the area. (Such uses include landscaping utilizing water features, aquaculture, production of cereal grains, sunflower, and row crops, artificial marshes, wastewater management facilities, composting operations, trash transfer stations that are open on one or more sides, recycling centers containing putrescible wastes, construction and demolition debris facilities, fly ash disposal, and incinerators.)
 - (d) Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.
 - (e) Residential care facilities, churches and religious institutions, convalescent and senior home facilities, schools and educational institutions, child care facilities, and homes for the aged.
3. Prior to recordation of the final map, issuance of any building permits, or sale to an entity exempt from the Subdivision Map Act, whichever occurs first, the landowner shall convey and have recorded an avigation easement to the March Inland Port Airport Authority. Contact March Joint Powers Authority at (951) 656-7000 for additional information.
 4. The attached notice shall be provided to all potential purchasers of the proposed lots and tenants of the homes thereon.
 5. Any ground-level or aboveground water retention or detention basin or facilities shall be designed so as to provide for a detention period that does not exceed 48 hours following the conclusion of the storm event for the design storm and to remain totally dry between rainfalls. Vegetation in and around such facilities that would provide food or cover for bird species that would be incompatible with airport operations shall not be utilized in project landscaping. Trees shall be spaced so as to prevent large expanses of contiguous canopy, when mature. Any landscaping in and around the detention basin shall not include trees that produce seeds, fruits, or berries.
 6. March Air Reserve Base must be notified of any land use having an electromagnetic radiation component to assess whether a potential conflict with Air Base radio communications could result. Sources of electromagnetic radiation include radio wave

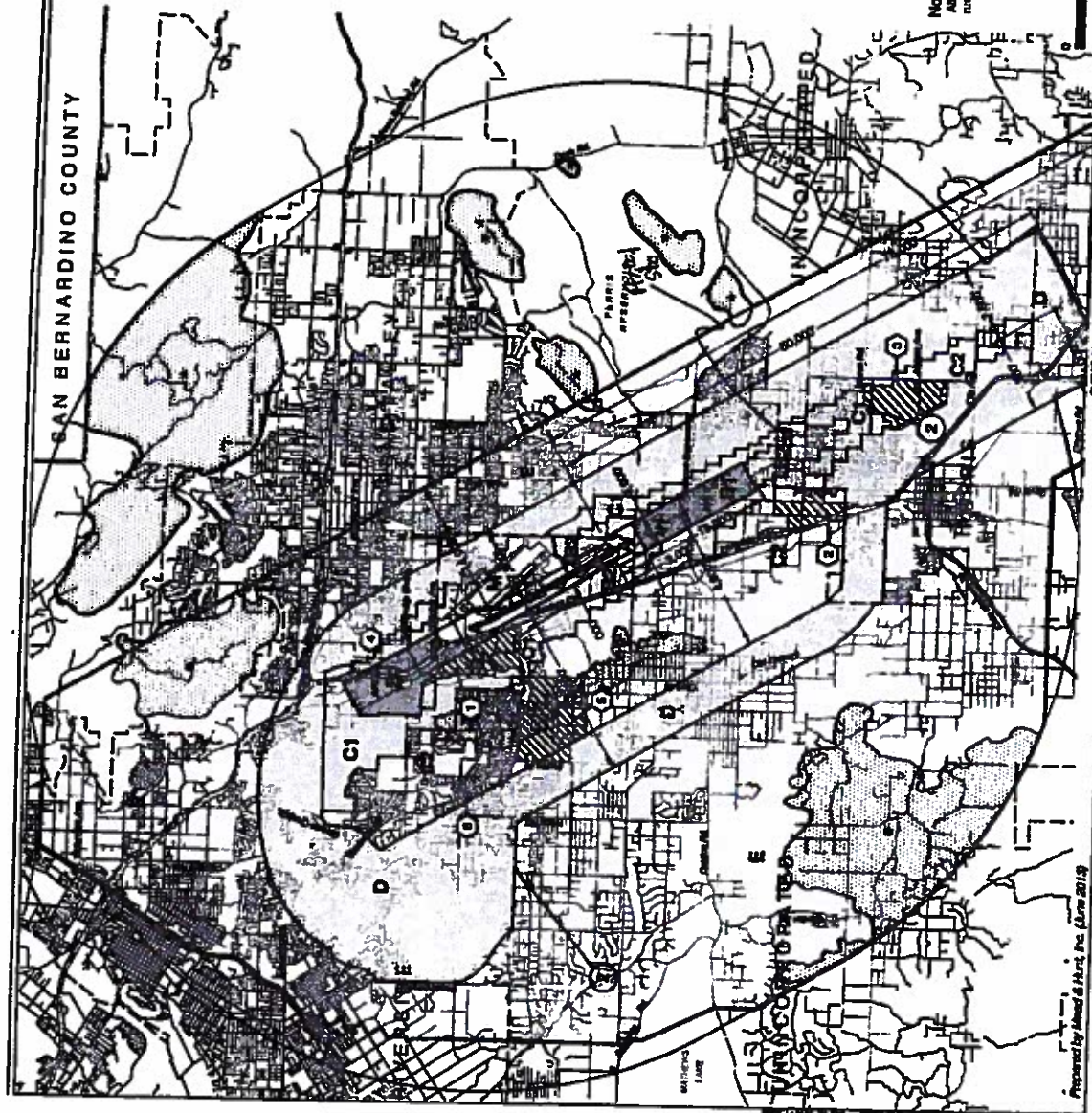
transmission in conjunction with remote equipment inclusive of irrigation controllers, access gates, etc.

7. The proposed residences must have sound attenuation features sufficient to reduce interior noise levels from exterior aviation-related sources to no more than CNEL 40 dB. The City of Perris shall require an acoustical study to ensure compliance with this requirement.

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NOTICE OF AIRPORT IN VICINITY

This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you. Business & Professions Code Section 11010 (b) (13)(A)



LEGEND

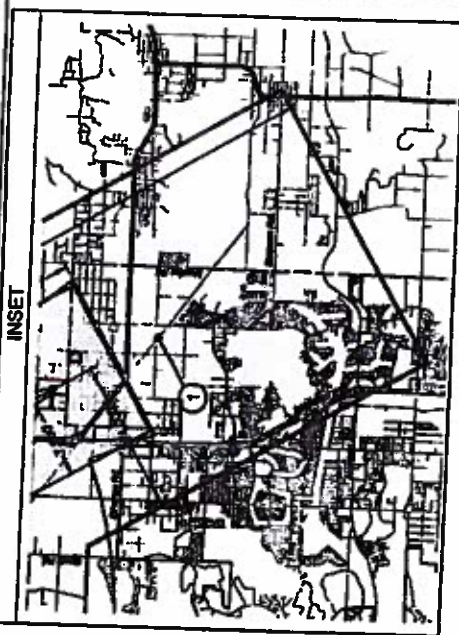
- Compatibility Zones**
- Airport Influence Area Boundary
 - Zone A
 - Zone B1
 - Zone B2
 - Zone C1
 - Zone C2
 - Zone D
 - Zone E
 - Zone M
 - High Terrain Zone
 - FAR Part 77 M-Cherry Clear Horizontal Surface Limits
 - FAR Part 77 Notification Area

Boundary Lines

- March Air Reserve Base Air Force Property
- March Joint Powers Authority Property Line
- County Boundary
- City Limits
- Site-Specific Exceptions (pending local agency commitments to development projects)

- ① March JPA: March Business
- ② Peris: Harvest Landing
- ③ Peris: Park West
- ④ Moreno Valley: Abordo
- ⑤ March JPA: Best Clark
- ⑥ Riverside: Ridge Crest

- ① Point at which aircraft on Runway 20 ILS approach descended below 3,000 feet above runway end. Airport Elevation is 1,525 feet MSL.
- ② Point at which departing aircraft departed 3,000 feet above runway end. Elevation 3,000 feet above runway end.



Note:
All dimensions are measured from runway ends and centerlines.



Base map source: County of Riverside 2015

Riverside County
Airport Land Use Commission
March Air Reserve Base / Inland Port Airport
Land Use Compatibility Plan
(Adopted November 13, 2014)

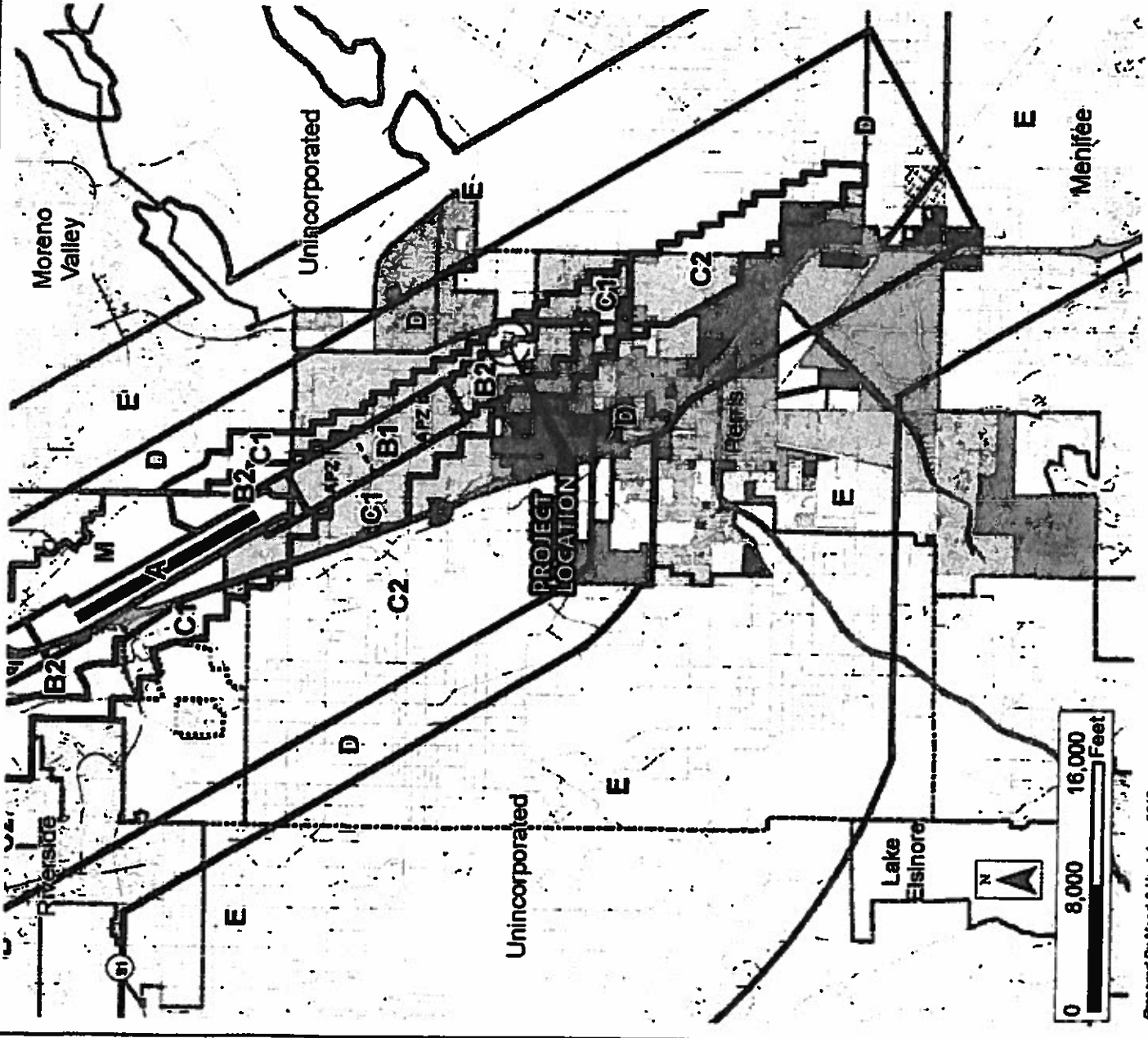
Map MA-1

Compatibility Map
March Air Reserve Base / Inland Port Airport

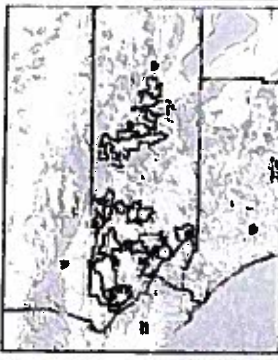
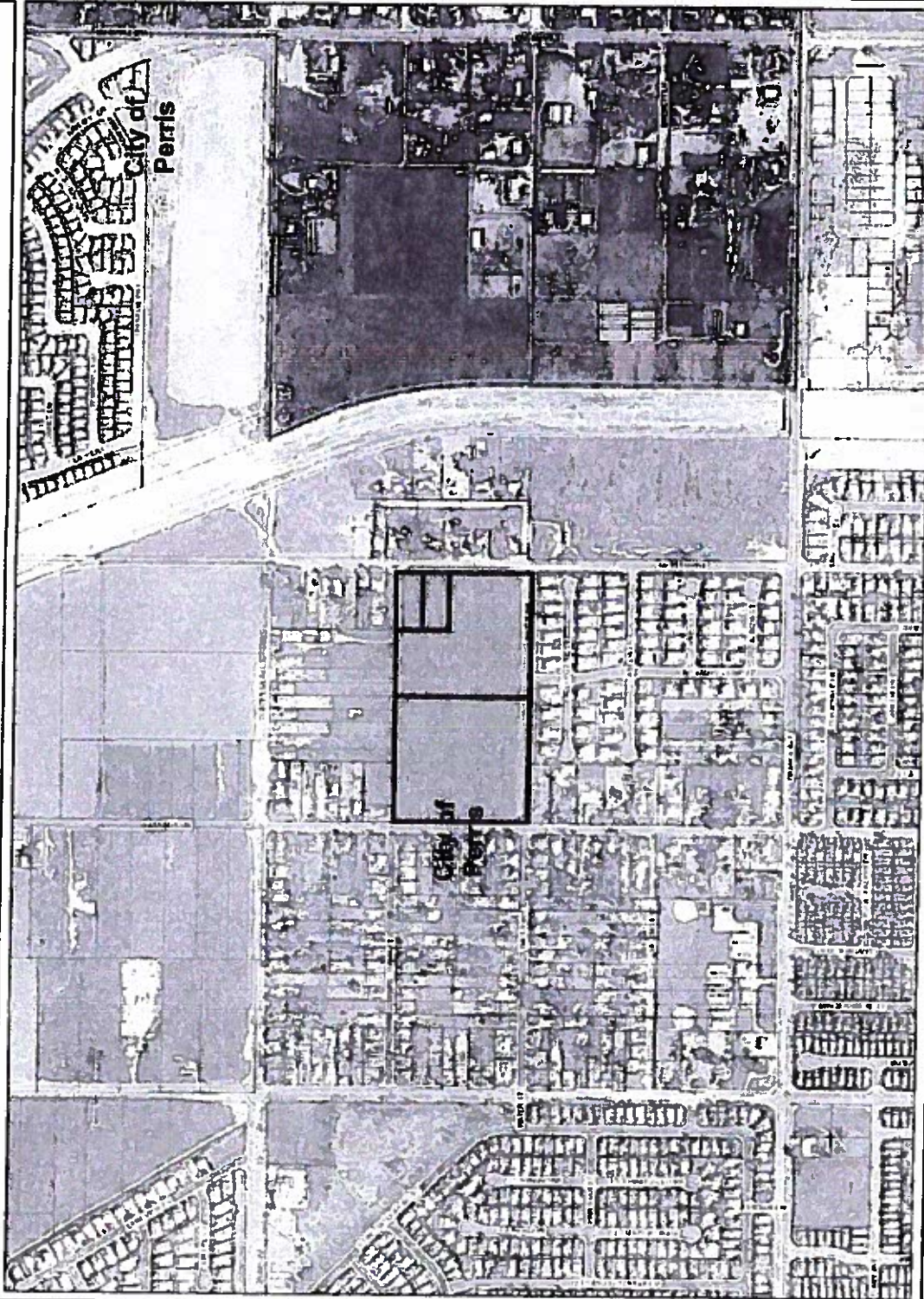
SEE INSET AT RIGHT

Planned Land Use Designations

- INDUSTRIAL**
- GI - General Industrial
- LI - Light Industrial
- BP - Business Park
- COMMERCIAL**
- CC - Community Commercial
- NC - Neighborhood Commercial
- PO - Professional Office
- RESIDENTIAL**
- R-20,000 - Residential 20,000
- R-10,000 - Residential 10,000
- R-4,000 - Residential 4,000
- MFR-14 - Multi-Family Residential 14
- MFR-22 - Multi-Family Residential 22
- SPECIFIC PLAN**
- DTSP - Downtown Specific Plan
- GV SP - Green Valley Specific Plan
- HL SP - Harvest Landing Specific Plan
- MR SP - May Ranch Specific Plan
- NP SP - New Parris Specific Plan
- PVCC SP - Parris Valley Commerce Center Specific Plan
- PW-SP - Parkwest Specific Plan
- RG-SP - River Glen Specific Plan
- RW-SP - Riverwoods Specific
- SP - Specific Plan
- VA-SP - Villages of Avalon
- OTHER**
- A1 - Light Agricultural
- OS - Open Space
- P - Public Facility



My Map



- Legend**
- Display Parcels
 - City Boundaries
 - Cities
 - roads
 - highways
 - HWY
 - INTERCHANGE
 - INTERSTATE
 - OFFRAMP
 - ONRAMP
 - USHWY
 - counties
 - cities
 - hydrographylines
 - waterbodies
 - Lakes
 - Rivers

Notes

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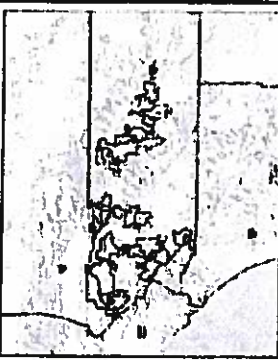
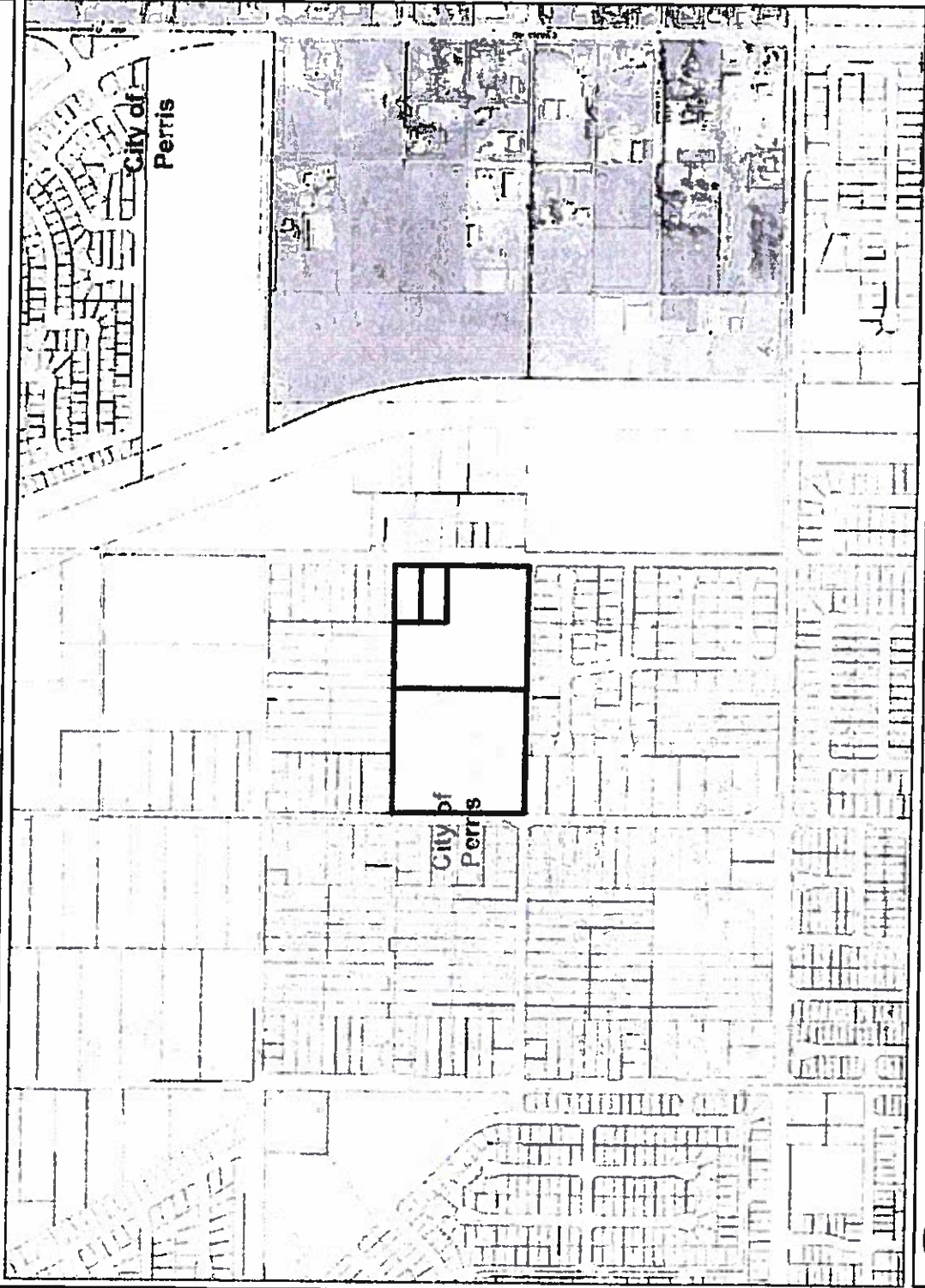
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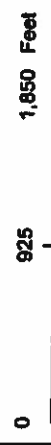


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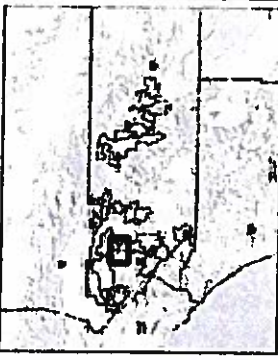
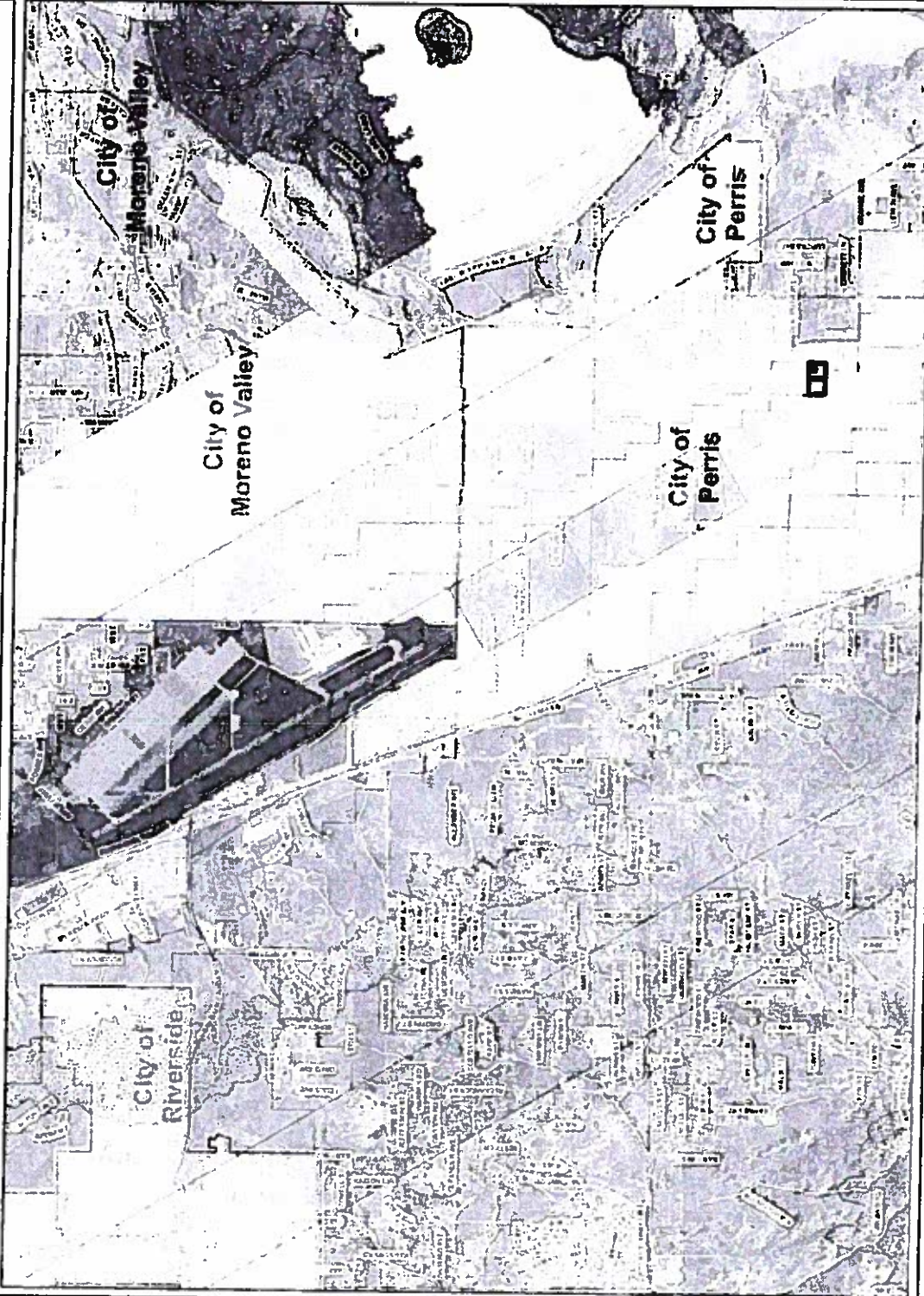
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My Map



Legend

- Airport Compatibility
 OTHER ZONE
 A
 A-EXC1
 B1
 B1-APZ I
 B1-APZ I-EXC1
 B1-APZ II
 B1-APZ II-EXC1
 B1-EXC1
 B2
 B2-EXC1
 C
 C1
 C1-EXC1
 C1-EXC3
 C1-EXC4
 C1-HIGHT
 C2
 C2-EXC1
 C2-EXC2
 C2-EXC3
 C2-EXC5
 C2-EXC8
 C2-HIGHT
 C2-HIGHT-EXC1
 C2-HIGHT-EXC5

Notes

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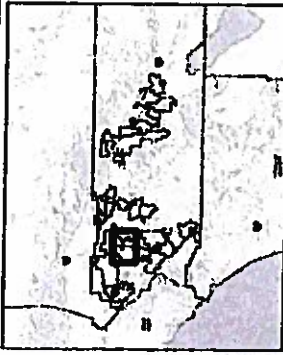
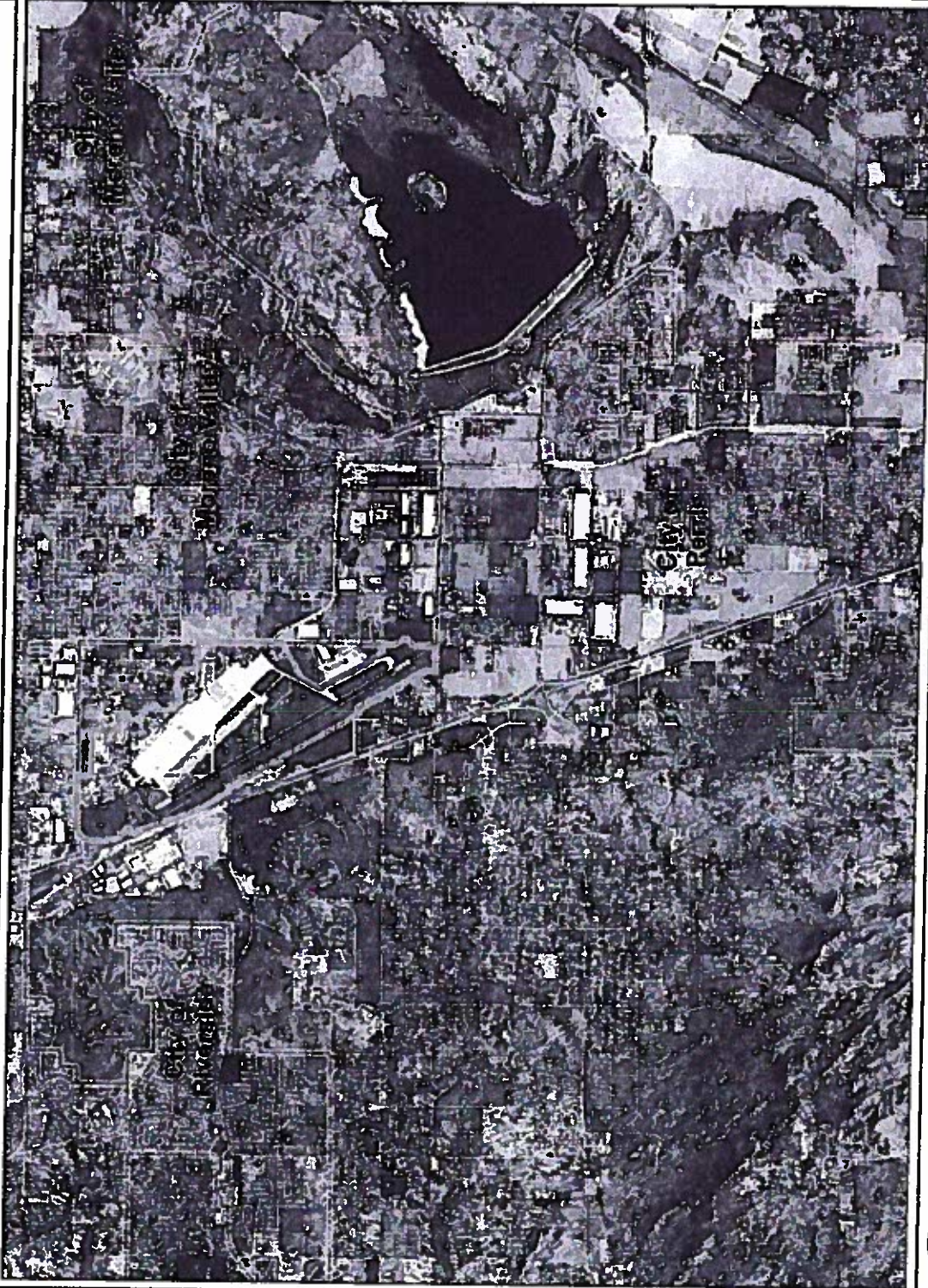
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
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My Map



Legend

-  Airports
-  Runways
-  Historic Preservation Districts
-  City Boundaries

Notes

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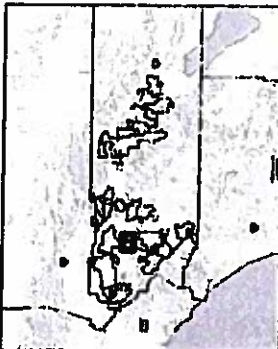
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Legend

- Airports
- Runways
- Historic Preservation Districts
- City Boundaries

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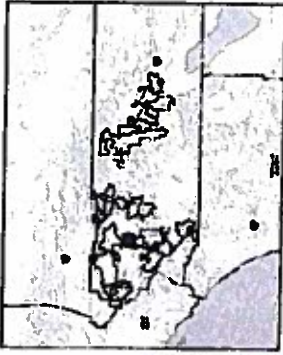
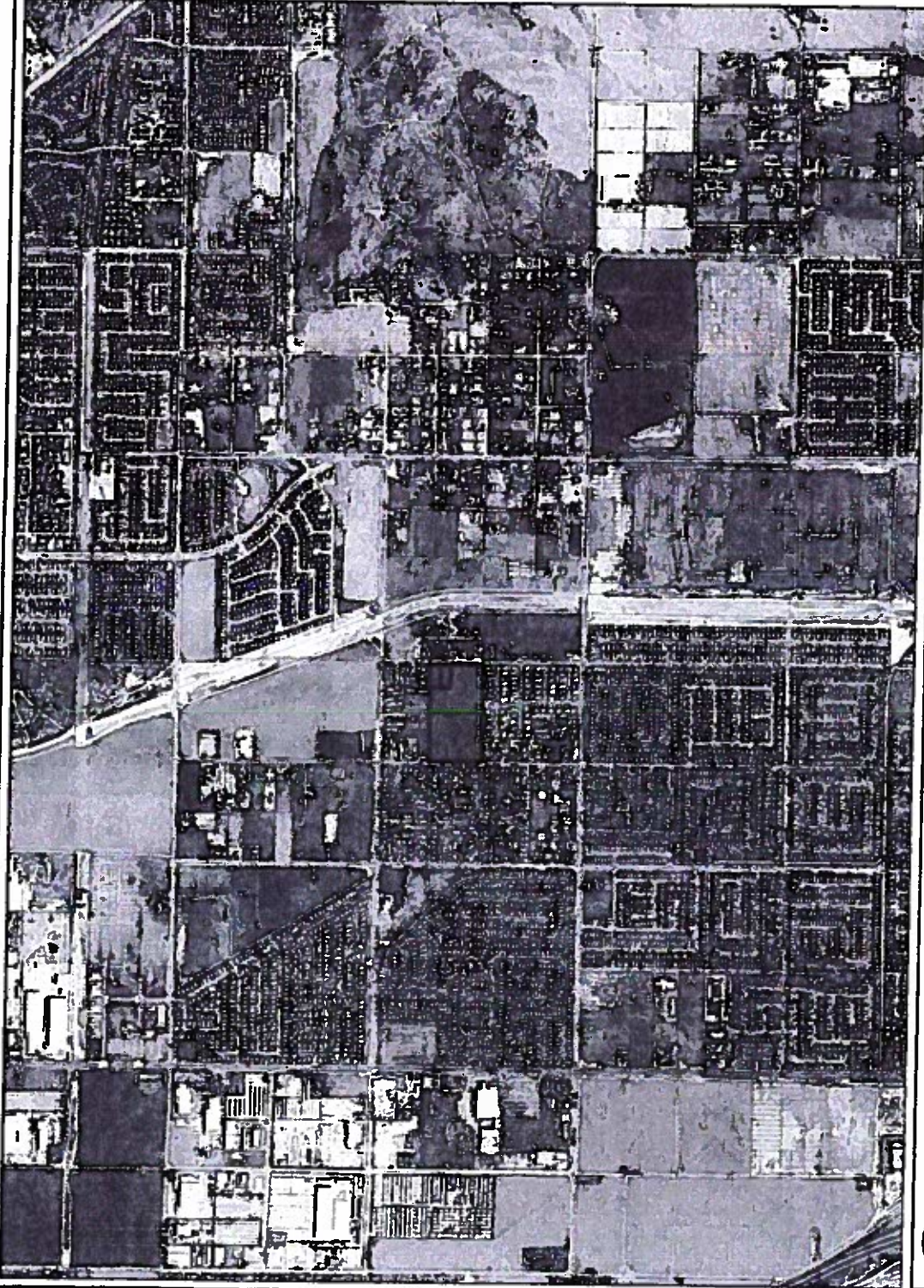


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My Map



- Legend**
- Airports
 - Runways
 - Historic Preservation Districts
 - City Boundaries

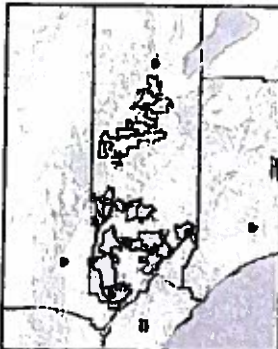
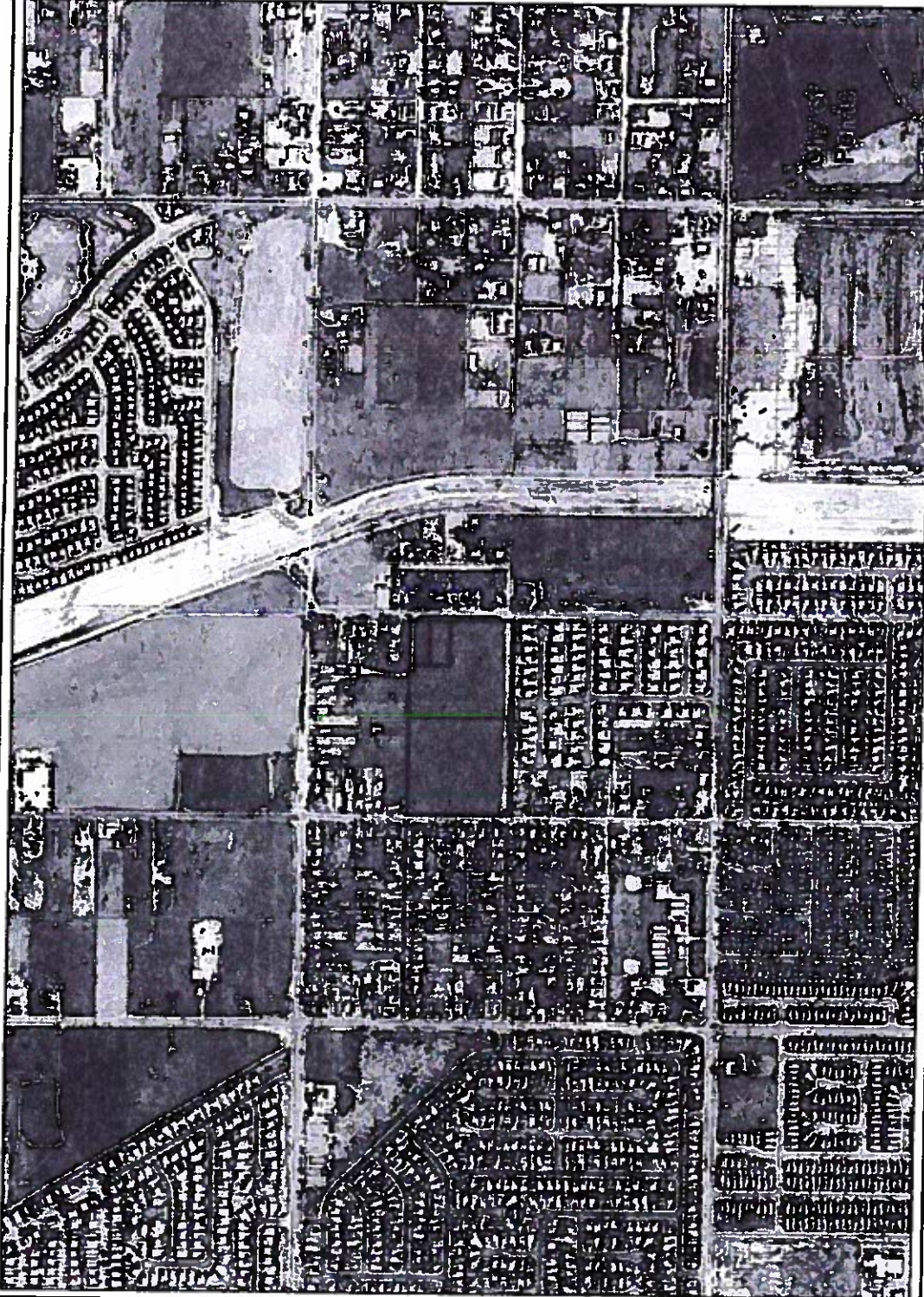
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My Map



- Legend**
-  Airports
 -  Runways
 -  Historic Preservation Districts
 -  City Boundaries

Notes

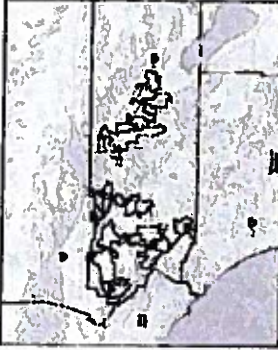
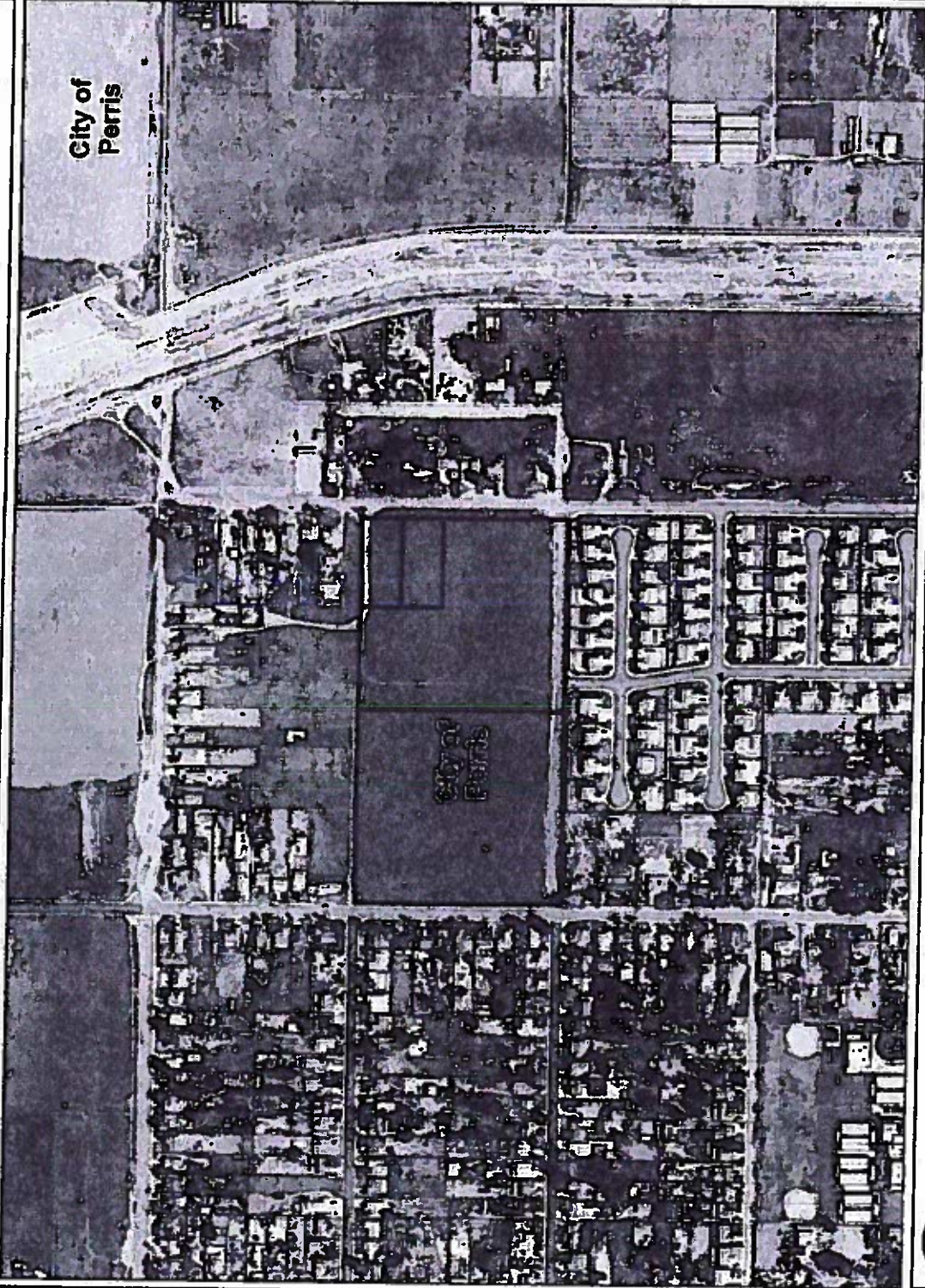
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- Legend**
- Airports
 - Runways
 - Historic Preservation Districts I
 - City Boundaries

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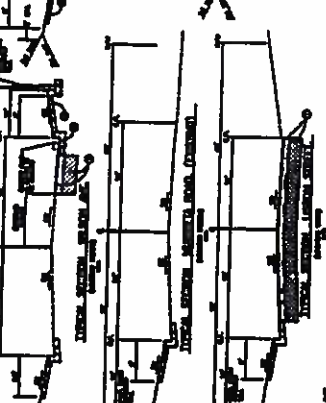
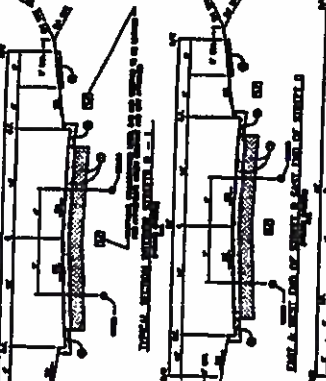
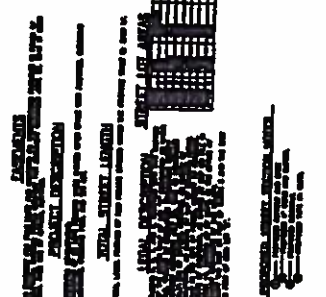
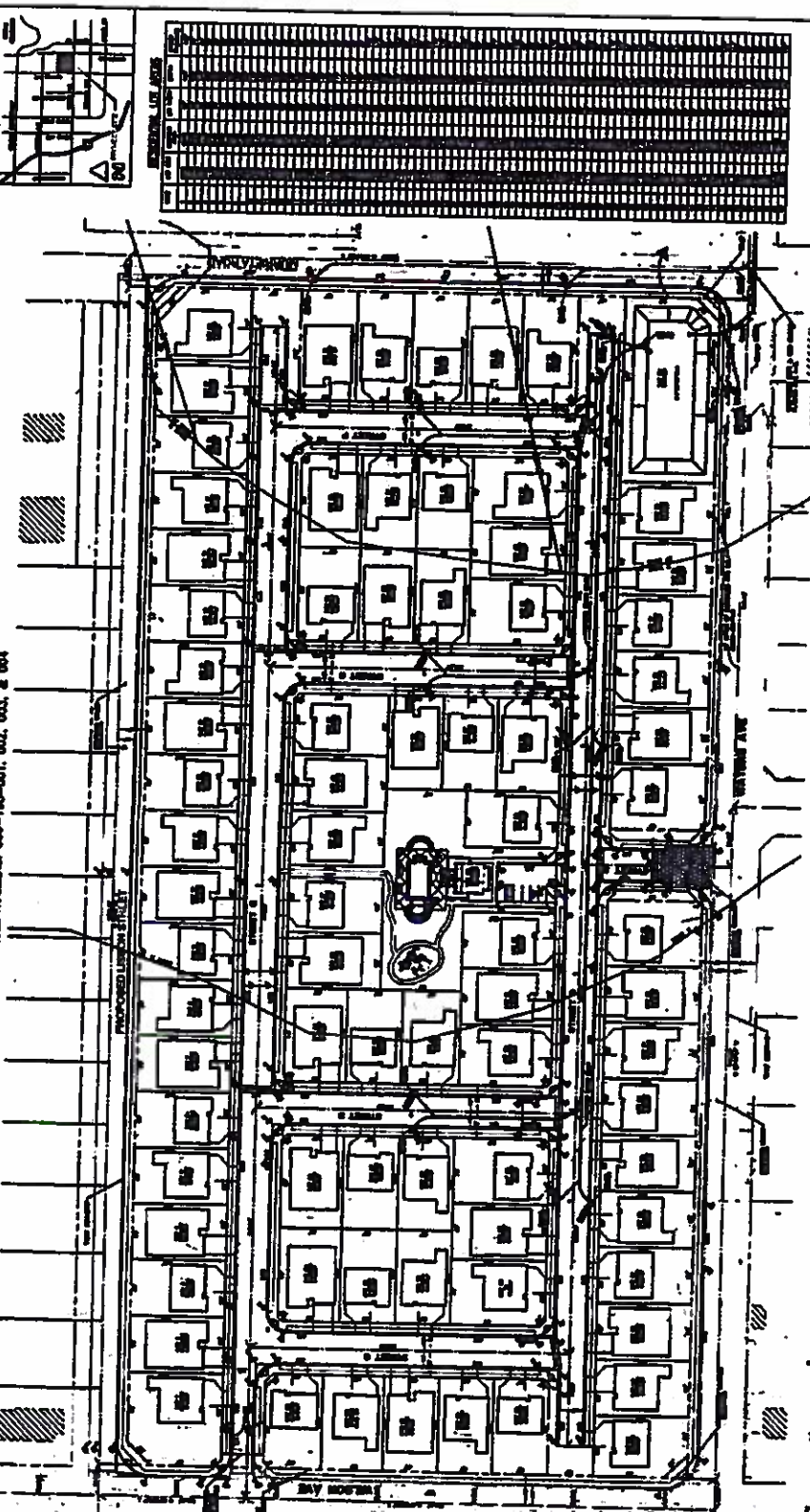


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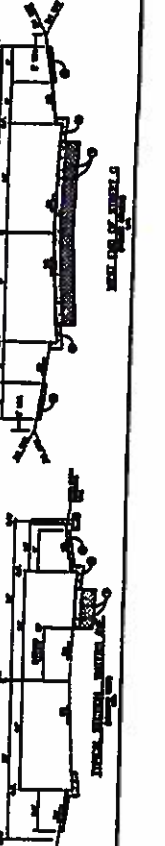
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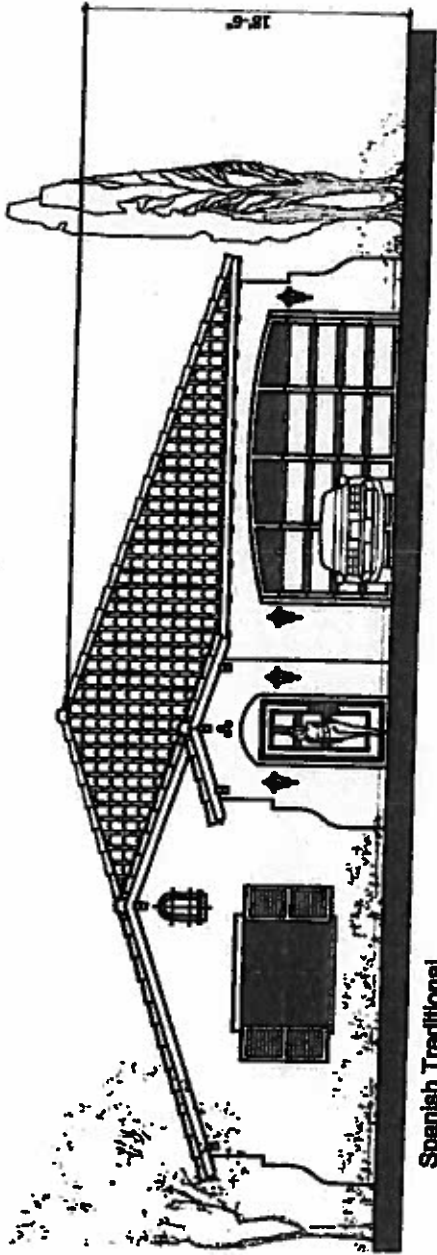


CITY OF FERRIS
 TENTATIVE TRACT MAP
 No. 36797

APPROVED BY: _____
 DATE: _____

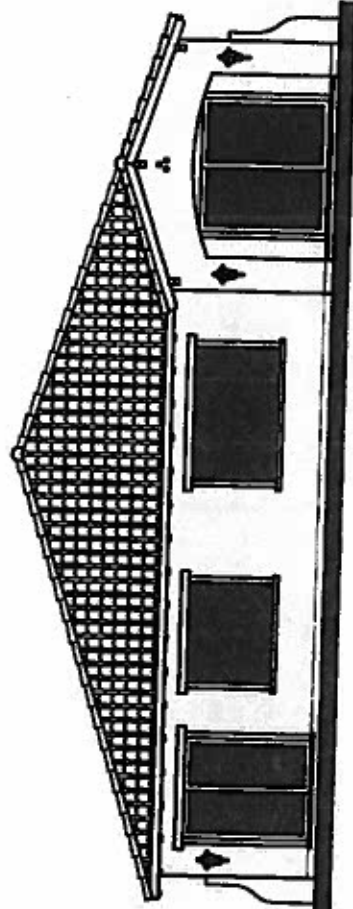
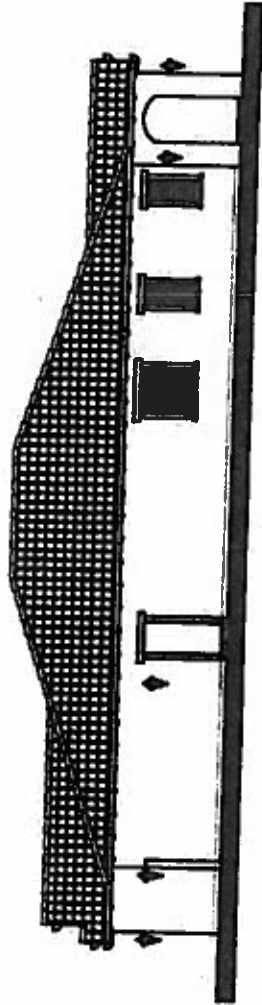
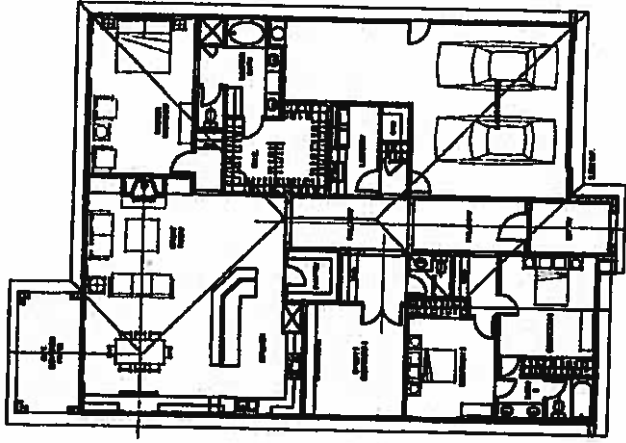
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Spanish Traditional

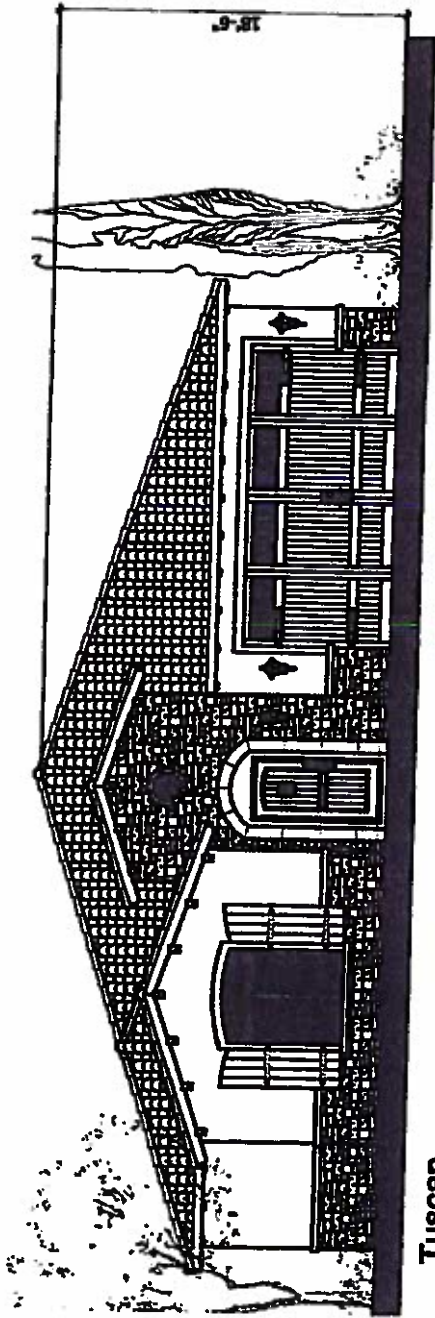
Exterior 3/20' and 1/2" (not to scale with other views)
 1/4" = 1'-0"
 1/8" = 1'-0"
 1/16" = 1'-0"
 1/32" = 1'-0"



Perris Estates

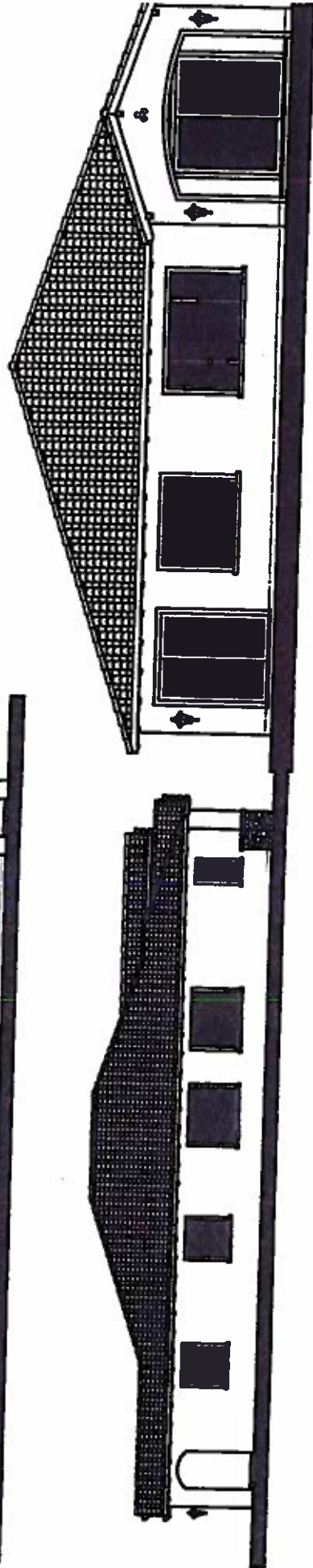
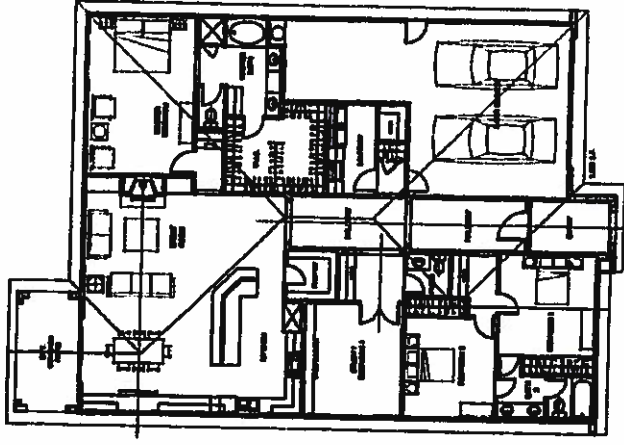
Plan 1A-2,500 SF

3 Bedroom OPT 4



Tuscan

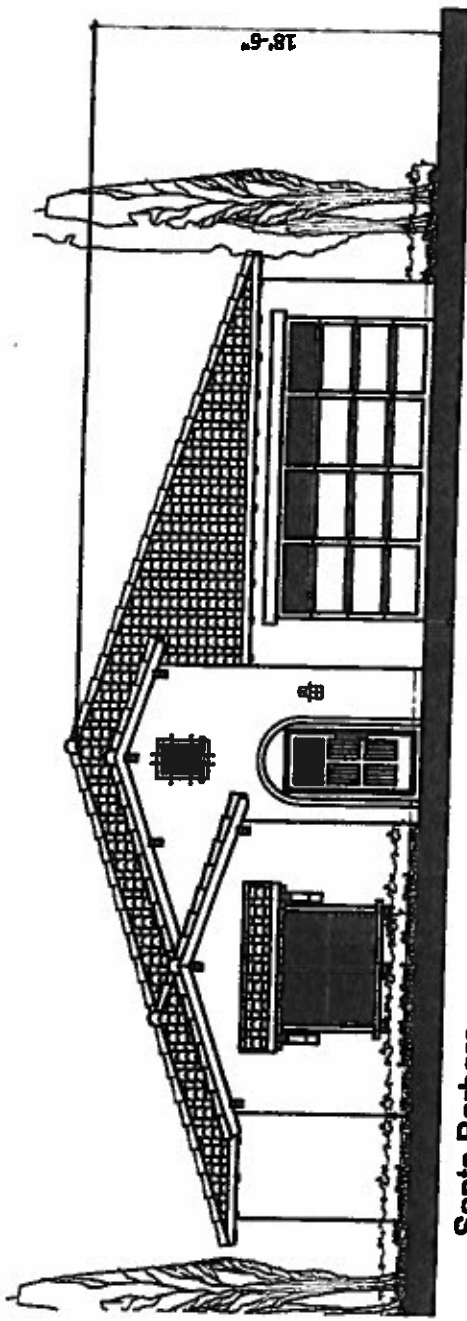
18'-6" wide / 11'-0" high with 10' wide base
 18'-6" wide / 11'-0" high with 10' wide base
 18'-6" wide / 11'-0" high with 10' wide base
 18'-6" wide / 11'-0" high with 10' wide base



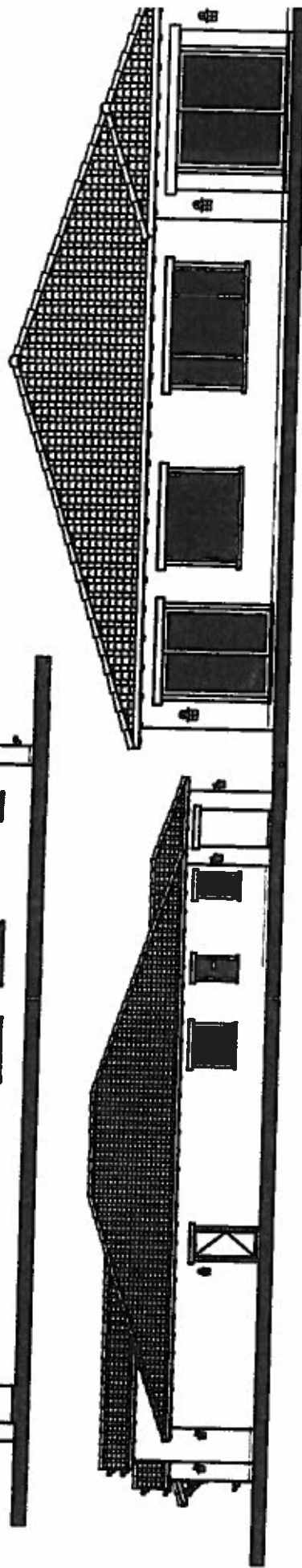
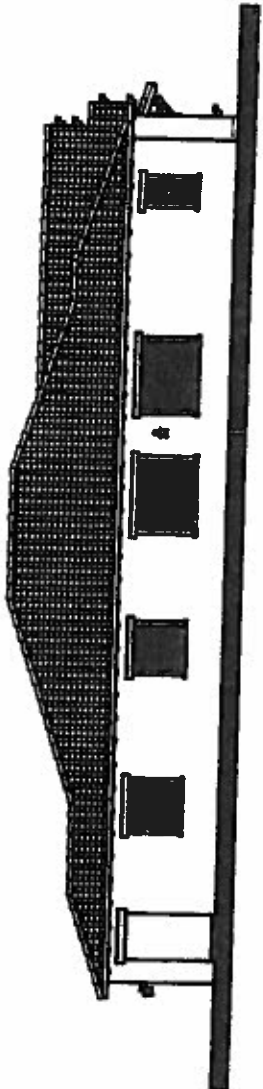
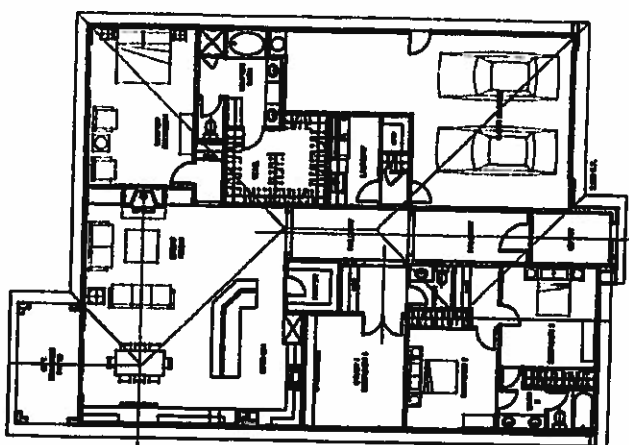
Perris Estates

Plan 1B-2,500 SF

3 Bedroom OPT 4



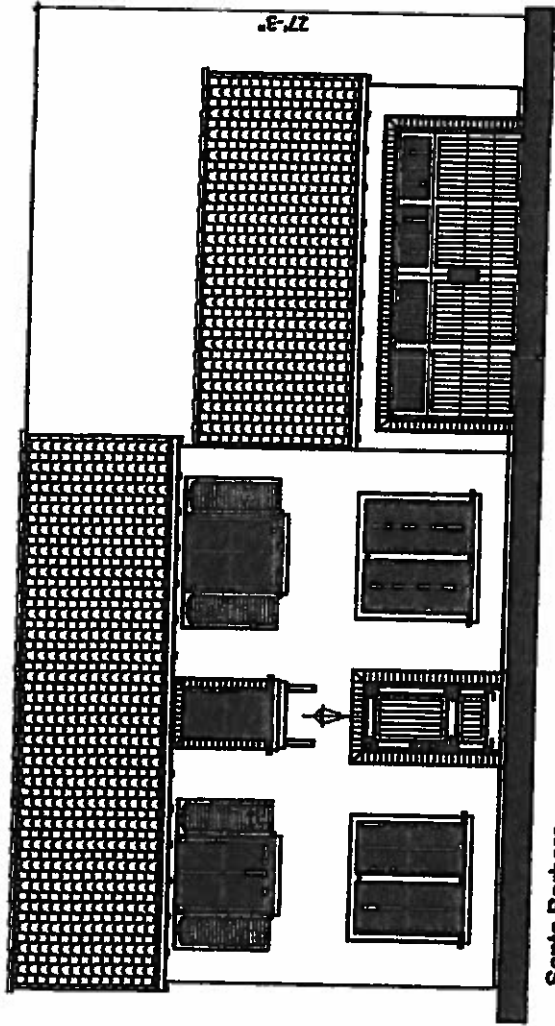
Santa Barbara
 Santa Barbara Building and Construction
 1000 Santa Barbara Avenue
 Santa Barbara, CA 93101
 Phone: 805.964.1111
 Fax: 805.964.1112



Perris Estates

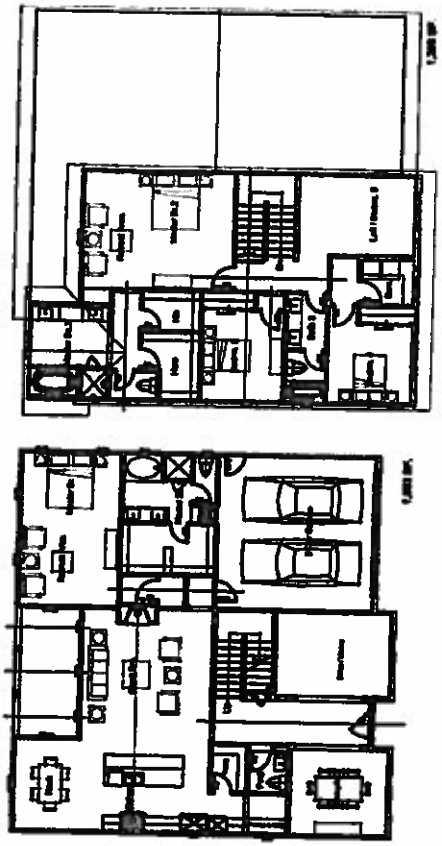
Plan 1C-2,500 SF

3 Bedroom OPT 4



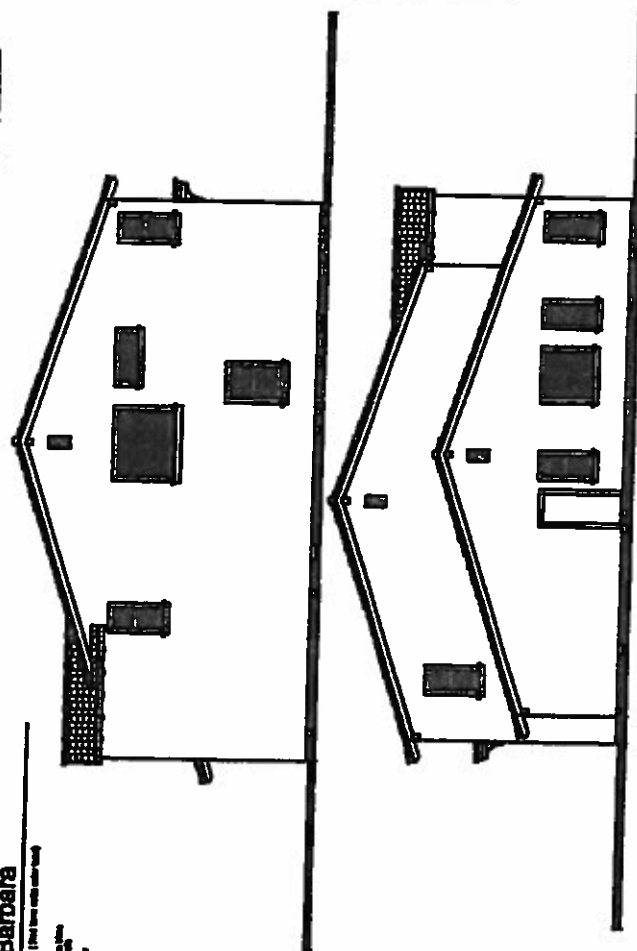
Santa Barbara

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 Architects, Inc.
 1000 Santa Barbara Avenue
 Santa Barbara, CA 93101
 Phone: (805) 964-1111



1,499 SF

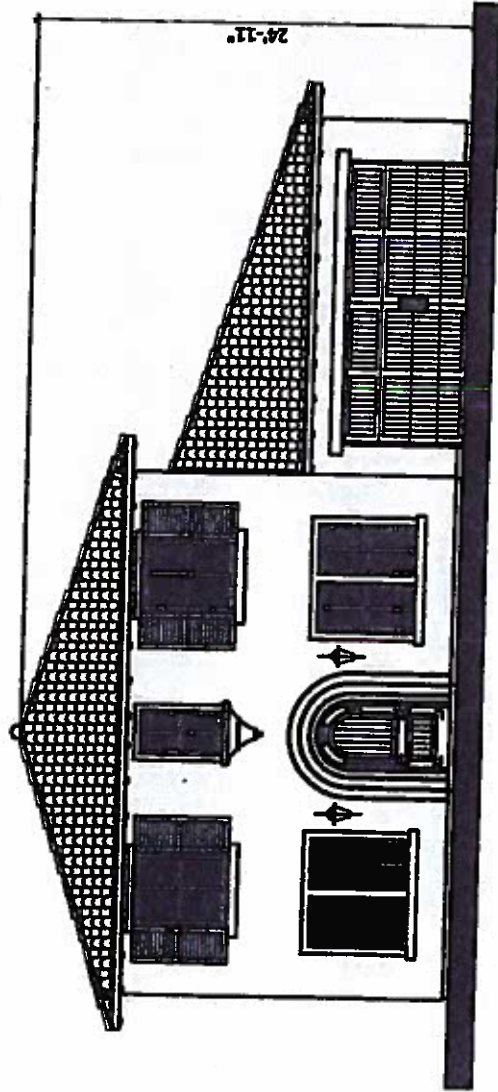
1,499 SF



Perris Estates

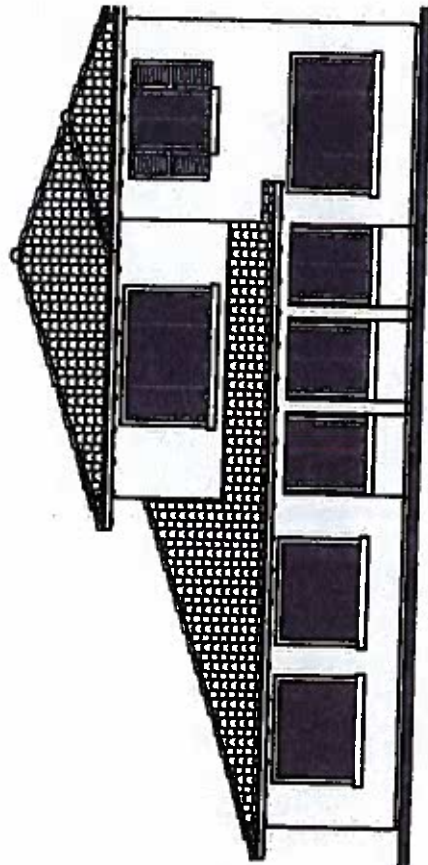
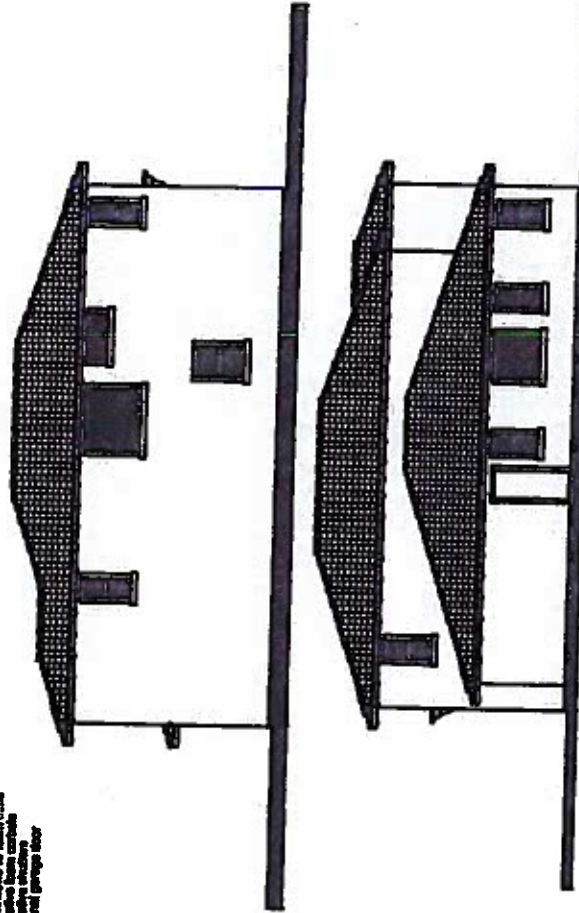
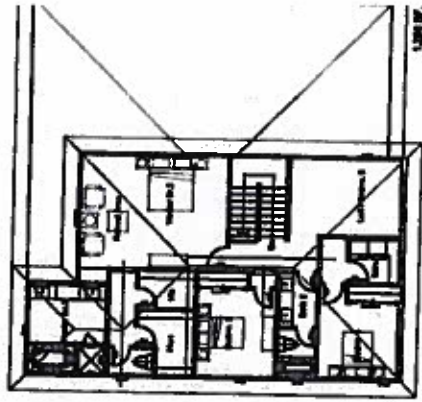
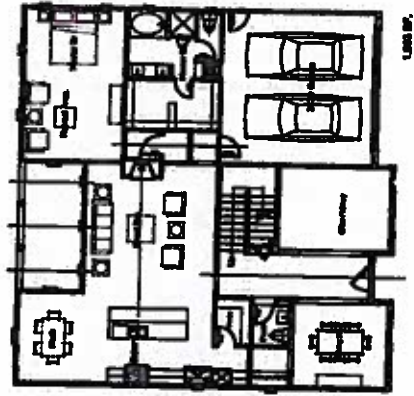
Plan 2A-3, 149 SF

4 Bedroom OPT 5



Tuscan

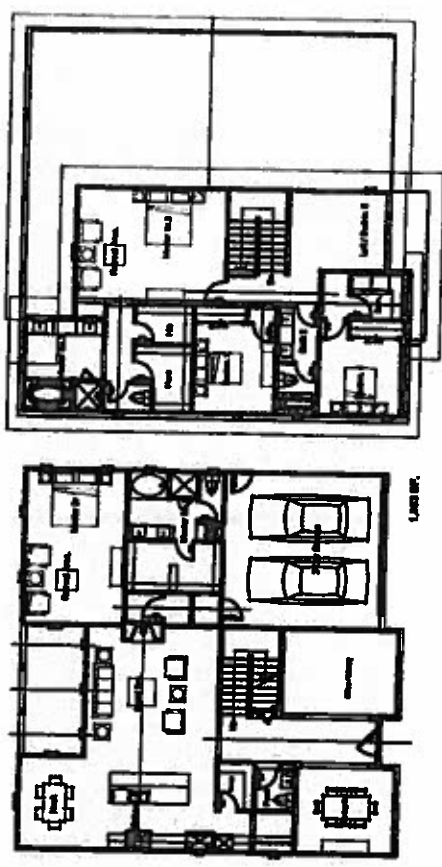
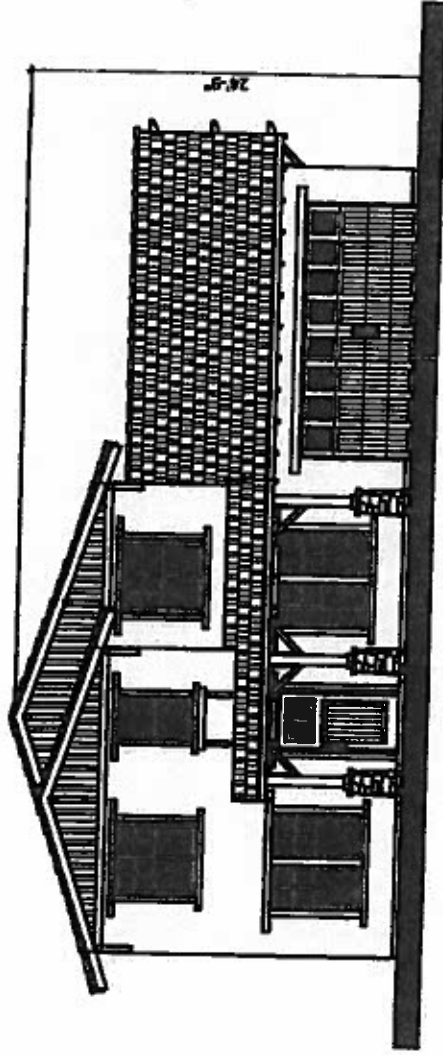
Orange & Blue roof (Red terra cotta tile color)
 Stone Siding
 Clay tiles on roof
 Customized tile work
 Customized garage door



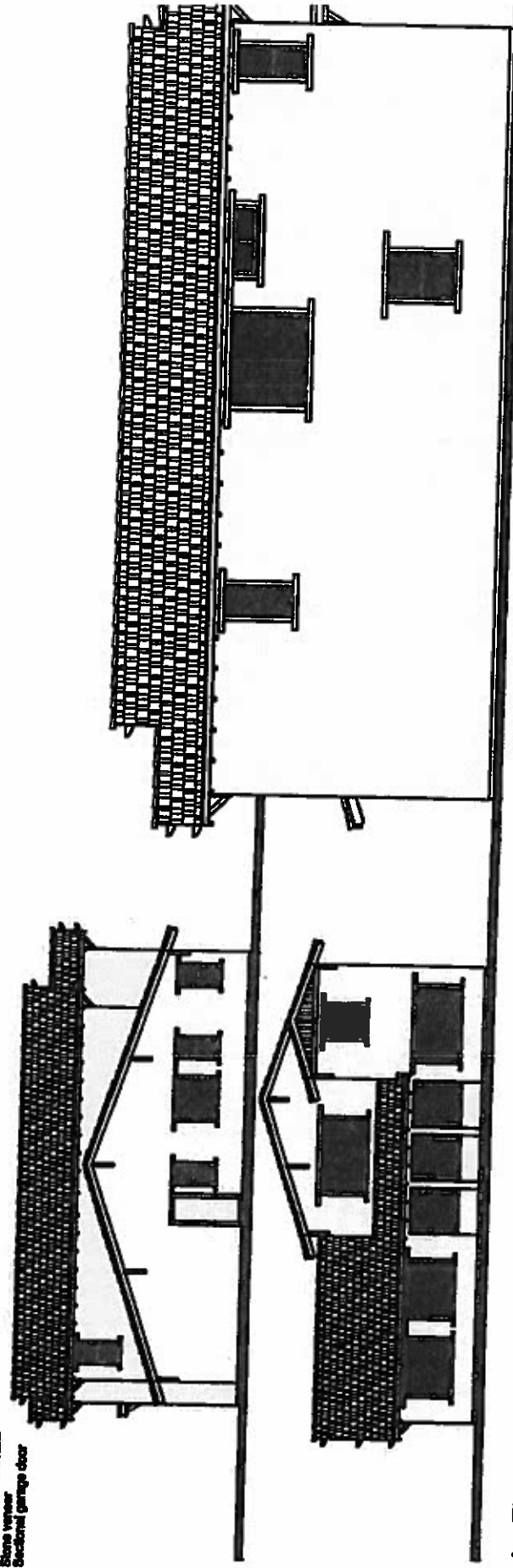
Perris Estates

Plan 2B-3, 149 SF

4 Bedroom OPT 5



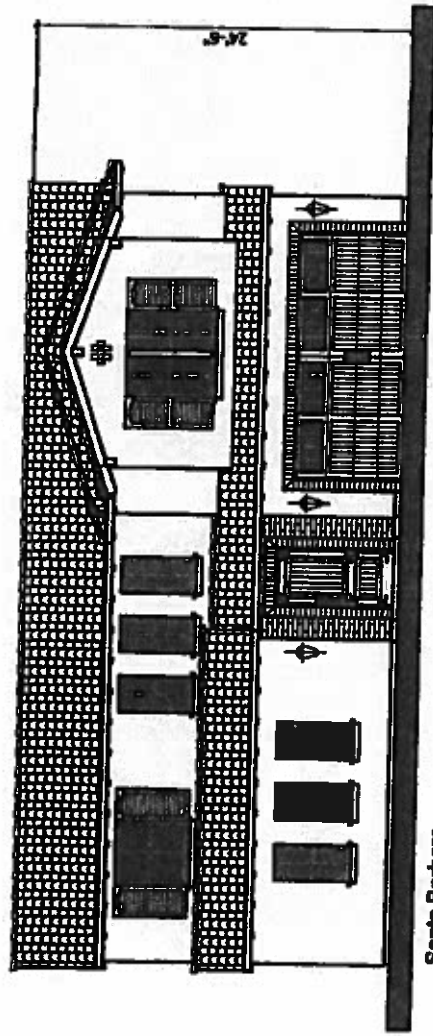
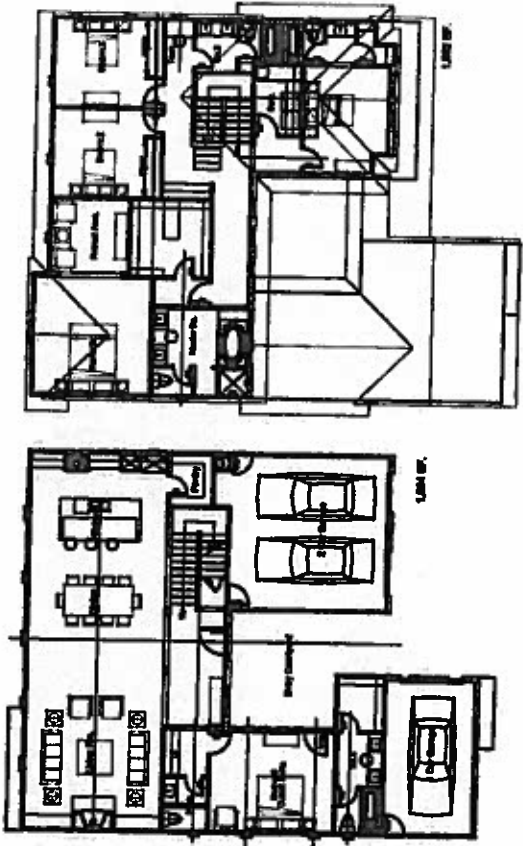
- Craftsman**
- Concrete flat tile roof (Earth tone color)
 - Stucco exterior
 - Wood windows and screen doors
 - Fiber windows and screen doors
 - Decorative ceiling
 - Decorative floor details
 - Stone veneer
 - Sectioned garage door



Perris Estates

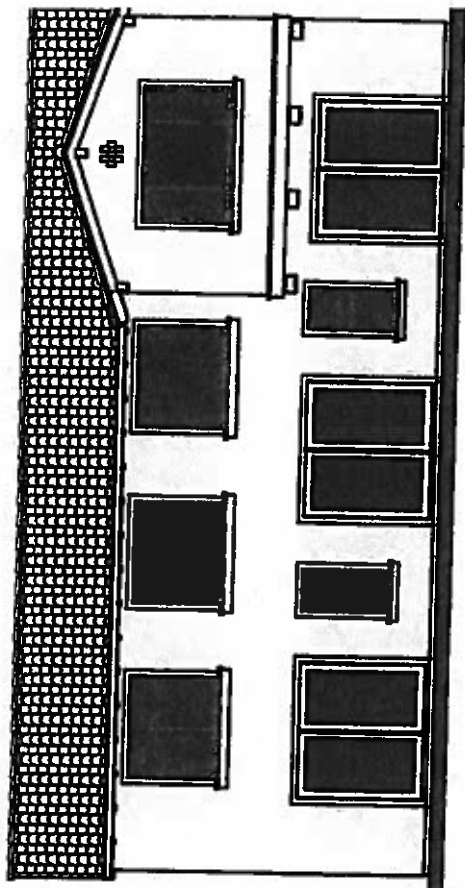
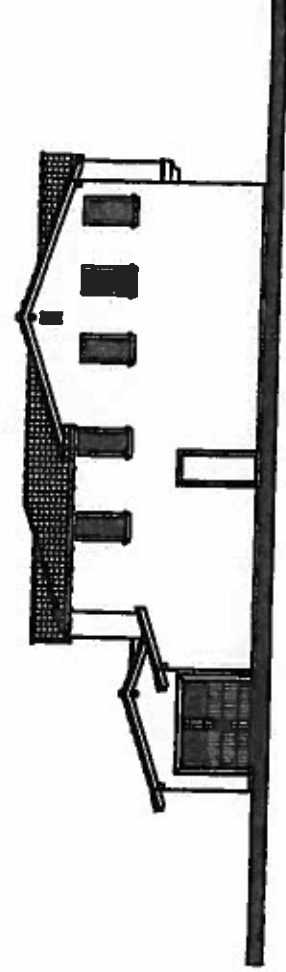
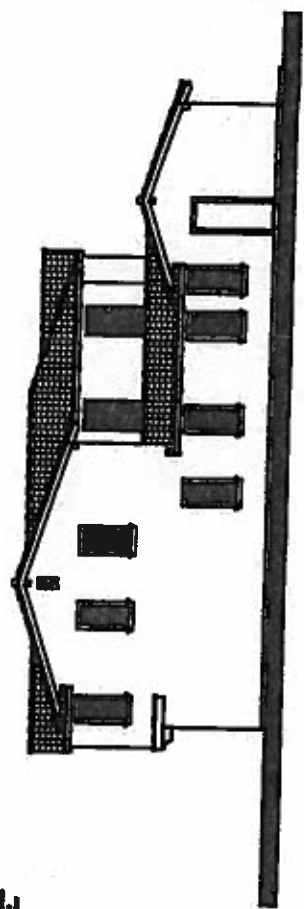
Plan 2C-3,149 SF

4 Bedroom OPT 5



Santa Barbara

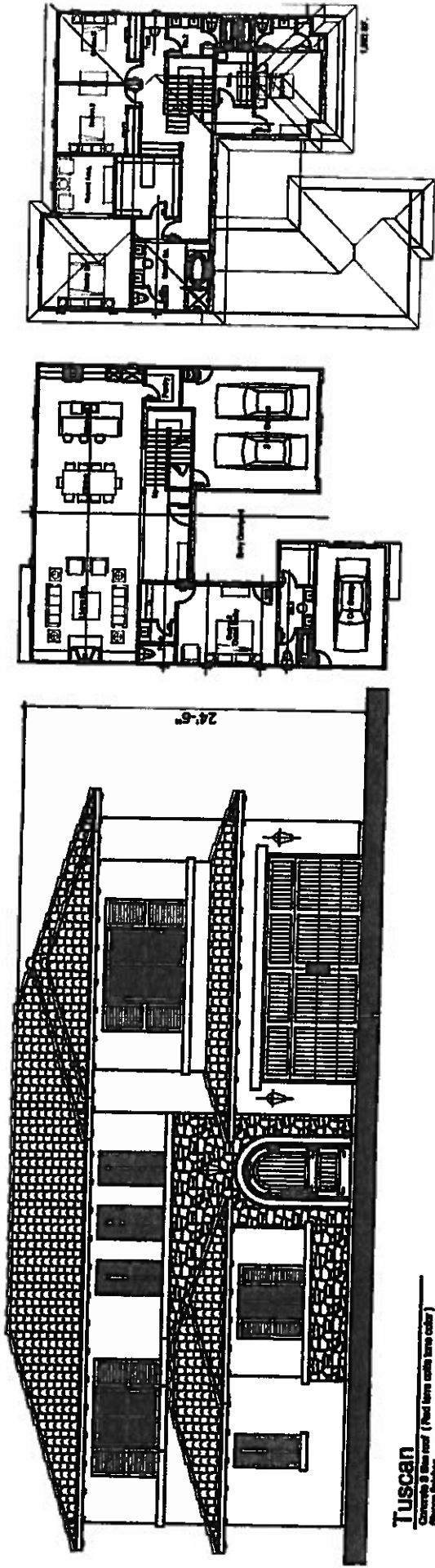
Architectural Firm Name
Address
City, State, Zip
Phone Number
Fax Number
Website



Perris Estates

Plan 3A-3,326 SF

4 Bedroom OPT 5



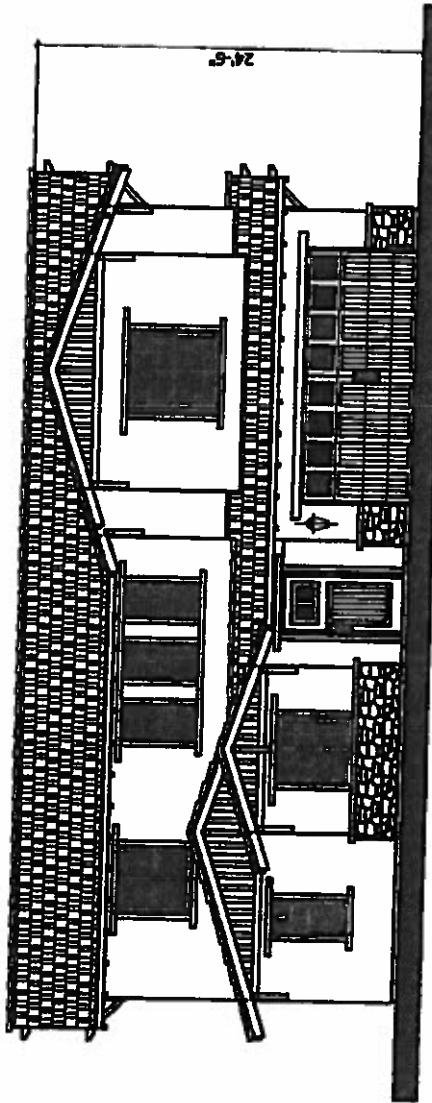
Tuscan

Concrete & blue roof (Red terra cotta terra cotta)
 Stucco finish
 White trim
 White woodwork
 Dark woodwork
 Dark woodwork
 Dark woodwork
 Dark woodwork

Perris Estates

Plan 3B-3,326 SF

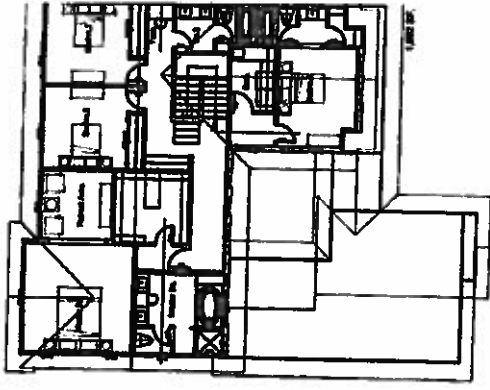
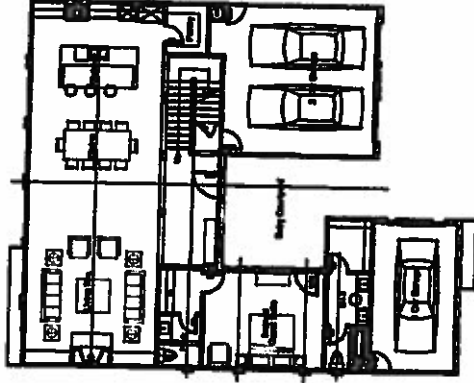
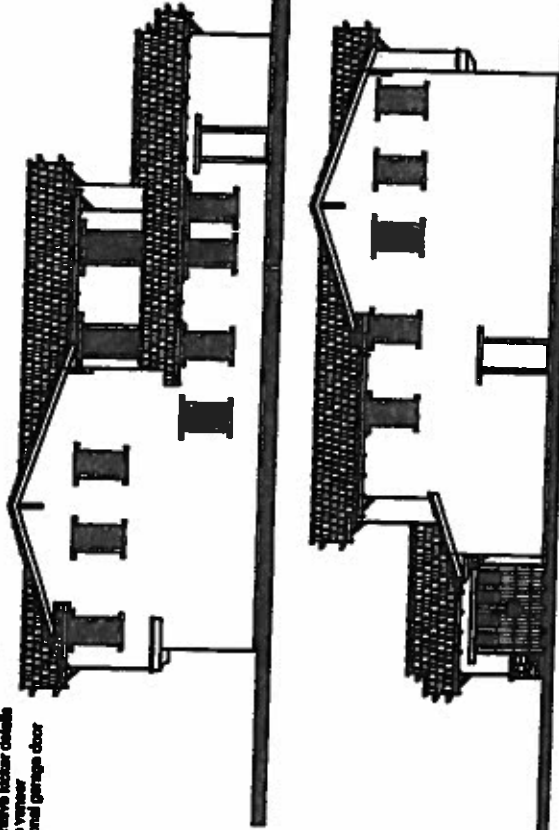
4 Bedroom OPT 5



24'-6"

Craftsman

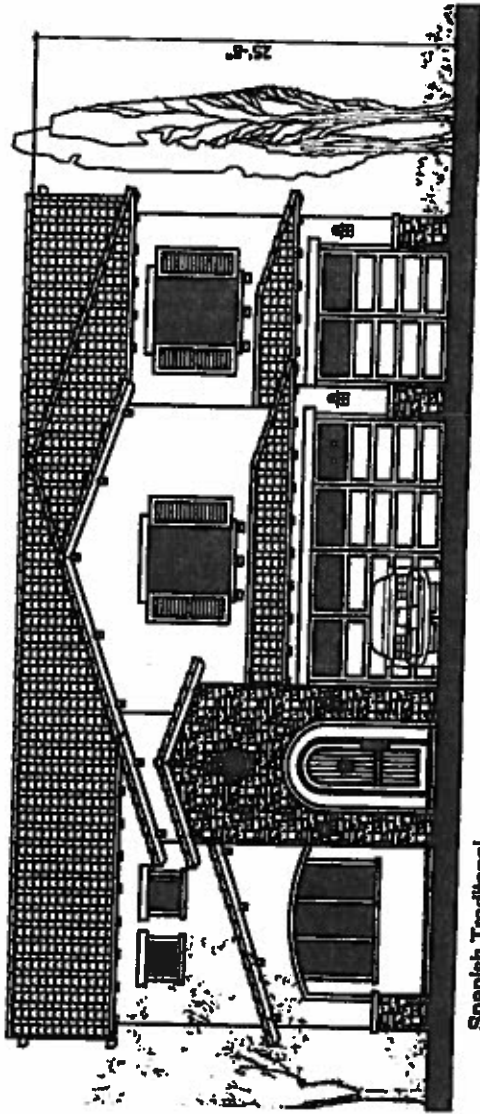
- Concrete tile roof (Earth tone color)
- Stucco finishes
- Wrought iron hardware
- Flared columns w/ turned tops
- Decorative iron ceiling
- Decorative iron corbels
- Stucco veneer
- Sectional garage door



Perris Estates

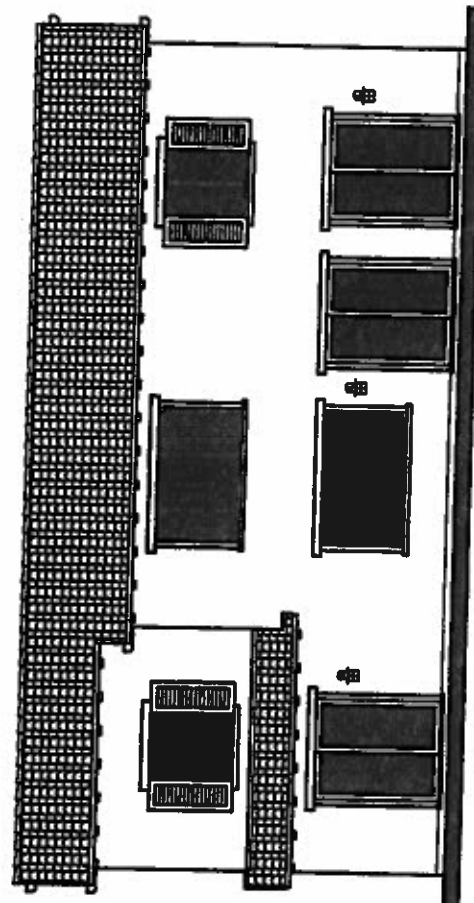
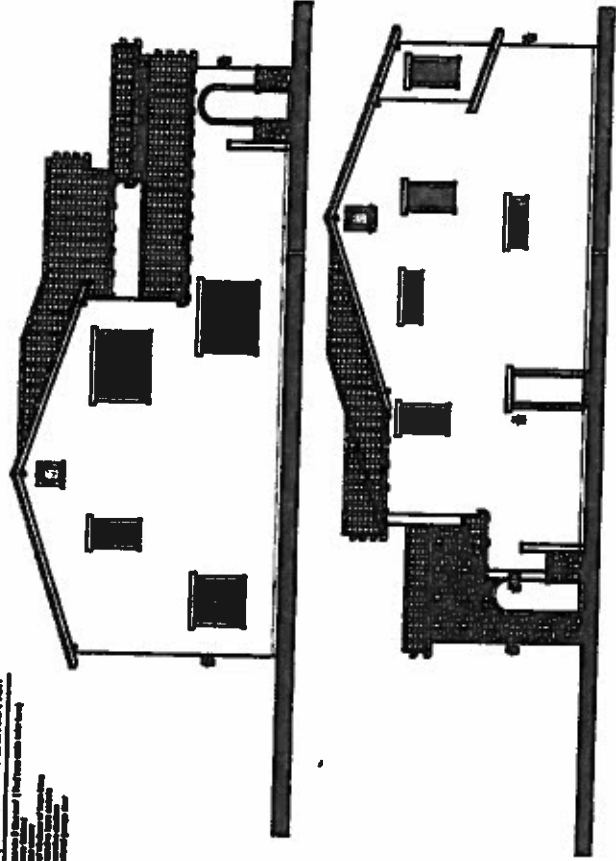
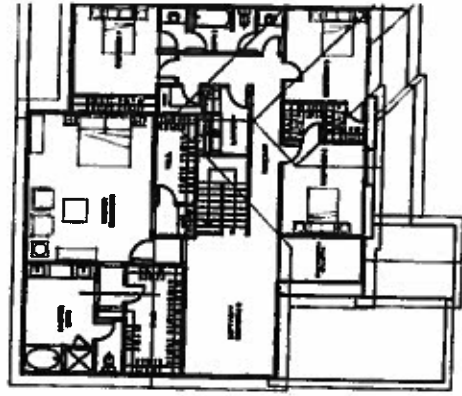
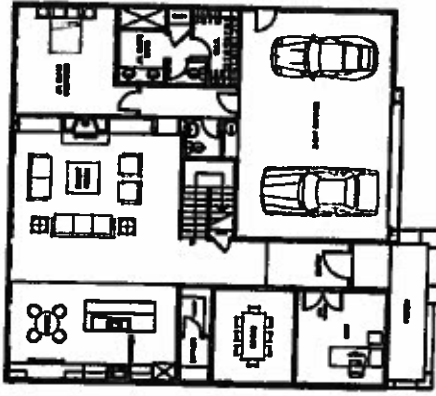
Plan 3C-3,326 SF

4 Bedroom OPT 5



Spanish Traditional

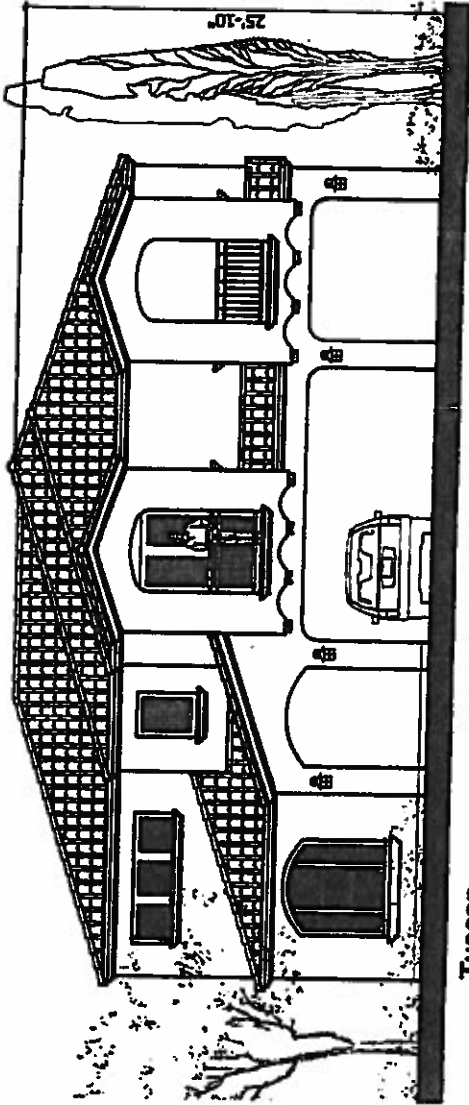
Spanish Traditional (This house is not for sale)
 1998
 2000
 2002
 2004
 2006
 2008
 2010
 2012
 2014
 2016
 2018
 2020



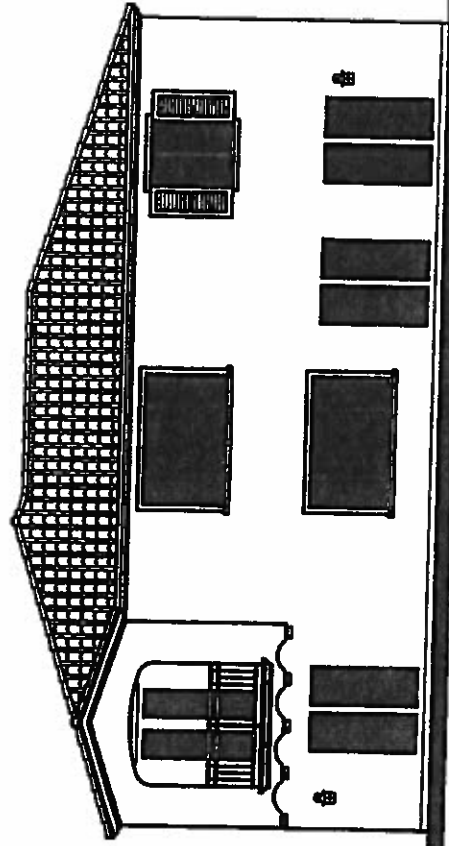
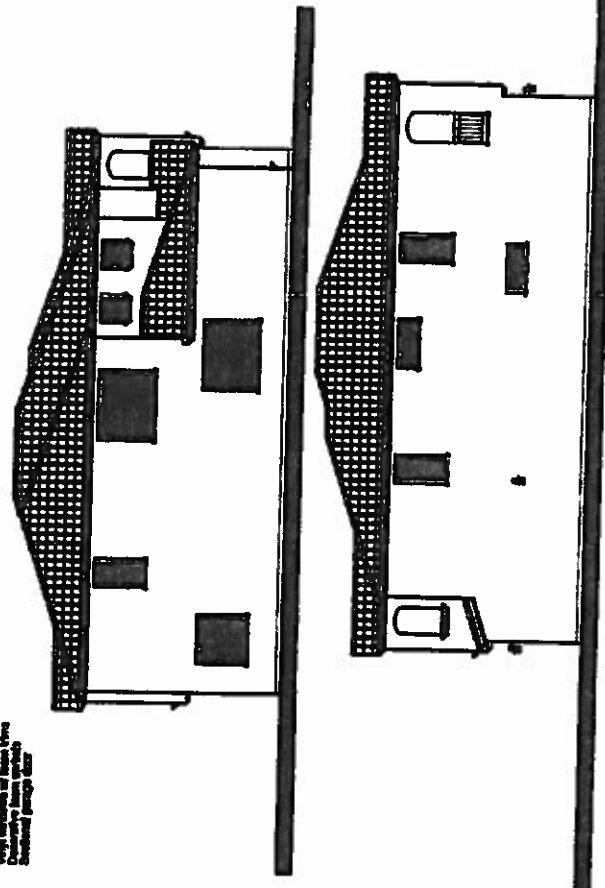
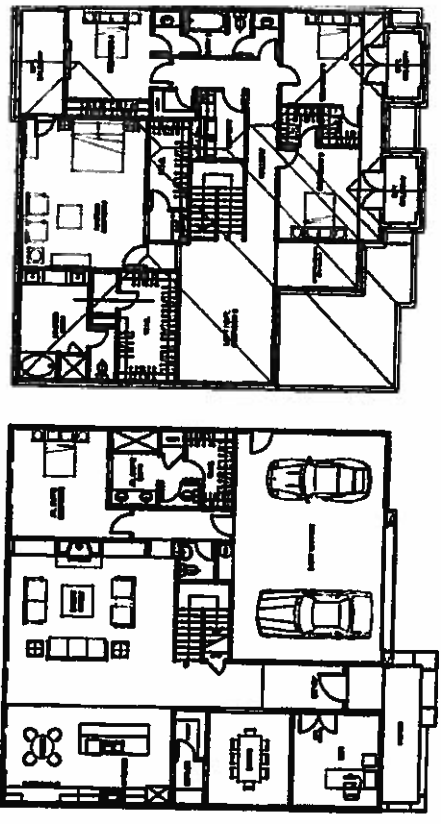
Perris Estates

Plan 4A-3,859 SF

5 Bedroom OPT 6



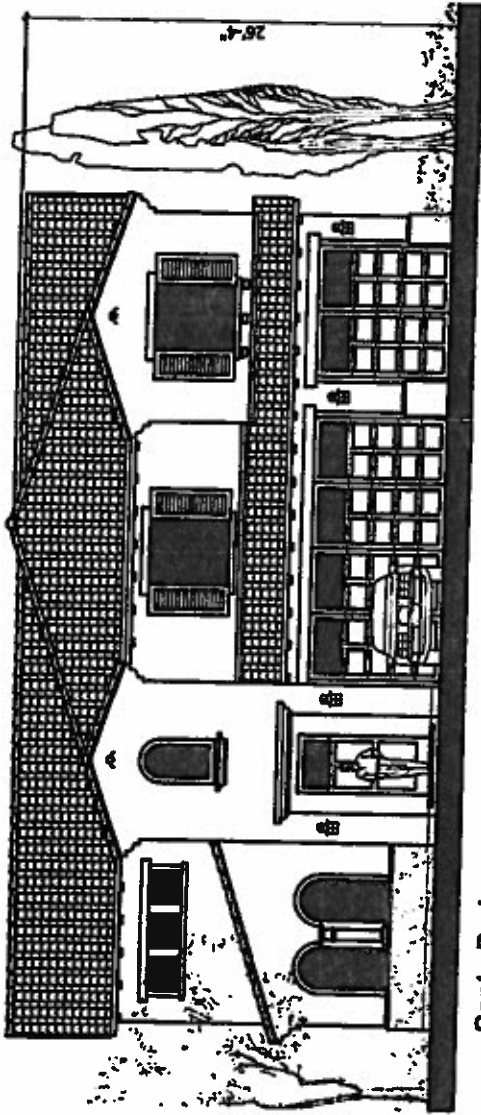
Tuscan
 Columns & shutters
 Shuttered windows
 Vaulted ceilings
 Secondary stone finish
 Secondary garage door



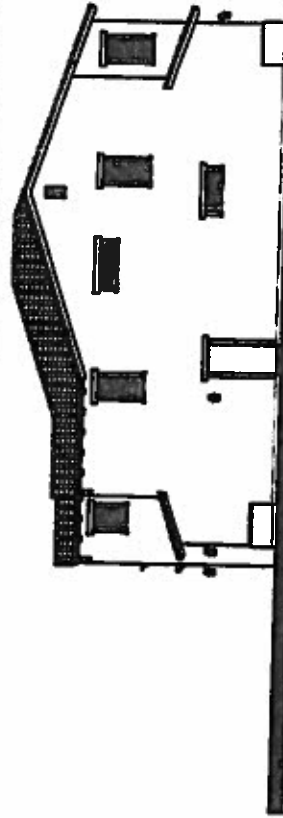
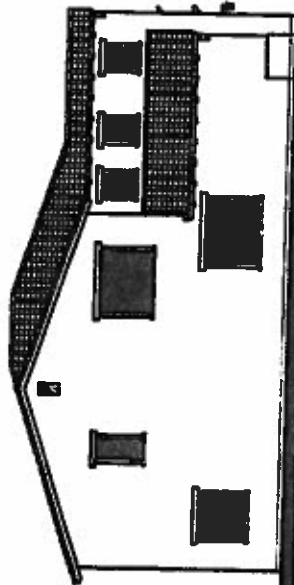
Perris Estates

Plan 4B-3,859 SF

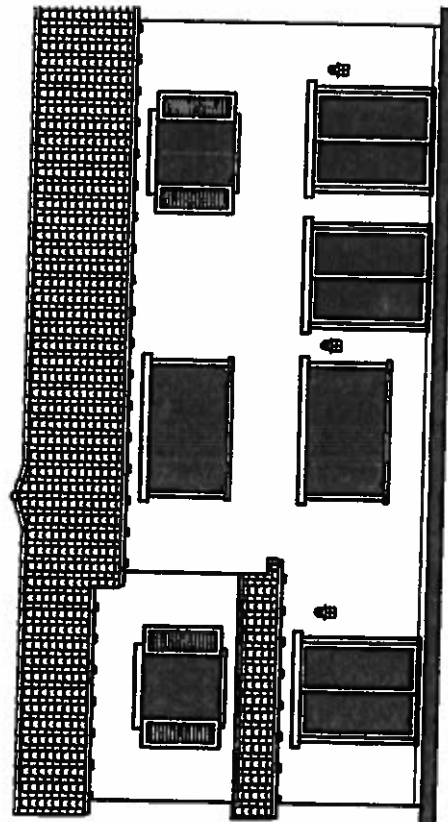
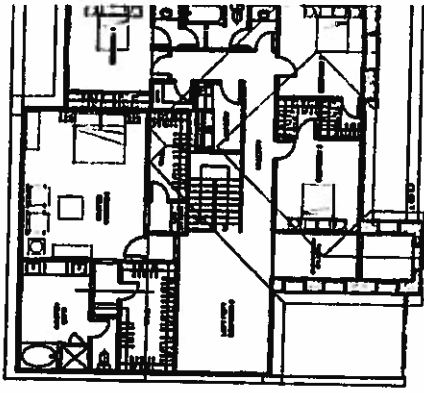
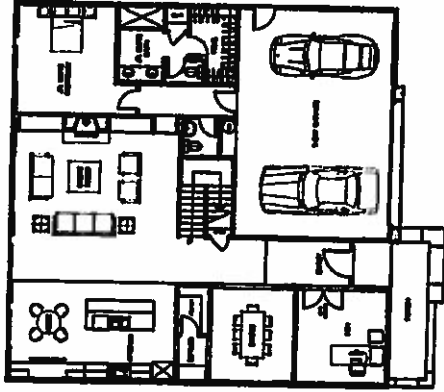
5 Bedroom OPT 6



Santa Barbara
 Santa Barbara, CA 93101
 Santa Barbara, CA 93101
 Santa Barbara, CA 93101



Perris Estates



Plan 4C-3,859 SF

5 Bedroom OPT 6

indicated in Table MA-1. Table 3A which is applicable to other airports in the county does not apply to March ARB/IPA. Table MA-1 makes adjustments to Table 3A that take into account the comparatively large geographic extent of the airport's impacts. Also, Compatibility Zone C is divided into two separate zones, C1 and C2.

The outer limits of *Zone E* and the areas within the *High Terrain Zone* define the airport influence area for March ARB/IPA. On the east side of the airfield, Zone E is established at 14,000 feet from the runway centerline. This distance is equivalent to the outer limits of the civilian airport conical surface, as established by FAR Part 77. The compatibility zones on the west side of the airport are more extensive because those areas are routinely overflown by both military and civilian aircraft.

MA.2 Additional/Specific Compatibility Policies

Policies set forth in Chapter 2, Countywide Policies, shall be modified or supplemented for the *March ARB/IPA ALUCP* as follows.

2.1 *Basic Land Use Compatibility Criteria:*

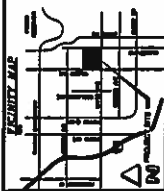
- (a) Countywide Table 2A: The basic compatibility criteria listed in Table 2A do not apply to the environs of March ARB/IPA. The compatibility criteria that shall be applicable to the March ARB/IPA influence area are set forth in Table MA-2. For the purposes of land use compatibility matters involving the March ARB/IPA influence area, any reference to Table 2A in the policies of Chapter 2 shall instead be taken as a reference to Table MA-2.
- (b) Countywide Policy 3.1.3(b): The policy concerning residential densities in Compatibility Zone D is not applicable to March ARB/IPA.
- (c) Countywide Policy 3.1.4(b): The reference to special risk-reduction building design measures is not applicable to March ARB/IPA.

2.2 *Infill:* Countywide Policy 3.3.1(a)(2) notwithstanding, infill residential development in the vicinity of March ARB/IPA need only be 50% bounded by similar uses to qualify as infill. All other provisions of Countywide Policy 3.3.1 apply.

2.3 *Supporting Compatibility Criteria for Noise:*

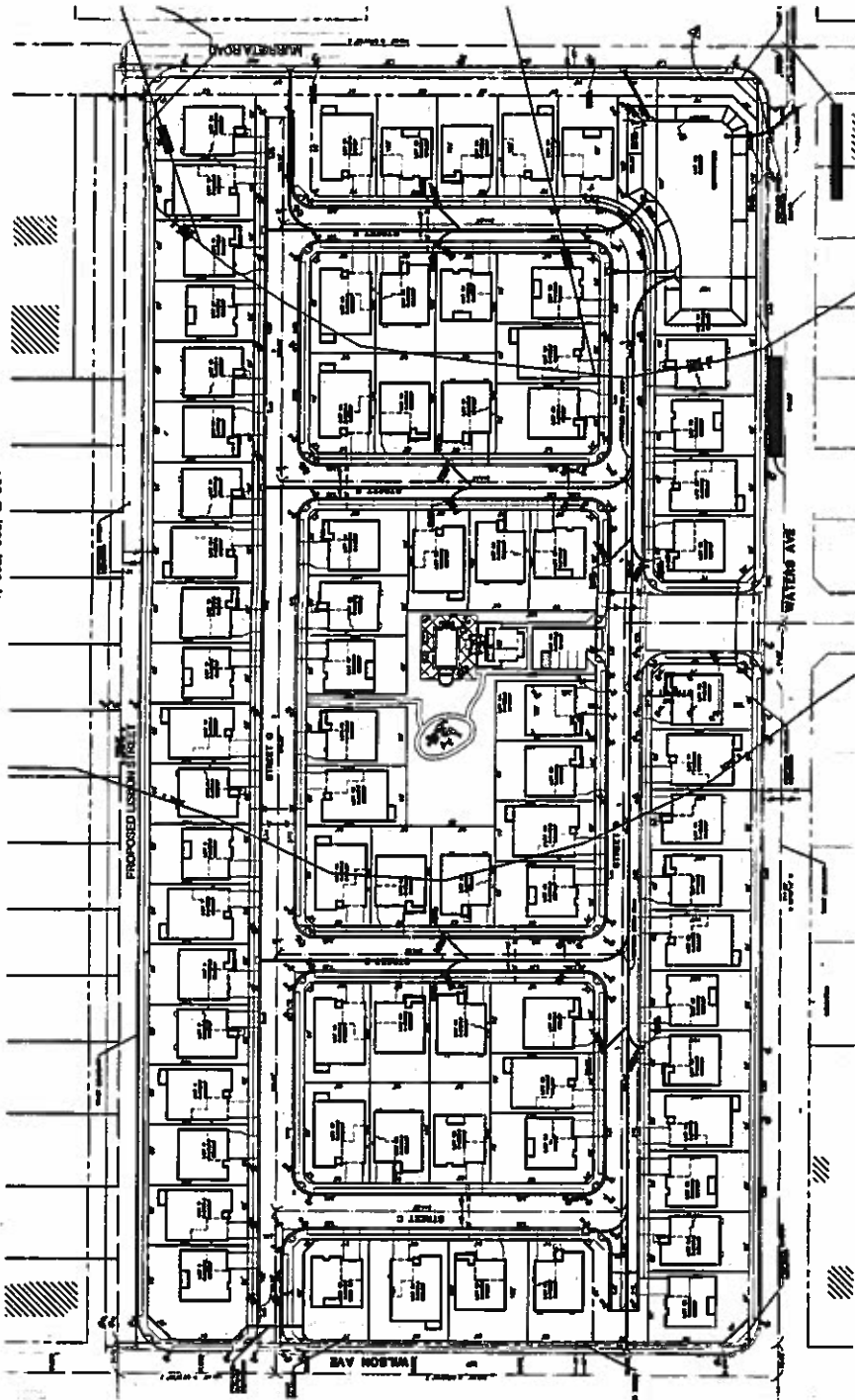
- (a) Countywide Policy 4.1.5: The CNEL considered normally acceptable for new residential land uses in the vicinity of March ARB/IPA is 65 dB. Table 2B is not applicable.
- (b) Countywide Policy 4.1.6: Single-event noise levels from aircraft operations can be particularly intrusive at night. Compared to other airports in the county, current and projected nighttime activity by large aircraft at March ARB/IPA warrants a greater degree of sound attenuation for the interiors of buildings housing certain uses as cited below.
 - (1) The maximum, aircraft-related, interior noise level that shall be considered acceptable shall be CNEL 40 dB for all new residences, schools, libraries, museums, hotels and motels, hospitals and nursing homes, places of worship, and other noise-sensitive uses. For office uses, the interior standard shall be CNEL 45 dB, the same as the countywide criterion.

TENTATIVE TRACT NO. 36797
 ASSESSOR PARCEL NUMBERS: 300-190-001, 002, 003, & 004



EXISTING LOT AREAS

LOT NO.	AREA (SQ. FT.)
1	10,000
2	10,000
3	10,000
4	10,000
5	10,000
6	10,000
7	10,000
8	10,000
9	10,000
10	10,000
11	10,000
12	10,000
13	10,000
14	10,000
15	10,000
16	10,000
17	10,000
18	10,000
19	10,000
20	10,000
21	10,000
22	10,000
23	10,000
24	10,000
25	10,000
26	10,000
27	10,000
28	10,000
29	10,000
30	10,000
31	10,000
32	10,000
33	10,000
34	10,000
35	10,000
36	10,000
37	10,000
38	10,000
39	10,000
40	10,000
41	10,000
42	10,000
43	10,000
44	10,000
45	10,000
46	10,000
47	10,000
48	10,000
49	10,000
50	10,000
51	10,000
52	10,000
53	10,000
54	10,000
55	10,000
56	10,000
57	10,000
58	10,000
59	10,000
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63	10,000
64	10,000
65	10,000
66	10,000
67	10,000
68	10,000
69	10,000
70	10,000
71	10,000
72	10,000
73	10,000
74	10,000
75	10,000
76	10,000
77	10,000
78	10,000
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80	10,000
81	10,000
82	10,000
83	10,000
84	10,000
85	10,000
86	10,000
87	10,000
88	10,000
89	10,000
90	10,000
91	10,000
92	10,000
93	10,000
94	10,000
95	10,000
96	10,000
97	10,000
98	10,000
99	10,000
100	10,000



GENERAL NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DISTANCES ARE MEASURED FROM THE CENTERLINE OF THE STREET.
3. ALL DISTANCES ARE MEASURED FROM THE CENTERLINE OF THE STREET.
4. ALL DISTANCES ARE MEASURED FROM THE CENTERLINE OF THE STREET.
5. ALL DISTANCES ARE MEASURED FROM THE CENTERLINE OF THE STREET.
6. ALL DISTANCES ARE MEASURED FROM THE CENTERLINE OF THE STREET.
7. ALL DISTANCES ARE MEASURED FROM THE CENTERLINE OF THE STREET.
8. ALL DISTANCES ARE MEASURED FROM THE CENTERLINE OF THE STREET.
9. ALL DISTANCES ARE MEASURED FROM THE CENTERLINE OF THE STREET.
10. ALL DISTANCES ARE MEASURED FROM THE CENTERLINE OF THE STREET.

ABBREVIATIONS

- 1" = 10'
- 1" = 20'
- 1" = 30'
- 1" = 40'
- 1" = 50'
- 1" = 60'
- 1" = 70'
- 1" = 80'
- 1" = 90'
- 1" = 100'

LAND AREA

1" = 10,000 SQ. FT.

ZONING

AS SHOWN ON THE ZONING MAP AND THE ZONING ORDINANCES OF THE CITY OF LOS ANGELES.

PROJECT DESCRIPTION

THE PROJECT IS A RESIDENTIAL DEVELOPMENT CONSISTING OF 100 UNITS.

TOTAL STREET LENGTH

100 FEET

STREET LOT AREAS

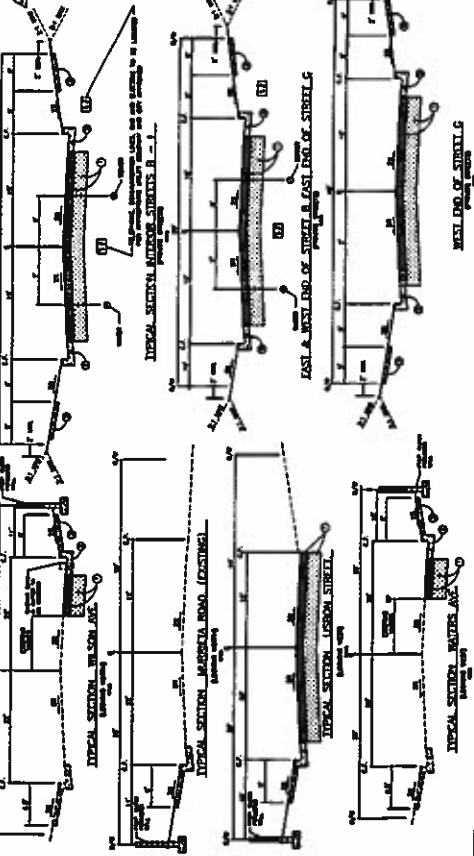
STREET	LOT AREA (SQ. FT.)
1	10,000
2	10,000
3	10,000
4	10,000
5	10,000
6	10,000
7	10,000
8	10,000
9	10,000
10	10,000
11	10,000
12	10,000
13	10,000
14	10,000
15	10,000
16	10,000
17	10,000
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65	10,000
66	10,000
67	10,000
68	10,000
69	10,000
70	10,000
71	10,000
72	10,000
73	10,000
74	10,000
75	10,000
76	10,000
77	10,000
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82	10,000
83	10,000
84	10,000
85	10,000
86	10,000
87	10,000
88	10,000
89	10,000
90	10,000
91	10,000
92	10,000
93	10,000
94	10,000
95	10,000
96	10,000
97	10,000
98	10,000
99	10,000
100	10,000

LEGAL DESCRIPTION

THE PROJECT IS A RESIDENTIAL DEVELOPMENT CONSISTING OF 100 UNITS.

PROPOSED STREET SPACING

100 FEET



Prepared under the supervision of:

DATE: _____

APPROVED BY: _____

DATE: _____

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: February 23, 2016

SUBJECT: **Extension of Time No. 16-05001 for Tentative Tract Map 32032,**
located at the southeast corner of Ellis Ave. and A St.
Applicant: James R. Hoxie

REQUESTED ACTION: **APPROVE** a one (1) year Extension of Time (EOT 16-05001) for
Tentative Tract Map 32032, until January 08, 2017, to subdivide 37.5
acres into 108 residential lots for single family residential development.

CONTACT: Clara Miramontes, Director of Development Services 

BACKGROUND/DISCUSSION:

On June 28, 2005, the City of Perris City Council approved Tentative Tract Map 32032 (04-0182) to subdivide 37.5 acres to 108 residential lots with an average lot size of 10,000 sq. ft. Located at southeast corner of Ellis Avenue and A Street.

On January 08, 2008, the City of Perris City Council approved extension of time (07-12-0010) for the first of allowable six extensions for Tentative Tract Map 32032. The applicant is now requesting the City Council to approve the second extension request.

Due to market conditions, the applicant requests an extension of time, as permitted by the Subdivision Map Act. If approved, Tentative Tract Map 32032 will expire January 08, 2017. If the subject map is not recorded prior to that date, a new extension request must be filed and approved by the City Council.

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

PREPARED BY: Brian Muhu, Development Services Assistant

City Attorney: N/A
Assistant City Manager: Ron Carr 
Attachments: Conditions of Approval of Tract Map 32032 and Tract Map Exhibit

Consent: February 23, 2016
Public Hearing:
Business Item:

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

CONDITIONS OF APPROVAL

Tentative Tract Map 32032

April 6, 2005 Planning Commission Meeting

Project: Tentative Tract Map to subdivide 37.5-acre site into 108 single family residential lots located at the southwest corner of Ellis Avenue and "A" Street. The applicant is Oliver Cagle.

1. **Approval Period.** In accordance with the Subdivision Map Act, the recordation of the final map shall occur within two (2) years from the approval date unless an extension is granted. The applicant may apply for a maximum of five (5) one-year extensions, to permit additional time to record the final map. A written request for extension shall be submitted to the Department of Planning and Community Development at least thirty (30) days prior to the expiration of Tentative Map approval.

Acceptance of Tentative Tract Map 32032 Conditions of Approval letter shall be signed and submitted to the Planning Division prior to issuance of any building permits.

2. **Approved Plans.** The project shall conform to the approved Tentative Tract Map, dated February 2, 2005, except as modified by these Conditions.
3. **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.
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 all of the following R7 Residential zoning district regulations to the maximum extent:
 - Minimum Lot Size: 6,000 square feet
 - Maximum Lot Coverage: 40%
 - Minimum Lot Width: 50 feet
 - Minimum Lot Depth: 100 feet
 - Minimum Lot Frontage: 50 feet
 - Minimum Lot Frontage (cul-de-sac/knuckle): 35 feet

Tentative Tract Map 32032 shall be revised to comply with the above-mentioned

minimum standards of the R7 Residential zoning district regulations prior to the scheduling of the City Council public hearing.

All lots within the subdivision shall maintain the minimum lot width and lot depth. Adjustments shall not be granted as part of this approval.

5. **City Engineer.** The proposed project shall adhere to the requirements of the City Engineer as indicated in the in the Conditions of Approval dated September 21, 2004.
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. 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
7. **Southern California Edison.** Prior to issuance of building permits, the applicant shall contact the area service planner (909 928-8323, Art Alvarado) for Southern California Edison (SCE) to complete the required forms prior to commencement of construction.
8. **Residential Use and Development Restrictions.** The physical development of all lots shall be reviewed and approved by the city. Any use, activity, and/or development occurring on the site without appropriate city approvals shall constitute a code violation and shall be treated as such. Placement of any sales trailer or a model home shall require separate review and approval by the City.
9. **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, including any Administrative Development Plan Review approvals, 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.
10. **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 Department of

Planning and Community Development 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.
11. **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.
12. **Landscaping.** Prior to issuance of building permits, the developer shall submit three (3) copies of construction level Landscape and Irrigation Plans to the Department of Planning and Community Development, accompanied by the appropriate filing fee. The plans shall be prepared by a registered landscape architect and include the location, number, genus species, and container size of the plants. Plants shall be consistent with Section 19.70 of the Perris Municipal Code. The cover page shall identify the total square footage of the landscaped area and note that it shall maintained in accordance with Section 19.70 of the City Code. Use of water efficient fixtures and drought tolerant plants is encouraged. For model home complexes at least one of the models should be landscaped utilizing xeriscape concepts. Additional landscape requirements include that front-yard landscaping and irrigation shall be provided for all lots, and landscaping, irrigation, and street trees along all arterial and collector road abutting the project.. All slopes greater than two (2) feet in height shall be landscaped and irrigated.
13. **Landscaping of Storm Drain Facilities.** The grading, fencing, plant material, irrigation, and other aspects of landscape design shall positively integrate the pedestrian paseo/storm drain channel and detention basins into the residential neighborhood. Fencing shall consist of high-quality tubular steel or decorative wrought iron that does not obstruct views into or through these facilities. Fencing shall maintain a streetscape that is consistent with single-family residential neighborhoods (10-20 foot setbacks) and provide adequate transitions to individual dwellings. Plant material shall incorporate species used in front-yards throughout the project, to further integrate these facilities into the design. The final use and design of these facilities may include joint recreational use and shall be subject to an Administrative Development Plan Review, subject to approval from the Director of Planning and Community Development.
14. **Landscape Inspections.** The project applicant shall be aware and inform the on-site

project or construction manager and the landscape contractor of their responsibility to call for landscape inspections. A minimum of three (3) landscape inspections are required in the following order, and the landscape inspection card shall be signed by the City's landscape inspector to signify approval at the following stages of landscape installation:

- a. At installation of irrigation equipment, when the trenches are still open;
 - b. After soil preparation, when plant materials are positioned and ready to plant; and,
 - c. At final inspection, when all plant materials are installed and the irrigation system is fully operational.
15. **Walls and Fences.** Prior to issuance of building permits, the developer shall submit and obtain approval form the Department of Planning and Community Development of a wall/ fence plan. At a minimum, this plan shall include the following items:
- a. A six-foot high, decorative block wall around the perimeter of the project site and along entry drives into the tract; Pilasters shall be provided approximately every 120 to 150 feet coincident with interior lot corners along perimeter walls adjacent to collector and arterial streets. Types of block and colors shall be coordinated with other block walls along the same street.
 - b. A six-foot high, decorative block wall/tubular steel fence on all residential property lines where side or rear yards adjoin a public street or storm drain facility; and,
 - c. Six-foot high, vinyl or similar material fence on all other side and rear property lines throughout the project.
16. **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 of \$1,651 per dwelling unit;
 - c. The developer shall pay all development impact fees, including parks and recreation fees in accordance with Ordinance Number 953. Such fees shall be based on a ratio of five acres per thousand residents.
 - 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.

17. **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., on weekdays. Construction may not occur on weekends or State holidays, without prior consent of the Building Official. Non-noise generating activities (e.g., interior painting) are not subject to these restrictions.
 - 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.
18. **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:
- Low NO_x water heaters per specifications in the Air Quality Attainment Plan;
 - Heat transfer modules in furnaces;
 - Light colored water-based paint and roofing materials;
 - Passive solar cooling/heating; and,
 - Energy efficient appliances and lighting.
19. **Underground Utilities.** All utilities such as cable TV and electrical distribution lines (including those which provide direct service to the project site and/or currently exist along public right-of-ways) adjacent to the site shall be placed underground, except for electrical utility lines rated at 65kv or larger.
20. **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 Department of Planning and Community Development.

21. **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 Department of Planning and Community Development and the Police Department.
22. **Phasing.** Any Phasing Plan shall be reviewed and approved by the Department of Planning and Community Development and the City Engineer. Each Phase of the project shall provide adequate drainage and at least two points of access to all lots.
23. **Assessment Districts.** Prior to recordation of the Final Map, the developer shall annex into the Landscape Maintenance District and post an adequate maintenance performance bond to be retained by the City. The developer shall also annex the project into the Street Lighting, Flood Control, and Park Maintenance Districts of the City of Perris.
24. **Residential Use and Development Restrictions.** The physical development of all lots shall be reviewed and approved by the city. Any use, activity, and/or development occurring on the site without appropriate city approvals shall constitute a code violation and shall be treated as such. Placement of any sales trailer or a model home shall require separate review and approval by the City.
25. **City-Approved Waste Hauling.** The developer shall use only the City-approved waste hauler for all construction and other waste disposal.
26. **Rock Outcroppings.** The rock outcroppings on-site will be preserved and integrated into the physical development of the lots.
27. **Reports/Studies.** The developer shall comply with the recommendations outline in the following reports/studies to the satisfaction of the City Engineer:
 - RK Engineering Group, Inc. Tract Impact Study, May 19, 2004.
 - BonTerra Consulting, Biological Constraints Assessment, dated June 16, 2004.
 - Pacific Soils Engineering, Inc., Preliminary Geotechnical Investigation, dated February 24, 2004.
28. **Liens.** The developer shall pay-off all liens owned to the city prior to issuance of building permits.
29. Developer shall annex to the future Public Safety/Park CFD (Community Facilities District) prior to final map or prior to formation of any developer initiated CFD.
30. The applicant shall contact the school district to ensure that public school impacts are mitigated.

31. All slopes for erosion control shall be approved and treated as approved by the City Engineer and Planning Division.
32. **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.

April 6, 2004 Planning Commission Meeting

APPROVAL DATE

PROJECT PLANNER



CITY OF PERRIS

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

HABIB MOTLAGH, CITY ENGINEER

CONDITIONS OF APPROVAL

P8-757

September 21, 2004, *Revised to Comply with Revised Map Dated June 17, 2005*
TTM 32032 (P04-0182)

With respect to the Conditions of Approval for the above referenced project, the City of Perris requires that the land divider provide the following street improvements and/or road dedications in accordance with the City of Perris Municipal Code Title 18. It is understood that the tentative tract map correctly shows all existing easements, traveled ways, right of ways, 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. All questions regarding the true meaning of the conditions shall be referred to the City Engineers' office.

The lots adjacent to "A" Street and Ellis Avenue will require construction of combination split, retaining, and free standing wall in order to provide for maintenance of the slopes. The back area of lots 1, 18-26, 63, 92-98, B, and 99-108 shall not be considered as part of these lots.

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 located outside of road right-of-way if required shall be constructed within dedicated drainage easements.

- b. Drainage facilities outletting sump conditions shall be designed to convey the tributary 100-year storm flows. Additional emergency escape shall also be provided.
- c. The property's street and lot 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.
- d. Drainage easements shall be obtained from the affected property owners for the release of concentrated or diverted storm flows, if any, onto the adjacent property. A copy of the drainage easements shall be submitted to the City for review prior to its recordation.
- e. All drainage facilities with exception of nuisance drainage improvements as indicated below shall be designed to convey the 100-year storm runoff in addition to bulking factor to mitigate the impact of erosion and other debris. Minimum 18" storm drain and catch basins for nuisance runoff shall be installed and connected to proposed storm drain facilities in addition to those shown on drainage report at the following locations:
- Catch basin and pipe at the intersections of:

Ellis Avenue and River Road
"E" Street and "D" Street
- f. A detailed hydrology report and hydraulic calculation shall be submitted to the City for review and approval. The report shall address the offsite flow accumulative onsite runoff and the impact to adjacent downstream properties. The report shall analyze the hydraulic capacity of downstream facilities. The applicant shall video existing storm drain system, clean as required prior to any connection.
- g. 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.

- h. Onsite retention / detention basin (Lot A and Lot B) per Tentative Tract Map shall be provided. The basin shall be designed and built to comply with Water Quality Standards and landscaped as determined by the Planning and Public Works Departments. Fence and adequate access shall be provided for maintenance of these facilities.

The outlet pipe proposed from Lot "B" shall be extended along Ellis Avenue easterly and outlet to an acceptable outlet around the Railroad right-of-way as determined by City.

2. Sufficient right-of-way along River Road shall be dedicated to provide for 30', $\frac{1}{2}$ -width dedicated right-of-way. River Road from north tract boundary to south tract boundary shall be improved to provide for paving and curb and gutter located 20' on east side of centerline and a minimum of 15' new paving on the west.
3. Sufficient right-of-way along Ellis Avenue shall be dedicated to provide 64', $\frac{1}{2}$ -width dedicated right-of-way. Ellis Avenue from "A" Street intersection to westerly tract boundary shall be improved to provide for paving and curb and gutter located 47' on south side of the centerline and a minimum of 48' new paving. Ellis Avenue along north side of centerline within the same reach shall be improved with a minimum of 7', $\frac{1}{2}$ -width landscape median and 15' wide paving.
4. Sufficient right-of-way along "A" Street shall be dedicated to provide 44', $\frac{1}{2}$ -width dedicated right-of-way. "A" Street from south tract boundary to the intersection of Ellis Avenue along west side shall be improved to provide for 30' of new pavement, curb and gutter located 32' on west side of the centerline and within the same reach shall be improved with a minimum of 15' new paving. The existing pavement along east side may be overlay as determined by City Engineer.
5. All interior streets shall be improved with concrete curb, gutter, and paving located 20' from either side of centerline located within 60' full width dedicated right-of-way. Street geometric shall comply with Riverside County Standards.
6. Street lights shall be installed along all interior streets, Ellis Avenue and "A" Street and River Road as approved by City Engineer per Riverside County and Southern California Edison standards.

7. 6' wide concrete sidewalk shall be installed throughout this project.
8. The proposed development is in the City of Perris service area for sewer and water. The applicant shall provide water and sewer facilities to this development and comply with City, EMWD, Fire Department, and Health Department's requirements. EMWD's approval of existing downstream sewer capacity is a requirement. Fire flow calculation shall be provided to meet Fire Department's criteria.
9. Prior to issuance of any permit, the developer shall sign the consent and waiver forms to join the landscaping, flood control, street maintenance, and lighting districts. The developer shall maintain the landscaping for a period of one year after acceptance of these improvements and pay the 18-month advanced energy charges for street lights.

All storm drain facilities including basins, catch basins, and pipes and portions of existing downstream facilities shall be annexed to Flood Control District.

10. Existing power poles fronting this site along River Road, "A" Street, and Ellis Avenue (if any) shall be undergrounded.
11. On and off-site street, drainage, water, sewer, striping, signing, street lighting, grading, erosion control plans along with hydrology and hydraulic reports shall be submitted to City Engineer's office for review and approval.
12. Access shall be restricted along River Road, "A" Street, and Ellis Avenue as shown on tentative map and so noted on the final map.
13. Additional street improvements shall be provided along of existing paved area if disturbed due to construction of utilities or as directed by the City Engineer.
14. Signage and striping shall be provided on all interior and exterior streets.
15. Traffic signal at intersections of Ellis Avenue and "A" Street may be required. Prior to issuance of any occupancy permit, applicant shall submit a warrant report to determine the need and timing for signal. If

signal is warranted, applicant shall install and receive up to \$100,000 from Cap Fee.

16. Additional street improvements at all exterior intersections shall be required as determined by City Engineer to provide for right, left, through, and transitional lanes.

Habib Motlagh
Habib Motlagh
City Engineer

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: February 23, 2016

SUBJECT: **Variance Case No. 15-05166:** Request for a variance to allow an existing 1,950 sq. ft. home as a second dwelling unit where the Zoning Code allows a maximum size of 1,200 square feet for a second dwelling unit. A new 2,396 sq. ft. home is also proposed to be constructed as the primary unit on a 117,802 sq.ft. lot in the R-10,000 Single Family Residential Zone. **Applicant:** Joaquin Marquez

REQUESTED ACTION: **ADOPT Resolution No. (next in order)** approving Variance 15-05166, based on the findings and subject to the Conditions of Approval.

CONTACT: Clara Miramontes, Director of Development Services 

BACKGROUND/DISCUSSION:

On January 20, 2016, the Planning Commission conducted a public hearing on the proposed Variance and recommended to the City Council approval (5-ayes, 1-abstain, 1-noes) of the proposed project. This variance request is to facilitate the conversion of an existing 1,950 sq.ft. single family residence into a second dwelling unit and to construct a new 2,396 sq. ft. single family residence as the primary unit. The Zoning Code states that second dwelling units shall not exceed 1,200 sq. ft. The existing home exceeds the maximum allowable square footage for second dwelling units by 750 sq. ft., in which a variance is required. The "noe" vote was due to the lack of architectural detail for the new building but there was no objection to the variance. The applicant has revised the elevations to provide additional architectural detailing to the new building to address this concern.

Per the Zoning Code, the purpose of Chapter 19.81 "Second Dwelling Units" is to provide an additional opportunity for affordable housing in the City by permitting secondary units for residential purposes on lots for single-family use which are compatible. The applicant has a large extended family and has requested a variance a result of a necessity for additional square footage. The primary residence would be occupied by the property owner's daughter, her husband, children and grandchildren of whom she is the primary caretaker of and her parents would occupy the second dwelling unit. This would also allow the daughter to take care of her retired elderly parents.

The existing residence cannot accommodate her family and it would be an unnecessary hardship to require the applicant to demolish 750 sq.ft. of the existing residence solely to comply with zoning standards for a second dwelling unit. The lot is 117,000 sq.ft. in size and is sufficient in size to accommodate proposed buildings while complying with all development standards in the R-10,000 zoning. Specific findings are required to be made for the City Council to approve the variance request. These findings are found in the staff report.

The Zoning Code currently requires that the City Council approve all variances. This section of the code was not updated when the Planning Commission was established in 2001 in which it was the intention for the Commission to have approval authority over variances. Staff is currently updating this section of the Code to be consistent and reflect that variances are subject to Planning Commission approval and appeals are subject to review by the City Council. Until then, variances are currently subject to City Council approval.

Planning staff recommends the City Council approve the requested variance. Per the Zoning Code, Chapter 19.62, the City Council is authorized to grant Variances.

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

Prepared by: Brian Muhu, Development Services Assistant
Reviewed by: Clara Miramontes, Director of Development Services

Assistant City Manager: Ron Carr *RC*

Attachments:

1. Resolution, including Conditions of Approval
2. Planning Commission Staff Report Dated January 20, 2016
3. Minutes of Planning Commission Meeting January 20, 2016
4. Revised Elevation Dated February 16, 2016

Public Hearing: February 23, 2016

RESOLUTION NUMBER 16-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, APPROVING VARIANCE 15-05166 TO ALLOW AN EXISTING 1,950 SQ.FT. SINGLE FAMILY RESIDENCE TO BE CONVERTED TO A SECOND DWELLING UNIT WHERE THE ZONING CODE ALLOWS A MAXIMUM SIZE OF 1,200 SQUARE FEET FOR A SECOND DWELLING UNIT AT 818 DELINES DRIVE, LOCATED AT THE NORTHEAST CORNER OF METZ ROAD AND DELINES DRIVE, AND MAKING FINDINGS IN SUPPORT THEREOF. APPLICANT: JOAQUIN MARQUEZ

WHEREAS, the applicant applied for a variance from Chapter 19.81 “Second Dwelling Units” of the Zoning Code on October 14, 2015 to allow a second dwelling unit to exceed the maximum allowed square footage of 1,200 square feet; and

WHEREAS, the existing dwelling exceeds the maximum allowed square footage for second dwelling units by 750 square feet; and

WHEREAS, the variance request is also to allow an increase in living area of the maximum permitted size for a second dwelling unit permitted by the zoning code; and

WHEREAS, the proposed project is consistent with the City’s General Plan and, except for the requested variance, conforms to all zoning standards and other Ordinances and Resolutions of the City; and

WHEREAS, this Variance has been duly noticed; and

WHEREAS, on January 20, 2016 the Planning Commission conducted a duly, noticed public hearing on the proposed Variance, considered testimony and materials in the staff report and accompanying documents, and recommended approval of the proposed project; and

WHEREAS, on February 23, 2016 the City Council conducted a duly notice public hearing on the proposed projects, considered testimony and materials in the staff reports, 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

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

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

Section 2. The City Council hereby determines that the project is Categorically Exempt from the California Environmental Quality Act (CEQA) guidelines pursuant to Class 3 of Article 19, Section 15303, pertaining to New Construction or Conversion of Small Structures. 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 staff report and accompanying attachments, with respect to Variance 15-05166, the City Council finds that:

1. *There are unique physical circumstances applicable to the subject land, including size, shape, topography, location or surroundings.*

The subject parcel is a large 2.7 acre parcel and rectangular in shape which can easily accommodate two dwellings with the proposed square footage without adverse effects to the property or surrounding properties and still adhering to all the existing development standards. The property was purchased in order to accommodate for the applicants large extended family. The existing 1,950 square foot single family residence can no longer accommodate their needs. The parcel is 2 to 3 times larger than typical parcels zoned R-10,000 while still exceeding all developments standards with the proposed development included. The homeowners request for a larger dwelling unit can be accommodated on a property of this size. The fact that the subject lot is twice as large and is already developed with a residential unit creates unique circumstances that are not shared by other lots in the vicinity.

2. *The strict application of zoning standards deprives the property of the right to use the land in manner enjoyed by other conforming property in the vicinity under identical zoning standards.*

The existing structure to be designated as a second dwelling unit is 1,950 Square feet. The maximum allowed square footage for second dwellings is 1,200 square feet. It would not be practical and would create an unnecessary hardship to demolishing 750 square feet solely to comply with zoning standards for second dwelling units when there is ample room on the lot to accommodate two units with the proposed square footages. The lot can easily accommodate the additional square footage while exceeding all development standards. The lot coverage for the surrounding properties is around 40-60 percent while the applicant's proposal would have a lot coverage of approximately 4.57%

3. *The granting of the variance and any appropriate conditions of approval shall not constitute a grant of special privileges which other conforming properties in the vicinity do not enjoy under identical zoning standards.*

Proposal for a second dwelling unit is permitted in the R-10,000 Zoning District. The variance will allow the existing home to function as a second dwelling unit and the new home functioning as the primary dwelling to be constructed on a large vacant portion of the parcel. The Zoning Ordinance allows second dwelling units to provide an additional opportunity for affordable housing in the City by permitting secondary units for residential purposes on lots for single-

family use which are compatible. The granting of this variance will not constitute a special privilege in that that the property owner is entitled to a second dwelling unit as any other conforming property in the vicinity. Except for the size of the dwelling, the project complies with all other zoning codes.

4. *The granting of the variance will not adversely affect the objectives, policies, and programs contained in the City's General Plan.*

The requested variance is to allow the second unit to exceed the maximum allowed square footage by 750 square feet. The proposed variance is consistent with the intent of the state law, general plan and the zoning ordinance as the second dwelling will be subordinate to the primary dwelling. The size of the parcel allows for the second unit to comply with all the required development standards in the zoning code. The granting of the variances will not adversely affect the objectives, policies, and programs contained in the City's General Plan. Notices were sent to all adjacent property owners and not comments have been received.

Section 4. That for the foregoing reasons the City Council approves, Variance 15-05-166 to allow an existing 1,950 sq. ft. home as a second dwelling unit where the Zoning Code allows a maximum size of 1,200 square feet for a second dwelling unit at 818 Delines Drive, based on the information and findings presented in the staff report and subject to the attached Conditions of Approval (Exhibit A).

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

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

ADOPTED, SIGNED, and APPROVED this 23rd day of February 2016.

Mayor, Daryl R. Busch

ATTEST:

City Clerk, Nancy Salazar

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

I, **Nancy Salazar**, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number ____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 23rd day of February 2016, by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk, Nancy Salazar

Attachment: Conditions of Approval

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

**CITY COUNCIL
CONDITIONS OF APPROVAL**

Variance Case No. 15-05166

Date: February 23, 2016

PROJECT: Variance to allow an existing 1,950 sq. ft. home as a second dwelling unit where the Zoning Code allows a maximum size of 1,200 square feet for second dwelling units. A new 2,396 sq. ft. home is proposed to be constructed as the primary unit on a 117,802 sq.ft. lot in the R-10,000 Zone.(APN 311-030-028)

1. The project shall conform to all requirements of the City of Perris Municipal Code Title 19.
2. The project shall conform to the R-10,000 Zone regulations. Off-street parking shall be provided as required by specified code.
3. This approval shall be used within three (3) years of approval date; otherwise it shall become null and void and of no effect whatsoever. By use is meant the beginning of substantial construction contemplated by this approval within the three (3) year period which is thereafter diligently pursued to completion, or the beginning of substantial utilization contemplated by this approval.
4. Development of the project shall conform to the approved site plan and elevations, including wall, roof, and trim materials. Any deviation shall require the appropriate Planning Division review and approval.
5. Prior to issuance of any permit, a 33' right-of-way dedication for Metz Road, adjacent to the site and 30' right-of-way dedication for Delines Drive shall be provided.
6. The project shall adhere to all fire safety/emergency services requirements as mandated by the City Fire Marshall and any applicable city codes, ordinances, and the Uniform Fire Code.
7. The project shall adhere to all applicable building and development codes, including the Uniform Building Code and any applicable city codes and ordinances, and State mandated requirements.
8. The project shall adhere to all requirements of the City Engineer. The City Engineer may require an application for deferral of street improvements and the payment of appropriate fees at the time of building permit issuance. The applicant may also be required to provide an irrevocable offer of dedication for future street improvements abutting the subject property.

9. Any work within the public-right away shall require an encroachment permit.
10. Prior to the issuance of building permits, all requirements of the City Engineer shall be met, including payment of any required fees.
11. Drainage fees per City Ordinance shall be collected by The City Engineer.
12. Any grading beyond 50 cyd will require a permit from the Engineering Department
13. Construction of new home shall be in a manner not to obstruct drainage courses.
14. New or substantial residential construction requires evidence of payment of mandated school mitigation fees.
15. No structure shall encroach into the required rear, side or front yard setbacks of any and all lots.
16. No roof mounted equipment shall be permitted.
17. No expansion of the site or the use shall occur without subsequent reviews and approvals from the Planning Division.
18. Proposed Primary unit shall have the same colors and roof material as the existing dwelling.
19. In accordance with both the City's landscaping ordinance and property maintenance ordinance, the applicant shall provide and/or reestablish front yard landscaping at the project site.
20. Any outstanding Planning Division processing fees shall be paid prior to the issuance of building permits.

PLANNING COMMISSION
AGENDA SUBMITTAL

Meeting Date: January 20, 2015

SUBJECT: **Variance Case No. 15-05166:** Request for a variance to allow an existing 1,950 sq. ft. home as a second dwelling unit where the Zoning Code allows a maximum size of 1,200 square feet for a second dwelling unit. A new 2,396 sq. ft. home is also proposed to be constructed as the primary unit on a 117,802 sq.ft. lot in the R-10,000 Single Family Residential Zone.

REQUESTED

ACTION: Recommend to the City Council **Approval** of Variance 15-05166, based on the findings and subject to the Conditions of Approval.

CONTACT: Clara Miramontes, Director of Development Services

BACKGROUND/DISCUSSION:

This variance request is to facilitate the conversion of an existing 1,950 sq.ft. single family residence into a second dwelling unit and to construct a new 2,396 sq. ft. single family residence as the primary unit. The Zoning Code states that second dwelling units shall not exceed 1,200 sq. ft. The existing home exceeds the maximum allowable square footage for Second dwelling units by 750 sq. ft., in which a variance is required.

Per the Zoning Code, the purpose of Chapter 19.81 "Second Dwelling Units" is to provide an additional opportunity for affordable housing in the City by permitting secondary units for residential purposes on lots for single-family use which are compatible. The applicant has a large extended family and has requested a variance a result of a necessity for additional square footage. The primary residence would be occupied by the property owner's daughter, her husband, children and grandchildren of whom she is the primary caretaker of and her parents would occupy the second dwelling unit. This would also allow the daughter to take care of her retired elderly parents.

The existing residence cannot accommodate her family and it would be an unnecessary hardship to require the applicant to demolish 750 sq.ft. of the existing residence solely to comply with zoning standards for second dwelling units. The lot is 117,000 sq.ft. in size and is sufficient in size to accommodate proposed buildings while complying with all development standards in the R-10,000 zoning. Specific findings are required to be made for the Planning Commission to approve the variance request. These findings are found in the staff report.

Planning staff recommends that the Planning Commission recommend to the City Council approval of the requested variance. Per the Zoning Code, Chapter 19.62, the City Council is authorized to grant Variances.

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

Prepared by: Brian Muhu, Development Services Assistant

Reviewed by: Clara Miramontes, Director of Development Services

Finance Director: N/A

Public Hearing: January 20, 2016

Attachment # 2

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

PROJECT REPORT

CASE NUMBERS: Variance 15-05166

Date: December 21, 20156

Project Planner: Brian Muhu, Development Services Assistant

Project Description: The applicant requests approval of a variance to allow an existing 1,950 sq. ft. home as a second dwelling unit where the Zoning Code allows a maximum size of 1,200 square feet for second dwelling units. A new 2,396 sq. ft. home is proposed to be constructed as the primary unit on a 117,802 sq.ft. lot in the R-10,000 Zone.

Location: 818 Delines Dr.

Assessor's Parcel Number: 311-030-028

Site data: 2.7 acres

Applicant/Owner: Joaquin Marquez
Address: 818 Delines Drive
Perris, CA 92570

Environmental Determination: Categorically Exempt per Section 15303, New Construction or Conversion of Small Structures, of the California Environmental Quality Act.

Related Cases: Second Dwelling Unit Application 15-05088

EXISTING ZONING AND LAND USE:

Existing Zoning: R-10,000

Surrounding Zoning:

<i>Direction</i>	<i>Zoning</i>
North	R-10,000
South	R-6,000
East	R-6,000
West	R-6,000

Existing Land Use: Single Family Residential

Surrounding Land Uses:

<i>Direction</i>	<i>Land Use</i>
North	Large lot Single Family Residence, similar in size to applicants parcel
South	Vacant land rocky topography
East	Vacant Land mostly flat
West	Single Family Residential Tract

PROJECT BACKGROUND

The parcel is currently developed with a 1,950 square foot, single story residence with a 2 car garage on an 117,802 sq. ft. lot, located on the southeast corner of Delines Drive and Metz Road. The existing 1,950 sq. ft. single family residence was constructed on May 21, 1998 and was the first home built in Tentative Tract Map 20129. In July 2005, a Preliminary Review for tract map 33793 to subdivide 3.46 acres of land into eight (8) single family lots was submitted for review to further subdivide the lot. However, the applicant did not proceed with the tract map.

PROJECT DESCRIPTION

The applicant is proposing to build a new larger home (as the primary unit) adjacent to the existing residence. The proposal would allow the existing 1,950 square foot home to function as the second dwelling unit and a newly constructed 2,396 sq. ft. home to function as the primary unit. The primary residence would be occupied by the property owner's daughter, her husband, kids and grandchildren. Her elderly parents, which are the property owners, would occupy the proposed second dwelling unit. This would also allow the daughter to take care of her retired elderly parents. Due to the size of the property owner's daughter's family, the existing residence would not accommodate her family needs. However, the property owner lives with this wife and would like to remain on the property in the proposed second dwelling unit.

The Zoning Ordinance allows second dwelling units to provide an additional opportunity for affordable housing in the City by permitting secondary units for residential purposes on lots for single-family use which are compatible. However, second dwelling units shall be limited to 75% of the primary residence size and no larger than 1,200 sq. ft. The existing residence proposed to be converted to the second dwelling exceeds the maximum allowable square footage by 750 sq. ft. Therefore, a variance is required to allow the second dwelling unit to exceed the maximum allowable unit size.

ANALYSIS

ZONING/GENERAL PLAN

The proposed second dwelling is located within the R-10,000 – Single Family Residential Zone and General Plan land use designation. The R-10,000 Zone is to provide for the development of detached single-family residential development at a density of 2 to 4 units per acre. As well, the Zoning Code allows for second dwelling units on lots zoned single family residential and is an existing legally subdivided lot, which complies with the legal lot requirements of the zone. The proposed second dwelling unit complies with these requirements, except for the unit size. The following is a development standards chart:

	<i>Development Standard</i>	<i>Existing (proposed 2nd dwelling)</i>	<i>Complies</i>
<i>Front Yard Required:</i>	25 feet.	29 feet	Yes
<i>Side Yard Required:</i>	10 feet	105 feet	Yes
<i>Street Side Yard Required:</i>	10 feet	21 feet	Yes
<i>Rear Yard Required:</i>	25 feet	33 feet	Yes
<i>Lot Width:</i>	70 feet minimum	200 feet	Yes
<i>Lot Depth:</i>	100 feet minimum	590 feet	Yes
<i>Lot Coverage:</i>	40 % maximum	4.57%	Yes
<i>Building Size:</i>	1,200 square feet maximum, excluding porch and garage	1950 square feet * (Variance)	No
<i>Lot Size:</i>	10,000 square feet minimum	117,802 square feet	Yes
<i>Parking Required:</i>	One enclosed garage	420 sq. ft. 2 car garage	Yes
	250 sq. ft. off-Street parking	704 sq. ft. off-street parking	Yes

SITE PLAN/ACCESS

The subject lot is 580 feet by 200 feet, or 117,000 square feet in size. According to the General Plan Circulation Element, Metz Rd & Delines Dr. are identified as a Local Streets with a 60 foot right-of-way. The City Engineer is requiring a 33' right-of-way dedication for Metz Road, adjacent to the site and 30' right-of way dedication for Delines Drive. The proposed Primary unit and second unit will meet all required setbacks. Both dwellings comply with the R-10,000 Zone Regulations. All improvements will be located on the eastern portion of the property.

ELEVATIONS

The applicant would construct the new home (proposed primary) of materials and colors that are identical to the existing home.(Proposed 2nd unit) The proposed second unit is detached from the new primary home and located on the east end of the property. The home is visible from the public right-of-way, maintaining the appearance of a single family residence along Delines Dr. The base color for both units will be a beige color with a trim to match the color of the roof material. Both units will have a pitched roof and constructed of tile roof.

Variance Requirements

Section 19.54 of the Zoning Code, Authority and Review Procedures, state the purpose of a variance is to allow for deviations from the standards contained in the Zoning Code. Variances shall be granted only when, because of special circumstances applicable to the property, including size, shape, topography, location or surroundings, the strict application of the Zoning Code would deprive such property of the privileges enjoyed by other properties in the vicinity, in the same zoning classification. Variances cannot be granted for a parcel of property which authorizes a use or activity which is not otherwise expressly authorized by the Zoning Code governing the property.

The applicant has a large extended family and has requested a variance a result of a necessity for additional square footage. The primary residence would be occupied by the property owner's daughter, her husband, children and grandchildren of whom she is the primary caretaker of and her parents would occupy the second dwelling unit. This would also allow the daughter to take care of her retired elderly parents. The existing residence cannot accommodate her family and it would be an unnecessary hardship to require the applicant to demolish 750 sq.ft. of the existing residence solely to comply with zoning standards for second dwelling units. The lot is 117,000 sq.ft. in size and is sufficient in size to accommodate proposed buildings while complying with all development standards in the R-10,000 zoning. Moreover, specific findings are required to be made for the Planning Commission to approve the variance request. These findings are found in the Findings section below.

ENVIRONMENTAL DETERMINATION

The project was found to be exempt from the requirements of the California Environmental Quality Act (CEQA) Pursuant to Section 15303, Class 3, New Construction or Conversion of Small Structures.

FINDINGS

The requested variances are needed because the existing dwelling is too small for the applicant's large extended family. It is a necessity for them to have additional space on site because it would allow the daughter and her family to take care of her retired elderly parents. The new dwelling will be built using the existing development standards of the zone. The lot is large and rectangular, easily allowing the accommodation of two residential dwellings with the proposed square footage, while still complying and in most cases exceeding all the existing development standards.

Findings Required to Approve Variance 15-05166:

1. *There are unique physical circumstances applicable to the subject land, including size, shape, topography, location or surroundings.*

The subject parcel is a large 2.7 acre parcel and rectangular in shape which can easily accommodate two dwellings with the proposed square footage without adverse effects to the property or surrounding properties and still adhering to all the existing development standards. The property was purchased in order to accommodate for the applicants large extended family. The existing 1,950 square foot single family residence can no longer accommodate their needs. The parcel is 2 to 3 times larger than typical parcels zoned R-10,000 while still exceeding all developments standards with the proposed development included. The homeowners request for a larger dwelling unit can be accommodated on a property of this size. The fact that the subject lot is twice as large and is already developed with a residential unit creates unique circumstances that are not shared by other lots in the vicinity.

2. *The strict application of zoning standards deprives the property of the right to use the land in manner enjoyed by other conforming property in the vicinity under identical zoning standards.*

The existing structure to be designated as a second dwelling unit is 1,950 Square feet. The maximum allowed square footage for second dwellings is 1,200 square feet. It would not be practical and would create an unnecessary hardship to demolishing 750 square feet solely to comply with zoning standards for second dwelling units when there is ample room on the lot to accommodate two units with the proposed square footages. The lot can easily accommodate the additional square footage while exceeding all development standards. The lot coverage for the surrounding properties is around 40-60 percent while the applicant's proposal would have a lot coverage of approximately 4.57%

3. *The granting of the variance and any appropriate conditions of approval shall not constitute a grant of special privileges which other conforming properties in the vicinity do not enjoy under identical zoning standards.*

Proposal for a second dwelling unit is permitted in the R-10,000 Zoning District. The variance will allow the existing home to function as a second dwelling unit and the new home functioning as the primary dwelling to be constructed on a large vacant portion of the parcel. The Zoning Ordinance allows second dwelling units to provide an additional opportunity for affordable housing in the City by permitting secondary units for residential purposes on lots for single-family use which are compatible. The granting of this variance will not constitute a special privilege in that that the property owner is entitled to a second dwelling unit as any other conforming property in the vicinity. Except for the size of the dwelling, the project complies with all other zoning codes.

4. *The granting of the variance will not adversely affect the objectives, policies, and programs contained in the City's General Plan.*

The requested variance is to allow the second unit to exceed the maximum allowed square footage by 750 square feet. The proposed variance is consistent with the intent of the state law, general plan and the zoning ordinance as the second dwelling will be subordinate to the primary dwelling. The size of the parcel allows for the second unit to

comply with all the required development standards in the zoning code. The granting of the variances will not adversely affect the objectives, policies, and programs contained in the City's General Plan. Notices were sent to all adjacent property owners and not comments have been received.

RECOMMENDATION

Staff recommends that the Planning Commission:

Recommend to the City Council, Approval, of Variance 15-05166, based on the findings and information contained in the discussion and the attached exhibits, and subject to the Conditions of Approval.

Attachments: Exhibit A – Conditions of Approval
Exhibit B – Vicinity/Aerial Map
Exhibit C – General Plan/Zoning Designation
Exhibit D – Plans for Variance 15-05166
Exhibit E – Resolution
Exhibit F – Applicant's Variance Request

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

CONDITIONS OF APPROVAL

Variance Case No. 15-05166

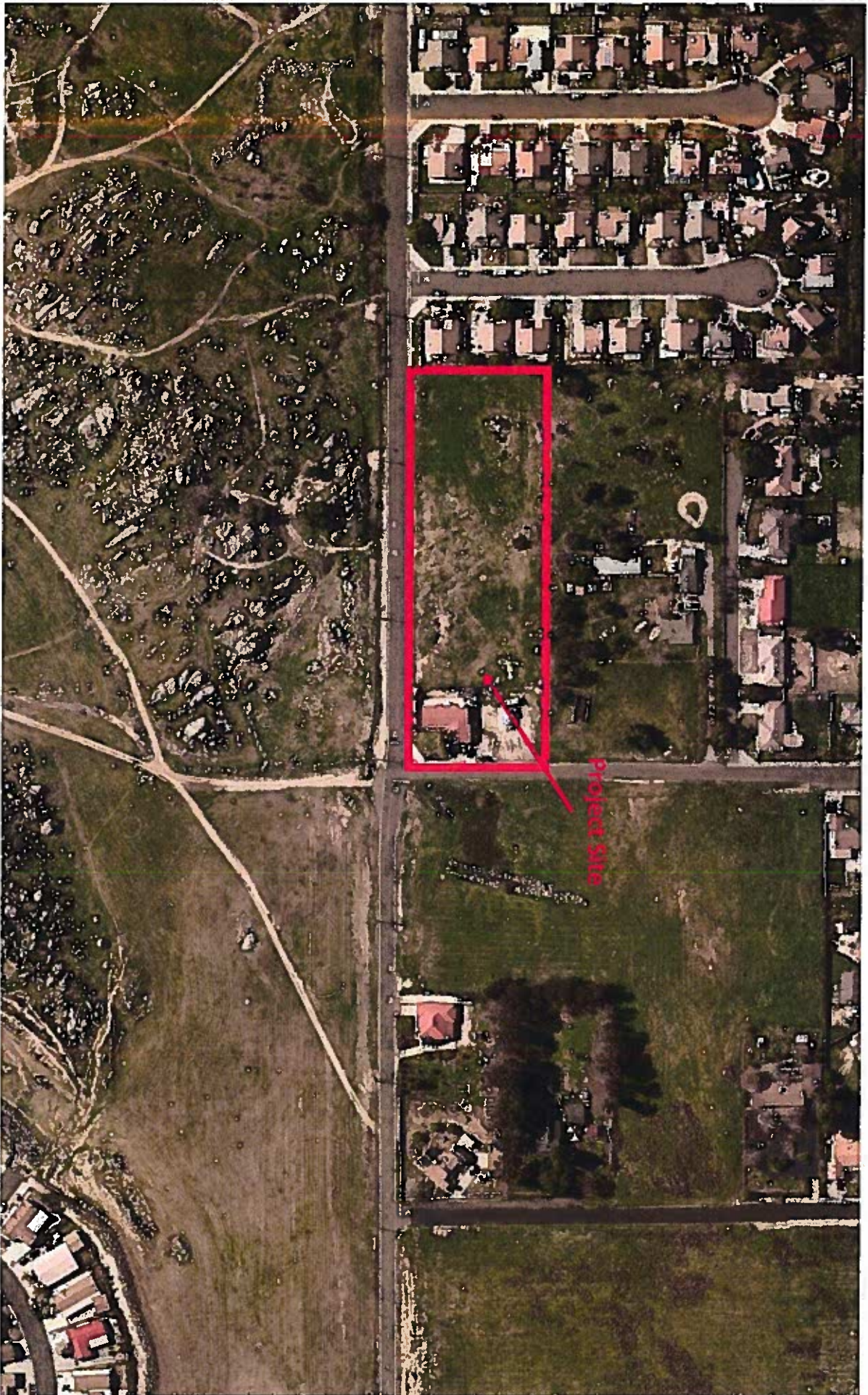
Date: January 20, 2016

PROJECT: Variance to allow an existing 1,950 sq. ft. home as a second dwelling unit where the Zoning Code allows a maximum size of 1,200 square feet for second dwelling units. A new 2,396 sq. ft. home is proposed to be constructed as the primary unit on a 117,802 sq.ft. lot in the R-10,000 Zone.(APN 311-030-028)

1. The project shall conform to all requirements of the City of Perris Municipal Code Title 19.
2. The project shall conform to the R-10,000 Zone regulations. Off-street parking shall be provided as required by specified code.
3. This approval shall be used within three (3) years of approval date; otherwise it shall become null and void and of no effect whatsoever. By use is meant the beginning of substantial construction contemplated by this approval within the three (3) year period which is thereafter diligently pursued to completion, or the beginning of substantial utilization contemplated by this approval.
4. Development of the project shall conform to the approved site plan and elevations, including wall, roof, and trim materials. Any deviation shall require the appropriate Planning Division review and approval.
5. Prior to issuance of any permit, a 33' right-of-way dedication for Metz Road, adjacent to the site and 30' right-of-way dedication for Delines Drive shall be provided.
6. The project shall adhere to all fire safety/emergency services requirements as mandated by the City Fire Marshall and any applicable city codes, ordinances, and the Uniform Fire Code.
7. The project shall adhere to all applicable building and development codes, including the Uniform Building Code and any applicable city codes and ordinances, and State mandated requirements.
8. The project shall adhere to all requirements of the City Engineer. The City Engineer may require an application for deferral of street improvements and the payment of appropriate fees at the time of building permit issuance. The applicant may also be required to provide an irrevocable offer of dedication for future street improvements abutting the subject property.

Exhibit A

9. Any work within the public-right away shall require an encroachment permit.
10. Prior to the issuance of building permits, all requirements of the City Engineer shall be met, including payment of any required fees.
11. Drainage fees per City Ordinance shall be collected by The City Engineer.
12. Any grading beyond 50 cyd will require a permit from the Engineering Department
13. Construction of new home shall be in a manner not to obstruct drainage courses.
14. New or substantial residential construction requires evidence of payment of mandated school mitigation fees.
15. No structure shall encroach into the required rear, side or front yard setbacks of any and all lots.
16. No roof mounted equipment shall be permitted.
17. No expansion of the site or the use shall occur without subsequent reviews and approvals from the Planning Division.
18. Proposed Primary unit shall have the same colors and roof material as the existing dwelling.
19. In accordance with both the City's landscaping ordinance and property maintenance ordinance, the applicant shall provide and/or reestablish front yard landscaping at the project site.
20. Any outstanding Planning Division processing fees shall be paid prior to the issuance of building permits.



Variance 15-05166



Ariel

Exhibit B

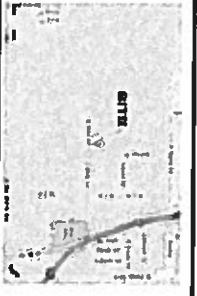


Variance 15-05166



General Plan & Zoning

Exhibit C



VICINITY MAP

BUILDING SUMMARY

EXISTING HOME	PROPOSED HOME
LINE AREA SQ FOOTAGE	LINE AREA SQ FOOTAGE
472 SQ FT	2,278 SQ FT
COVERED AREA SQ FOOTAGE	COVERED AREA SQ FOOTAGE
2,219 SQ FT	3,473 SQ FT
LOT SQUARE FOOTAGE	LOT SQUARE FOOTAGE
117,802 SQ FT	1,829 SQ FT

LOT AREA = 2.7 ACRES
 (1) PLANNING COMMISSION MAP 1178
 (2) PLANNING COMMISSION MAP 1179
 (3) PLANNING COMMISSION MAP 1180
 (4) PLANNING COMMISSION MAP 1181
 (5) PLANNING COMMISSION MAP 1182
 TOTAL COVERED COMMISSION MAP 1178

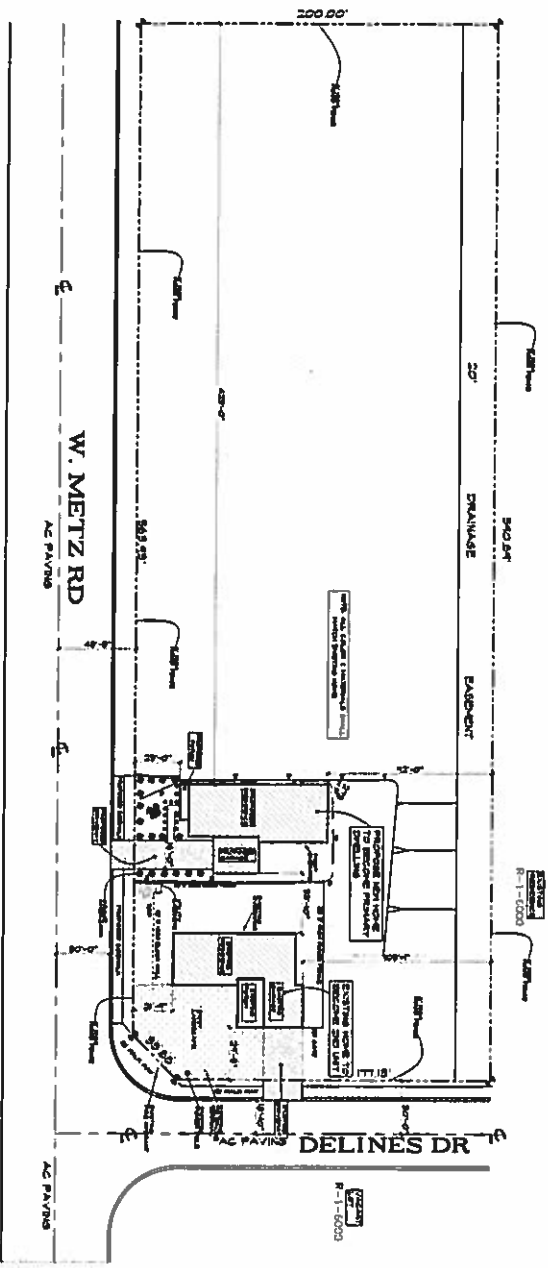
LEGAL DESCRIPTION

LOT	4
BLOCK	
TRACT	
MAP BOOK	
CITY	
COUNTY	
STATE	CA
A.P.N.	311-032-028

BUILDING ANALYSIS

BUILDING TYPE	R-1-6000	BUILDING CODE	
BEHOLDER	YES	2013 CALIFORNIA BUILDING CODE	
CAPACITY	10	2013 CALIFORNIA ELECTRICAL CODE	
OCCUPANCY	R-3	2013 CALIFORNIA MECHANICAL CODE	
BUILDING	0	2013 CALIFORNIA PLUMBING CODE	
CANAL	0	2013 CALIFORNIA FIRE CODE	
AVENUE	NO	2013 CALIFORNIA ENERGY CODE	
STATE	NO	2013 CALIFORNIA GREEN BUILDING CODE	
NUMBER OF STORIES	1	2013 CALIFORNIA SMOKE ALARM CODE	
BUILDING		2013 CALIFORNIA UNIFORM FIRE SAFETY CODE	

PROPOSED SECOND UNIT PERMIT



SITE PLAN

SCALE: 1/8" = 1'-0"

SHEET INDEX

1 TITLE SHEET / PLOT PLAN

DESIGN & ENGINEERING

A.A. & ASSOCIATES
 BUILDING DESIGNERS / ENGINEERS
 2222 KANSAS AVE, SUITE K
 RIVERSIDE, CA 92507
 TEL: (951) 941-4222

UTILITY SERVICES
 City of Perris, CA
 2013 CALIFORNIA BUILDING CODE
 2013 CALIFORNIA ELECTRICAL CODE
 2013 CALIFORNIA MECHANICAL CODE
 2013 CALIFORNIA PLUMBING CODE
 2013 CALIFORNIA FIRE CODE
 2013 CALIFORNIA ENERGY CODE
 2013 CALIFORNIA GREEN BUILDING CODE
 2013 CALIFORNIA UNIFORM FIRE SAFETY CODE

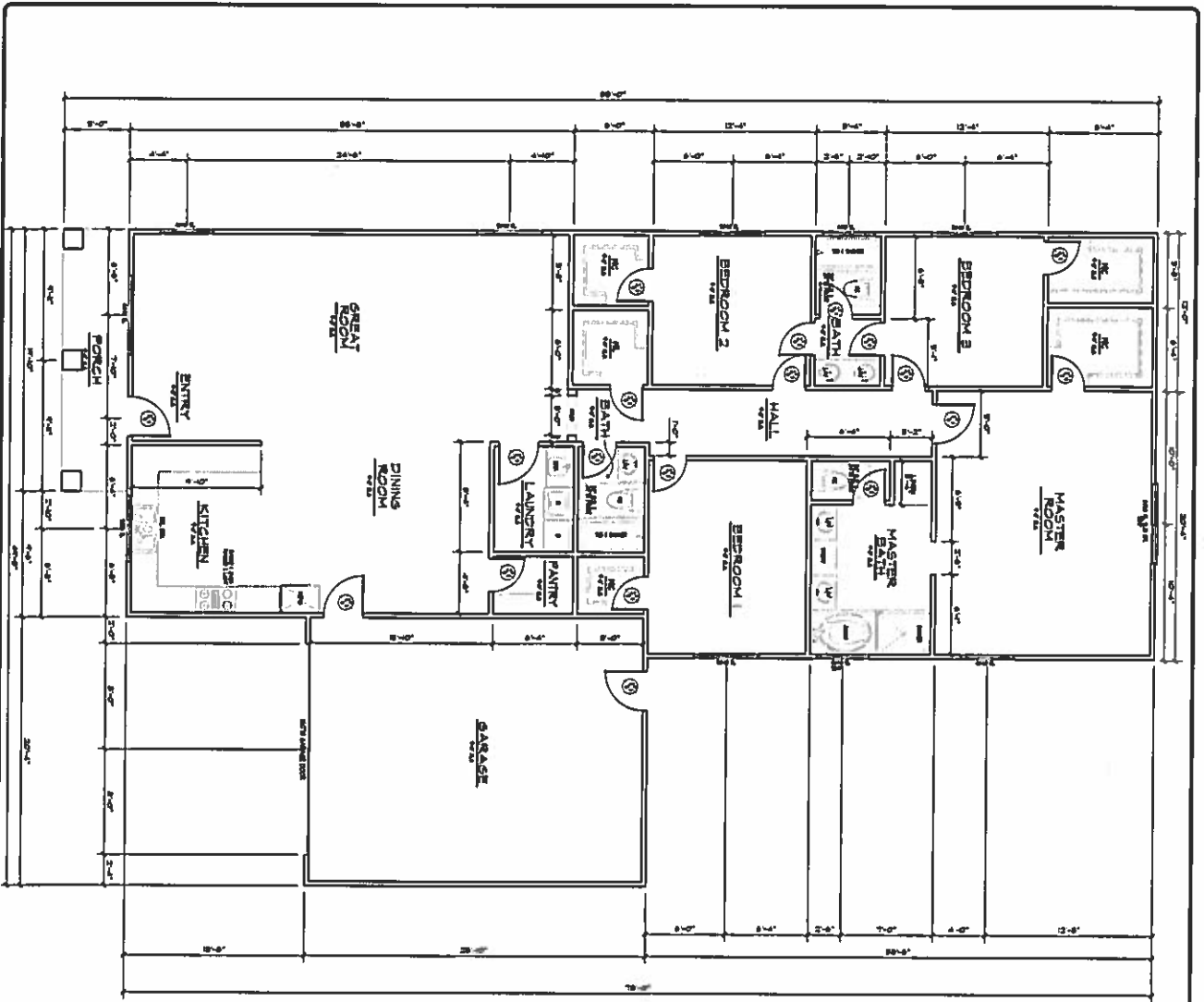
NOTICE TO THE CONTRACTOR: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES AND AGENCIES OF THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES AND AGENCIES OF THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AGENCIES AND AGENCIES OF THE STATE OF CALIFORNIA.

DATE	1/1/2013
BY	J. MARQUEZ
NO.	1

A. A. & ASSOCIATES INC.
 BUILDING DESIGNERS / ENGINEERS
 2222 KANSAS AVE, SUITE K
 RIVERSIDE, CA . 92507 (951) 941-4222

MARQUEZ, JOAQUIN
 818 DELINES DR.
 PERRIS, CA 92570

NO.	1
DATE	1/1/2013
BY	J. MARQUEZ



FLOOR PLAN NOTE:

1. ALL FINISHES TO BE DETERMINED BY THE ARCHITECT.
2. ALL WALLS TO BE 5/8" GYP BOARD.
3. ALL FLOORS TO BE 1 1/2" GYP BOARD OVER 1" GYP BOARD.
4. ALL CEILING TO BE 5/8" GYP BOARD.
5. ALL INTERIORS TO BE PAINTED WITH A SEMI-GLOSS ENAMEL.
6. ALL EXTERIORS TO BE PAINTED WITH A SEMI-GLOSS ENAMEL.
7. ALL DOORS TO BE 1 3/4" THICK.
8. ALL WINDOWS TO BE 1 3/4" THICK.
9. ALL WINDOWS TO BE DOUBLE GLAZED.
10. ALL WINDOWS TO BE OPERABLE.
11. ALL WINDOWS TO BE 1/2" LEAK PROOF.
12. ALL WINDOWS TO BE 1/2" AIR TIGHT.
13. ALL WINDOWS TO BE 1/2" SOUND ATTENUATING.
14. ALL WINDOWS TO BE 1/2" ENERGY EFFICIENT.
15. ALL WINDOWS TO BE 1/2" GREEN.
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NOTE: ALL FINISHES TO BE DETERMINED BY THE ARCHITECT.

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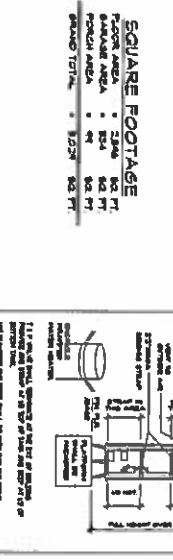
SQUARE FOOTAGE

GRAND TOTAL	5,228	562	57
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TABLE 5-1

NUMBER OF BATHROOMS	1 TO 15	2 TO 25	3 TO 35
NUMBER OF BEDROOMS	1	2	3
FIRST HOUR RATING GALLONS	43	54	67

FIXTURE TYPE	MINIMUM FLOW RATE
Shower	2.0 gpm @ 80 psi
Washbasin	1.0 gpm @ 40 psi
Water Closet	1.20 gpm @ 40 psi
Laundry	1.5 gpm @ 80 psi
Urinal	0.5 gpm @ 40 psi



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RESOLUTION NUMBER 16-01

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PERRIS, CALIFORNIA, RECOMMENDING TO THE CITY COUNCIL APPROVAL OF VARIANCE 15-05166 TO ALLOW AN EXISTING 1,950 SQ.FT. SINGLE FAMILY RESIDENCE TO BE CONVERTED TO A SECOND DWELLING UNIT WHERE THE ZONING CODE ALLOWS A MAXIMUM SIZE OF 1,200 SQUARE FEET FOR A SECOND DWELLING UNIT AT 818 DELINES DRIVE, LOCATED AT THE NORTHEAST CORNER OF METZ ROAD AND DELINES DRIVE, AND MAKING FINDINGS IN SUPPORT THEREOF. APPLICANT: JOAQUIN MARQUEZ

WHEREAS, the applicant applied for a variance from Chapter 19.81 "Second Dwelling Units" of the Zoning Code on October 14, 2015 to allow a second dwelling unit to exceed the maximum allowed square footage of 1,200 square feet.

WHEREAS, the existing dwelling exceeds the maximum allowed square footage for second dwelling units by 750 square feet.

WHEREAS, the variance request is also to allow an increase in living area of the maximum permitted size for a second dwelling unit permitted by the zoning code; and

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

WHEREAS, this Variance has been duly noticed; and

WHEREAS, a public hearing of the Planning Commission was held on January 20, 2016, at which time all interested persons were given full opportunity to be heard and to present evidence.

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 Class 3 of Article 19, Section 15303, pertaining to New Construction or Conversion of Small Structures. 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 upon the information contained within the staff report and accompanying attachments, with respect to Variance 15-05166, the Planning Commission finds that:

1. *There are unique physical circumstances applicable to the subject land, including size, shape, topography, location or surroundings.*

The subject parcel is a large 2.7 acre parcel and rectangular in shape which can easily accommodate two dwellings with the proposed square footage without adverse effects to the property or surrounding properties and still adhering to all the existing development standards. The property was purchased in order to accommodate for the applicants large extended family. The existing 1,950 square foot single family residence can no longer accommodate their needs. The parcel is 2 to 3 times larger than typical parcels zoned R-10,000 while still exceeding all developments standards with the proposed development included. The homeowners request for a larger dwelling unit can be accommodated on a property of this size. The fact that the subject lot is twice as large and is already developed with a residential unit creates unique circumstances that are not shared by other lots in the vicinity.

2. *The strict application of zoning standards deprives the property of the right to use the land in manner enjoyed by other conforming property in the vicinity under identical zoning standards.*

The existing structure to be designated as a second dwelling unit is 1,950 Square feet. The maximum allowed square footage for second dwellings is 1,200 square feet. It would not be practical and would create an unnecessary hardship to demolishing 750 square feet solely to comply with zoning standards for second dwelling units when there is ample room on the lot to accommodate two units with the proposed square footages. The lot can easily accommodate the additional square footage while exceeding all development standards. The lot coverage for the surrounding properties is around 40-60 percent while the applicant's proposal would have a lot coverage of approximately 4.57%

3. *The granting of the variance and any appropriate conditions of approval shall not constitute a grant of special privileges which other conforming properties in the vicinity do not enjoy under identical zoning standards.*

Proposal for a second dwelling unit is permitted in the R-10,000 Zoning District. The variance will allow the existing home to function as a second dwelling unit and the new home functioning as the primary dwelling to be constructed on a large vacant portion of the parcel. The Zoning Ordinance allows second dwelling units to provide an additional opportunity for affordable housing in the City by permitting secondary units for residential purposes on lots for single-family use which are compatible. The granting of this variance will not constitute a special privilege in that that the property owner is entitled to a second dwelling unit as any other conforming property in the vicinity. Except for the size of the dwelling, the project complies with all other zoning codes.

4. *The granting of the variance will not adversely affect the objectives, policies, and programs contained in the City's General Plan.*

The requested variance is to allow the second unit to exceed the maximum allowed square footage by 750 square feet. The proposed variance is consistent with the intent of the state law, general plan and the zoning ordinance as the second dwelling will be subordinate to the primary dwelling. The size of the parcel allows for the second unit to comply with all the required development standards in the zoning code. The granting of the variances will not adversely affect the objectives, policies, and programs contained in the City's General Plan. Notices were sent to all adjacent property owners and not comments have been received.

Section 4. That for the foregoing reasons the Planning Commission hereby recommends to the City Council approval of Variance 15-05-166 to allow an existing 1,950 sq. ft. home as a second dwelling unit where the Zoning Code allows a maximum size of 1,200 square feet for second dwelling units at 818 Delines Drive, based on the information and findings presented in the staff report and subject to the attached Conditions of Approval (Exhibit A).

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 20th day of January 2016.

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 16-01 was duly adopted by the Planning Commission of the City of Perris at a regular meeting thereof held on the 20st day of January 2016, by the following vote:

AYES: McCarron, Balderrama, Stuart, Arras, Weir

NOES: Shively

ABSTAIN:

ABSENT:

RECUSE: Hammond

Designee Secretary of the Planning Commission

Brian Muhu

From: Al Aguirre <aguirre2222@sbcglobal.net>
Sent: Wednesday, January 06, 2016 11:54 AM
To: Brian Muhu
Subject: Variance Justification for 818 Delines Drive, Perris CA 92570

Hello Brian,

Please see Variance Justification below:

They would like to convert the existing dwelling into the second unit and build the primary dwelling next to it. The lot is 3.31 ac and there is plenty of room. The existing dwelling is too small for the family and would like to use it for their mother and father which are elderly. This will allow the family to take care of them. The new dwelling will be build using the existing development standards of the zone. The existing second unit city development standard will not allow us to expand therefore we are requesting a variance to do so.

A. A. & Associates, Inc.
2222 Kansas Avenue, Suite K
Riverside, CA 92507
951-684-4222
aaassocinc.vpweb.com

Closed Every Friday

CITY OF PERRIS

MINUTES:

Date of Meeting: January 20, 2016

06:00 PM

Place of Meeting: City Council Chambers

1. CALL TO ORDER: The meeting called to order at 6:00 pm.
2. ROLL CALL: Commissioners: Hammond, Stuart, Shively, Arras, Weir, Vice Chair Balderrama, Chairman McCarron

Commission Members Present: Commissioner Shively, Commissioner Stuart, Chairman McCarron, Vice Chair Balderrama, Commissioner Weir, Commissioner Arras, and Commissioner Hammond.

Staff Members Present: Director of Development Services Miramontes, Associate Planner Lundfelt, Associate Planner Sbardellati, Development Services Assistant Muhu, and Deputy City Attorney Huston.

3. INVOCATION:
4. PLEDGE OF ALLEGIANCE: Commissioner Hammond
5. PRESENTATION:
 - A. Appreciation presentation for Jose Marin, former Planning Commissioner.

Appreciation plaque was presented to Jose Marin.
 - B. Swearing in of Commissioners - Dave Stuart, Michael Weir, and Ruben Arras

City Clerk Nancy Salazar swore in Commissioners Michael Weir, Ruben Arras, and Dave Stuart.
6. CONSENT CALENDAR:
 - A. Planning Commission Minutes for December 02, 2015

The Chair called for a motion.

M/S/C: Moved by Commissioner Hammond, seconded by Commissioner

Shively to Approve the Planning Commission meeting minutes for December 2, 2016

AYES: Commissioner Shively, Commissioner Stuart, Chairman McCarron, Vice Chair Balderrama, Commissioner Hammond.

NOES:

ABSENT:

ABSTAIN: Commissioner Weir, Commissioner Arras.

7. PUBLIC HEARING:

- A. Perris Climate Action Plan (Planning Case 14-00092) - The proposed Perris Climate Action Plan integrates local planning efforts to support statewide greenhouse gas (GHG) emissions reduction goals, and implements the goals and policies of the Perris General Plan. Applicant: City of Perris (Continued from December 2, 2015)

This item was continued from December 2, 2015. Associate Planner Diane Sbardellati presented the item. She concluded her presentation recommending the Planning Commission to approve Resolution No. 15-22 for Planning Case No. 14-00092, recommending to the City Council approval of the Perris Climate Action Plan, based on the information provided, and subject to the findings contained in the resolution.

The Chair called for a motion.

M/S/C: Moved by Vice Chair Balderrama, seconded by Commissioner Shively to Approve Resolution No. 15-22 for Planning Case No. 14-00092, recommending to the City Council approval of the Perris Climate Action Plan, based on the information provided, and subject to the findings contained in the resolution and add Section 4 The Planning Commission hereby recommends that the City Council approve Planning Case 14-00092, the Perris Climate Action Plan, based on the findings presented herein

AYES: Commissioner Shively, Commissioner Stuart, Chairman McCarron, Vice Chair Balderrama, Commissioner Weir, Commissioner Arras, Commissioner Hammond.

NOES:

ABSENT:

ABSTAIN:

- B. Variance Case No. 15-05166: Request for a variance to allow an existing 1,950 sq. ft. home as a second dwelling unit where the Zoning Code allows a maximum size of 1,200 square feet for a second dwelling unit. A new 2,396 sq. ft. home is also proposed to be constructed as the primary unit on a 117,802 sq.ft. lot in the R-10,000 Single Family Residential Zone. Applicant: Joaquin Marquez

Commissioner Hammond recused himself from this item due to the project site's proximity to his residence.

Commissioners Stuart and Arras and Chair McCarron visited the site.

Development Services Assistant Brian Muhu presented the item. He concluded his item recommending that the Planning Commission approve Resolution 16-01 recommending to the City Council approval of Variance 15-05188, based on the findings and information contained in the discussion and the attached exhibits, and subject to the Conditions of Approval.

Al Aguirre, applicant, explained that the request for the variance is so the daughter could help with the care of her parents. There are plans so subdivide the property in the the future.

Commissioner Shively commented on the design of the second unit. He stated that the proposed building should have more curb appeal with more architectural enhancements.

The Chair called for a motion.

M/S/C: Moved by Commissioner Arras, seconded by Commissioner Stuart to Approve Resolution 16-01 recommending the City Council, Approval, of Variance 15-05188, based on the findings and information contained in the discussion and the attached exhibits, and subject to the Conditions of Approval.

AYES: Commissioner Stuart, Chairman McCarron, Vice Chair Balderrama, Commissioner Weir, Commissioner Arras.

NOES: Commissioner Shively.

ABSENT:

ABSTAIN:

8. BUSINESS/WORKSHOP: There were none.
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:
Chair McCarron announced that Snow Day is January 23, 2016.
11. DIRECTOR OF DEVELOPMENT SERVICES REPORTS AND/OR INFORMATION:
Director Clara Miramontes announced the next Planning Commission will be held on February 3, 2016.
12. ADJOURNMENT

The Chair called for a motion.

M/S/C: Moved by Commissioner Arras, seconded by Commissioner Hammond to Adjourn the Planning Commission meeting for January 20, 2016 at 7:30 pm

AYES: Commissioner Shively, Commissioner Stuart, Chairman McCarron, Vice Chair Balderrama, Commissioner Weir, Commissioner Arras, Commissioner Hammond.

NOES:

ABSENT:

ABSTAIN:

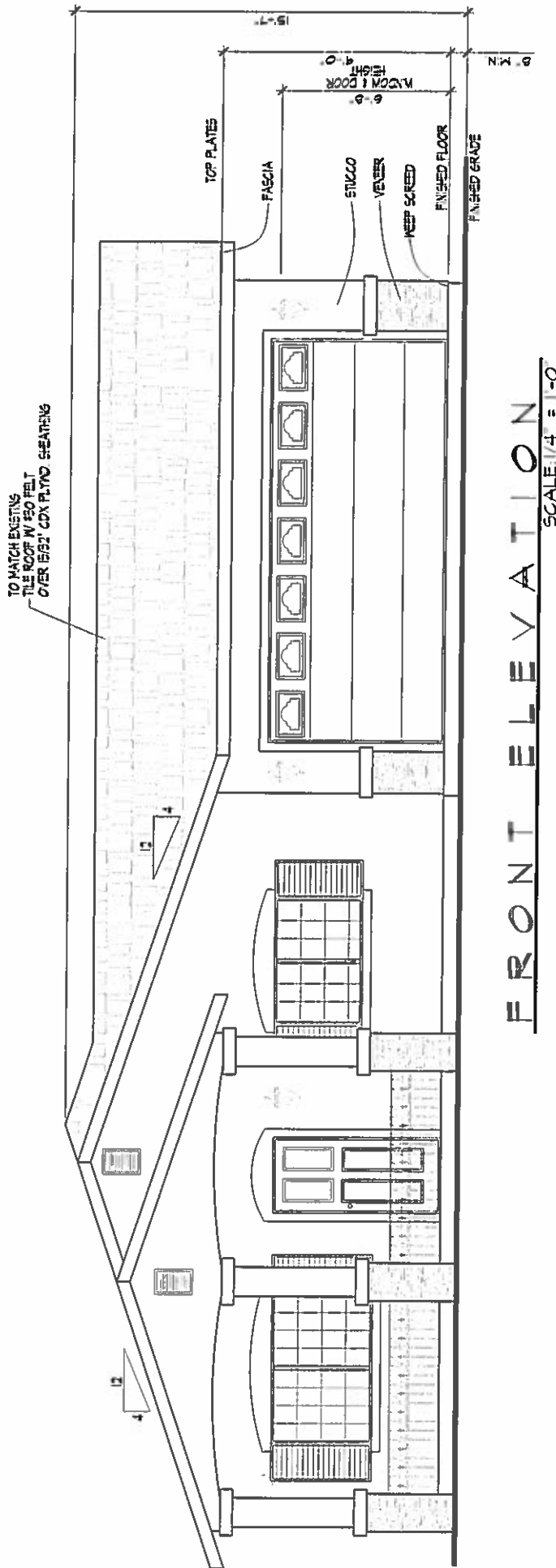
Respectfully submitted,

X



Clara Miramontes

Director of Development Services



FRONT ELEVATION
SCALE 1/4" = 1'-0"

DEVELOPMENT SERVICES
PLANNING DIVISION


FEB 16 2016

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: February 23, 2016

SUBJECT: Perris Climate Action Plan (Planning Case 14-00092) - The Perris Climate Action Plan integrates local planning efforts to support statewide greenhouse gas (GHG) emissions reduction goals, and implements the goals and policies of the Perris General Plan. Applicant: City of Perris

REQUESTED ACTION: Approve Resolution *next in order* for Planning Case No. 14-00092, to approve the Perris Climate Action Plan, based on the information provided and subject to the findings contained in the resolution.

CONTACT: Clara Miramontes, Director of Development Services 

BACKGROUND/DISCUSSION:

The Planning Commission recommended approval of the Perris Climate Action Plan on January 20, 2016 at a regularly scheduled hearing. The City of Perris is participating in a regional initiative led by the Western Riverside Council of Governments (WRCOG) to evaluate greenhouse gas (GHG) emissions and develop a Climate Action Plan (CAP) for reducing emissions. The Perris CAP includes local planning efforts to support statewide greenhouse gas (GHG) emissions reduction goals, and implements the goals and policies of the Perris General Plan. The CAP has been prepared to be consistent with all applicable state laws, including California's Global Warming Solutions Act of 2006 (Assembly Bill 32), executive orders of the Governor, and regional GHG reduction targets.

The proposed CAP includes a summary of the City's baseline (2010) GHG emissions inventory and forecasts, community-wide GHG reduction targets for 2020 and 2035, a list of GHG emissions reduction measures and actions to achieve the reduction targets. By understanding our emissions profile we can begin effective and efficient goal-setting and policy-making. A baseline also allows the City to monitor progress over time for reducing GHG emissions. The Perris CAP is organized into four chapters:

Chapter 1, Introduction: Provides the framework for the CAP, places the CAP in the context of current climate change science and policy, describes existing regional and local sustainability efforts and accomplishments, and discusses the CAP's relationship to the California Environmental Quality Act.

Chapter 2, Emissions Inventory, Projections, and Goals: Describes the emissions inventory process and results, and forecasts business-as-usual emissions for the City and the adopted emissions reduction target.

Chapter 3, Reduction Measures and Actions: Contains the anticipated State and federal emissions reductions, and the local reduction measures and actions that will be implemented to meet the City's reduction target.

Chapter 4, Implementation and Monitoring: Provides best practices and specific resources for implementing reduction measures, the role for measure-specific evaluations and periodic updates to the inventories, the use of indicators to monitor the City's progress, and the need for future iterations of the CAP to incorporate new data and reduction measures as they become available.

In addition to contributing to the subregion's collective efforts to mitigate the impacts of climate change, Perris will have other opportunities to benefit from the reduction of local GHG emissions, including reduced energy and transportation costs for residents and businesses; improved community health; and creation of green jobs.

On the basis of the Initial Study prepared for the Perris Climate Action Plan, it was determined the proposed project does not have the potential to cause a significant effect on the environment, and a Negative Declaration was prepared in accordance with the California Environmental Quality Act (CEQA).

Prepared by: Diane Sbardellati, Associate Planner

Asst. City Manager: Ron Carr 

Public Hearing: February 23, 2016

Attachments: Resolution next in order; Climate Action Plan; Negative Declaration; Planning Commission Submittal/Report, Resolution, and Minutes

RESOLUTION NO. next in order

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING THE PERRIS CLIMATE ACTION PLAN (PLANNING CASE NO. 15-00092) TO ESTABLISH A BASELINE GREENHOUSE GAS EMISSIONS PROFILE AND PROPOSE ACTIONS AND MEASURES TO REDUCE FUTURE GREENHOUSE GAS EMISSIONS, IN ACCORDANCE WITH STATE LAW, AND MAKE FINDINGS IN SUPPORT THEREOF.

WHEREAS, California's Global Warming Act of 2006, or Assembly Bill 32 (AB 32) requires cities and counties in California to reduce greenhouse gas (GHG) emissions statewide to 1990 levels by the year 2020; and

WHEREAS, in 2010, with assistance from the Western Riverside Council of Governments (WRCOG), the City of Perris prepared an inventory of the City's greenhouse gas emissions in order to understand the sources of GHG emissions and forecast business-as-usual emissions for the City, and propose steps to reduce such emissions in accordance with state law and the adopted emissions reduction target; and

WHEREAS, the Perris Climate Action Plan establishes baseline environmental conditions in Perris, provides a long-range comprehensive plan for reducing GHG emissions that is consistent with AB 32, and implements the goals and policies of the Perris General Plan; and

WHEREAS, the Perris General Plan was amended in 2008 to add a Sustainable Communities section within the Conservation Element for the purpose of promoting energy and resource conservation in the City to protect the environment, improve quality of life, and promote a sustainable future, and energy and water conservation measures were included as essential components; and

WHEREAS, the Subregional Climate Action Plan was completed by the Western Riverside Council of Governments (WRCOG) in September 2014 with the City of Perris as one of the participating jurisdictions, and the WRCOG Planning Directors' Technical Advisory Committee (PD TAC) served as the primary technical working group; and

WHEREAS, the Perris Climate Action Plan (Planning Case No. 15-00092) builds upon the WRCOG Subregional Climate Action Plan in order to reduce greenhouse gas emission by 2020 and beyond, to be achieved through the efforts of federal, state, and regional programs, and in addition, will implement additional local measures within the community; and

WHEREAS, on December 2, 2015, the Planning Commission continued the regularly scheduled and legally noticed public hearing for the Perris Climate Action Plan (Planning Case No. 14-00092) to January 20, 2016; and

WHEREAS, on January 20, 2016, at the regularly scheduled and legally noticed public hearing for the Perris Climate Action Plan (Planning Case No. 14-00092), the Planning

Commission recommended approval of the project after considering public testimony and accompanying documents; and

WHEREAS, on February 23, 2016, the Perris City Council held a regularly scheduled and legally noticed public hearing for the Perris Climate Action Plan (Planning Case No. 14-00092), and considered 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 City Council as follows:

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

Section 2. The City Council has reviewed and considered the environmental documentation for the project prior to taking action. The intent of the Climate Action Plan is to improve the environment through reduction of greenhouses gas emissions. Accordingly, the City Council hereby adopts a Negative Declaration in accordance with the provisions of the California Environmental Quality Act. Based on the analysis contained in the Initial Study and accompanying environmental information, the City Council finds that:

- A. No potentially significant environmental impacts were identified and a Negative Declaration (2319) has been prepared.
- B. The City has complied with the California Environmental Quality Act (CEQA).
- C. Determinations of the City Council reflect the independent judgment of the City.

Section 3. Based on the information contained in the staff report and supporting exhibits, the City Council finds, regarding the Perris Climate Action Plan, as follows:

- A. The proposed Climate Action Plan will not result in a significant adverse effect on the environment.
- B. The proposed Climate Action Plan will not conflict with the goals, policies, and implementation measures set forth in the General Plan and Zoning Ordinance.
- C. The proposed Climate Action Plan will not have a negative effect on public health, safety, or the general welfare of the community.

Section 4. The City Council hereby approves Planning Case 15-00092, the Perris Climate Action Plan, based on the findings presented herein.

Section 5. The City Council declares that should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any court of

competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Resolution shall remain in full force and effect.

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

ADOPTED, SIGNED, and APPROVED this 23rd day of February 2016.

Daryl R. Busch, Mayor

ATTEST:

Nancy Salazar, City Clerk

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

I, Nancy Salazar, City Clerk of the City of Perris do hereby certify that the foregoing Resolution No. ___ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 23rd day of February 2016, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Nancy Salazar, City Clerk


Attachment: Perris Climate Action Plan

CITY COUNCIL AGENDA SUBMITTAL

Meeting Date: February 23, 2016

SUBJECT: 2015-16 Mid-Year Budget Review and
Capital Improvement Program Update

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

CONTACT: Jennifer Erwin, Assistant Director of Finance 

BACKGROUND/DISCUSSION:

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

BUDGET (or FISCAL) IMPACT:

- General Fund, Special Revenue Fund, and Enterprise Fund revenue and expense amendments will be presented for Council consideration and approval.
- Consideration of adjustments to various capital improvement projects as described in the 2014-15 Capital Improvement Program.

Reviewed by:

Assistant City Manager 

Attachment: Capital Improvement Program Document (provided under separate cover)

Business Item