

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

**AGENDA  
JOINT MEETING OF THE CITY COUNCIL, SUCCESSOR  
AGENCY TO THE REDEVELOPMENT AGENCY, PUBLIC  
FINANCE AUTHORITY, PUBLIC UTILITY AUTHORITY,  
HOUSING AUTHORITY, PERRIS JOINT POWERS  
AUTHORITY AND PERRIS COMMUNITY ECONOMIC  
DEVELOPMENT CORPORATION OF THE CITY OF PERRIS**

**Tuesday, March 29, 2016**

**6:30 P.M.**

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

***CLOSED SESSION: 5:45 P.M.***

***ROLL CALL:***

Rabb, Rogers, Yarbrough, Burke, Busch

- A. Conference with Real Property Negotiators – Government Code  
Section 54956.8  
Property: APN #326-071-002-3  
City Negotiator: Richard Belmudez, City Manager  
Negotiating Parties: Alvin Kurtzman, Jacqueline Kurtzman, Norman  
Levenson and Robert Gary Sherman  
Under Negotiation: Price and terms of payment
- B. Conference with Real Property Negotiators – Government Code  
Section 54956.8  
Property: APN #326-062-017, 326-071-001, 326-072-005  
City Negotiator: Richard Belmudez, City Manager  
Negotiating Parties: N/A  
Under Negotiation: Price and terms of payment

C. Conference with Real Property Negotiators – Government Code Section 54956.8

Property: City of Perris Water System  
City Negotiator: Richard Belmudez, City Manager  
Negotiating Parties: Eastern Municipal Water Department  
Under Negotiation: Price and terms of payment

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

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

2. **ROLL CALL:**

Rabb, Rogers, Yarbrough, Burke, Busch

3. **INVOCATION:**

4. **PLEDGE OF ALLEGIANCE:**

Councilman Rabb 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 March 8, 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 the Second Reading of Ordinance Number 1325 to amend the Zoning Code Chapters 19.62 “Variances” and Chapter 19.54 “Authority and Review Procedures” to clarify inconsistencies related to variance procedures and approving authority in the City of Perris.

The Proposed Second Reading of Ordinance Number 1325 is entitled:

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TO APPROVE ORDINANCE AMENDMENT 16-05010 TO AMEND CHAPTER 19.62 "VARIANCES" AND CHAPTER 19.54 "AUTHORITY AND REVIEW PROCEDURES" AND MAKE FINDINGS IN SUPPORT THEREOF**

- B. Approve the Façade Improvement Project Budget Amendment for the location at 360 East 4<sup>th</sup> Street.**
- C. Approve request for a Fiscal Year 2015-2016 Budget Amendment establishing a budget to paint the exterior of the City Owned Building at 227 North "D" Street.**
- D. Approve the 2015 Annual Progress Report for the General Plan Housing Element.**
- E. Approve a Contract Services Agreement with Path of Life Ministries for Fiscal Year 2016-2017 for Homeless Services in the City of Perris.**
- F. Approve Contract with Action Surveys regarding the Goetz Road Project between Case Road and Mapes Road.**
- G. Approve the 4<sup>th</sup> Street Traffic Report by RK Engineering.**
- H. Approve the Plans and Specifications for 4<sup>th</sup> Street Improvement Project and award Contract to All American Asphalt and reject all other bids.**
- I. Approve Rotary Club of Perris request for a fee waiver for use of the Bob Glass Gym and Community Room for the Perris Honors Gala to be held on May 7, 2016.**
- J. Adopt Resolution Number (next in order) regarding Annexation of Parcel Map 36010 to Flood Control Maintenance District No. 1; located between Markham Street and the Ramona Expressway and between Brennan Avenue and Indian Avenue. (Ownership: Prudential).**

**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, DECLARING INTENTION TO AUTHORIZE LEVYING ASSESSMENTS UPON CERTAIN PARCELS OF REAL PROPERTY, TO ORDER ANNEXATION OF PARCEL MAP 36010 TO BENEFIT ZONE 87, FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT**

ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON MAY 31, 2016

- K. Receive and File the Perris Community Economic Development Corporation (CEDC) Financial Statements for 2014-2015.
- L. Approval to award bid to Tri-R Gen. Contractors, Inc. for tenant improvements to Jimbo's Tires located at 225 East 4<sup>th</sup> Street.
- M. Approval of Agreements for Purchase and Sale of Real Property ("Purchase and Sale Agreements") by and between: (1) City of Perris and The SoCo Group, Inc., authorizing the City to acquire portions of the property located at 41 North Perris Boulevard and a temporary construction easement thereon; and (2) City of Perris and Harald and Heidi M. Rungaldier, Trustees of Rungaldier Family Trust, under Declaration of Trust dated January 25, 1988, authorizing the City to acquire portions of the properties located at (i) the Northeast Corner of Perris Boulevard and 3<sup>rd</sup> Avenue and (ii) 213 East 2<sup>nd</sup> Street and 209 South Perris Boulevard and temporary construction easements thereon.

**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) regarding approval of the Draft FY 2016-2017 Annual Action Plan Funding recommendations for the Community Development Block Grant (CDBG) Program.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, APPROVING THE DRAFT FY 2016-2017 ACTION PLAN WITH PROPOSED FUNDING FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FEDERAL ENTITLEMENT PROGRAM

Introduced by: Darren Madkin, Deputy City Manager

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. Affordable Quality-Container Based Architectural Solutions Presentation.

Introduced by: Clara Miramontes, Director of Development Services

PUBLIC COMMENT:

- B. Update on the Chamber of Commerce.

Introduced by: Michael McDermott, Redevelopment and Economic Development Manager

PUBLIC COMMENT:

- C. Review of Sign Code.

Introduced by: Clara Miramontes, Director of Development Services

PUBLIC COMMENT:

- D. Ways and Means Committee Update.

Introduced by: Ron Carr, Assistant City Manager

PUBLIC COMMENT:

- E. Perris Green City Farm Community Garden Update.

Introduced by: Isabel Carlos, Assistant Director of Administrative Services

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 *NS*  
DATE: March 29, 2016  
SUBJECT: *Approval of Minutes*

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**BACKGROUND:** None.

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**FISCAL IMPACT:** None.

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- **RECOMMENDATION:** Motion to approve the Minutes of the Regular Joint Meeting held on March 8, 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 March 8, 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: March 8, 2016

06:30 PM

Place of Meeting: City Council Chambers

### CLOSED SESSION

**The Mayor called the Closed Session to order at 5:45 p.m.**

### ROLL CALL

**Councilmembers Present: Burke, Rabb, Rogers, Yarbrough, Busch**

**Staff Members Present: City Manager Belmudez, City Attorney Dunn, City Clerk Salazar**

- A. Conference with Legal Counsel - Potential Litigation - Government Code Section 54956.9 (d)(4) - 2 cases
- B. Conference with Legal Counsel – Existing Litigation – Government Code Section 54956.9(d)(2); 2 cases:  
Lin v. City of Perris  
Center for Community Action v. City of Perris

**City Attorney Dunn noted that there should be 2 cases listed under Item A. and 2 cases listed under Item B. adding that the second case for Item B. was Center for Community Action v. City of Perris.**

**The City Council adjourned to Closed Session at 5:46 p.m.**

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

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

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

**Councilmembers Present: Burke, Rabb, Rogers, Yarbrough, Busch**

**Staff Members Present: City Manager Belmudez, City Attorney Dunn, City Engineer Motlagh, Assistant City Manager Carr, Deputy City Manager Madkin, Redevelopment & Economic Development Manager**



McDermott, Police Captain Ford, Director of Development Services Miramontes, Capital Improvement Project Manager Morales, Information Technology Manager Cervantes, Assistant Director of Administrative Services Carlos, Assistant Director of Community Services and Housing Chavez, Assistant Finance Director Erwin, Assistant Director of Public Works Hartwill, Public Information Officer Vargo and City Clerk Salazar.

3. INVOCATION: Pastor Noland Turnage                      The Grove Community Church                      227 N. "D" Street                      Perris, CA 92570

4. PLEDGE OF ALLEGIANCE:

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

5. PRESENTATIONS/ANNOUNCEMENTS:

- A. Margaret Briggs, African American History Committee will present highlights of the Black History Celebration Event held February 20, 2016.
- B. Chamber of Commerce will present award checks to the highest-selling non-profits who participated in the "Win Some Wheels Community" fundraiser.

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 February 23, 2016.

The Mayor called for a motion.

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

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

NOES:

ABSENT:

ABSTAIN:

7. CONSENT CALENDAR:

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

- A. Adopted Resolution Numbers 4967, 4968 and 4969 regarding initiation of Annual Proceedings for City's Maintenance Districts

(FY 2016/2017). The District's include residential tracts and commercial developments throughout the City.

Resolution Number 4967 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2016/2017 IN THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; APPOINTING THE ENGINEER OF WORK, AND ORDERING PREPARATION OF AN ENGINEER'S REPORT

Resolution Number 4968 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2016/2017 IN THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; APPOINTING THE ENGINEER OF WORK, AND ORDERING PREPARATION OF AN ENGINEER'S REPORT

Resolution Number 4969 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2016/2017 IN THE CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1 PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; APPOINTING THE ENGINEER OF WORK, AND ORDERING PREPARATION OF AN ENGINEER'S REPORT

- B. Adopted Resolution Number 4970 regarding Annexation of portion of APN 305-240-015 into CFD 2001-3 (North Perris Public Safety District) – Annexation No. 21 (Project: Food 4 Less Fueling Station). (Owner: Coudures Family Limited Partnership).

Resolution Number 4970 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO (ANNEXATION NO. 21)

- C. Approved a License Agreement with Riverside County Flood Control and Water Conservation District to construct a 4.3 mile

multi- purpose trail on the Perris Valley Storm Drain, located between the northerly border of Perris, south to Nuevo Street.

- D. Received and Filed the Quarterly Investment Report for the Quarter Ended December 31, 2015.
- E. Approved annual Contract with RK Engineering for Traffic Engineering Services.
- F. Approved award of bid to Alabbasi, and reject all other bids for the Nuevo Interchange Phase I project.
- G. Approved closure of Rider Street at Perris Boulevard for the construction of the Master Planned Drainage Facilities Line A-B and other street improvements.
- H. Approved Amendment #1 to Cooperative Agreement with Riverside County Flood Control and Duke Realty Limited Partnership for construction of Perris Valley Master Drainage Plan Line A-B along Rider Street from Perris Boulevard to Perris Valley Channel.
- I. Approved Services Contract Amendment with Lynn Merrill to provide Engineering Tech Consultant Services.
- J. Approved the rejection of all bids for the Commercial Seismic Retrofit of the Perris Theater, located at 279 South "D" Street, and authorized the rebid of the project.
- K. Approved the award of bid to Tri-R Gen Contractors, Inc. for tenant improvements to Tastee Freez located at 168 East 4th Street.
- L. Approved and authorized the City Manager to sign the Letter Agreement between the City of Perris and Eastern Municipal Water District for funding participation of the Green City Farm Project.
- M. Adopted Resolution Number 4970 amending the established authorized agents for filing applications and requesting release of funds for Federal Assistance from the California Emergency Management Agency (CALEMA).

Resolution Number 4970 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AMENDING THE ESTABLISHED AUTHORIZED AGENTS TO FURTHER INCLUDE THE DIRECTOR OF DEVELOPMENT SERVICES OF THE CITY OF PERRIS FOR FILING APPLICATIONS AND REQUESTING RELEASE OF FUNDS FOR FEDERAL ASSISTANCE FROM THE

**CALIFORNIA EMERGENCY MANAGEMENT AGENCY  
(CALEMA)**

- N. Approved Perris Valley Filipino-American Association, Inc. request for a fee waiver for use of the Bob Glass Gym for a special event (Sportfest) to be held on August 27, 2016.

The Mayor called for a motion.

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

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

NOES:

ABSENT:

ABSTAIN:

**The Mayor requested that City Attorney Dunn report on Closed Session.**

**City Attorney Dunn reported that the Council met in Closed Session and were updated on the noted items, but there was no reportable action taken.**

8. PUBLIC HEARINGS:

- A. Adopted Resolution Numbers 4972, 4973 and 4974 regarding Annexation of DPR 07-09-0018 to the City's Maintenance Districts. DPR 07-09-0018 is a 9.06 acre project located approximately 750 feet east of Webster Avenue between Harley Knox Boulevard and Nance Street.

Resolution Number 4972 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 07-09-018 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2015-2016

Resolution Number 4973 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 07-09-0018 TO BENEFIT ZONE 116, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2015-2016

**Resolution Number 4974 is entitled:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 07-09-0018 TO BENEFIT ZONE 85, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2015-2016**

**The presentation was given by Roxanne Shepherd, Shepherd & Staats, Inc.**

**The Mayor opened the Public Hearing at 7:01 p.m. There was no Public Comment.**

**The Mayor closed the Public Hearing at 7:01 p.m.**

**The Mayor asked City Clerk Salazar to open the 3 ballots.**

**City Clerk Salazar opened the ballots and announced that all 3 ballots were marked "Yes".**

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Mark Yarbrough to Approve Resolution Numbers 4972, 4973 and 4974 as presented.

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

NOES:

ABSENT:

ABSTAIN:

- B. **Introduced the First Reading of Ordinance Number 1325 to amend the Zoning Code Chapters 19.62 "Variances" and Chapter 19.54 "Authority and Review Procedures" to clarify inconsistencies related to variance procedures and approving authority in the City of Perris.**

**The First Reading of Ordinance Number 1325 is entitled:**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TO APPROVE ORDINANCE AMENDMENT 16-05010 TO AMEND CHAPTER 19.62 "VARIANCES" AND CHAPTER 19.54 "AUTHORITY AND REVIEW PROCEDURES" AND MAKE FINDINGS IN SUPPORT THEREOF**

**This item was presented by Director of Development Services Miramontes.**

**The Mayor opened the Public Hearing at 7:06 p.m. There was no Public Comment.**

**The Mayor closed the Public Hearing at 7:06 p.m.**

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Tonya Burke to Approve the First Reading of Ordinance Number 1325, as presented.

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

NOES:

ABSENT:

ABSTAIN:

9. BUSINESS ITEMS:

**There were no Business Items.**

10. PUBLIC COMMENT/CITIZEN PARTICIPATION:

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

**Bill Lamb**

**Sherri Kreissig**

**Flo Cohen**

**Armando Hurtado**

11. COUNCIL COMMUNICATIONS:

**The following Councilmembers spoke:**

**Burke**

**Rogers**

**Rabb**

**Yarbrough**

**Busch**

12. CITY MANAGER'S REPORT:

13. ADJOURNMENT:

**There being no further business the Mayor adjourned the Regular City Council meeting at 7:51 p.m.**

**Respectfully Submitted,**

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**Nancy Salazar, City Clerk**



**CITY COUNCIL**  
**AGENDA SUBMITTAL**

**March 29, 2016**

**SUBJECT:** **Ordinance Amendment 16-05010 (Ordinance No. 1325)** – To amend the Zoning Code Chapters 19.62 “Variances” and Chapter 19.54 “Authority and Review Procedures” to clarify inconsistencies related to variance procedures and approving authority in the City of Perris.

**REQUESTED ACTION:** **Approve the Second Reading of Ordinance No. 1325** to adopt Ordinance Amendment 16-05010, amending the Zoning Code Chapters 19.62 “Variances” and Chapter 19.54 “Authority and Review Procedures.”

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

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**BACKGROUND/DISCUSSION:**

On March 8, 2016, the City Council unanimously approved Ordinance Amendment 16-05010 to amend the Zoning Code Chapters 19.62 “Variances” and Chapter 19.54 “Authority and Review Procedures. This amendment provides consistency between the two chapters related to variance procedures and approving authority in the City of Perris. The amendment clarifies that the Planning Commission shall initiate proceedings for consideration of a variance and that the Planning Commission shall have review and approval authority for variances in the City of Perris.

Upon adoption, Ordinance Amendment 1325 (attached) will be effective 30 days thereafter.

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**BUDGET (or FISCAL) IMPACT:** The cost for staff preparation of this item is included in the existing 2015-2016 General Fund.

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

**Assistant City Manager:** Ron Carr *RC*

**Consent Calendar:** **March 29, 2016**

**Exhibits:** A – Ordinance No.1325 and Zoning Code Chapters 19.62 “Variances” & Chapter 19.54 “Authority and Review Procedures”  
B– City Council Submittal dated March 08, 2016



**ORDINANCE NUMBER 1325**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING THE SECOND READING OF ORDINANCE AMENDMENT 16-05010 TO AMEND CHAPTER 19.62 "VARIANCES" AND CHAPTER 19.54 "AUTHORITY AND REVIEW PROCEDURES" AND MAKE FINDINGS IN SUPPORT THEREOF.**

**WHEREAS**, the City of Perris recognizes the need to amend 19.62 "Variances" and Chapter & 19.54 "Authority and Review Procedures", due to inconsistency between the two Chapters; and

**WHEREAS**, in June, 2002, the City Council adopted Ordinance No. 1097 to designate and clarify the duties of the Planning Commission;

**WHEREAS**, Ordinance Amendment 16-05010 includes changes to clarify variance procedures regarding review and approval by the Planning Commission in the City of Perris; and

**WHEREAS**, on February 3, 2016, the Planning Commission conducted a duly, noticed public hearing on the proposed ordinance amendment, considered testimony and materials in the findings and accompanying documents, and recommended approval of the proposed amendment; and

**WHEREAS**, on March 8, 2016, the City Council conducted a duly, noticed public hearing on the proposed amendments, and voted to approve the First Reading of said Ordinance based on the findings contained in the Resolution and attached exhibits; and

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

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

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

**Section 2.** The City Council hereby determines that the project is Categorically Exempt from the California Environmental Quality Act (CEQA) guidelines pursuant to Article 19, Section 15305, pertaining to Minor Alterations in Land Use Limitations. Accordingly, the City Council adopts a Categorical Exemption in accordance with the provisions of the California Environmental Quality Act.

**Section 3.** Based upon the information contained within the supporting exhibits, with respect to Ordinance Amendment 16-05010, the City Council finds that:

Ordinance Amendment 16-05010

**Exhibit A**

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

**Section 4.** That for the foregoing reasons the City Council approves the Second Reading of Ordinance Amendment 16-05010 to amend chapter 19.62 "Variances" and Chapter & 19.54 "Authority and Review Procedures" to the Zoning Code, based on the findings presented herein.

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

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

**ADOPTED, SIGNED, and APPROVED this 29<sup>th</sup> day of March 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 Ordinance Number 1325 was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 29<sup>th</sup> day of March 2016, by the following called vote:

**AYES:  
NOES:  
ABSENT:  
ABSTAIN:**

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City Clerk, Nancy Salazar

**Attachment: Adopted Ordinance 1325**

## CHAPTER 19.62

### VARIANCES

Sections:

19.62.010	PURPOSE AND INTENT
19.62.020	JUSTIFICATION
19.62.030	APPLICATION
19.62.040	PUBLIC HEARING
19.62.050	CONDITIONS
19.62.060	FAILURE TO COMPLY

19.62.010 PURPOSE AND INTENT

For practical difficulties, necessary hardships, or results inconsistent with the general intent and purpose of this Code which occur by reason of the strict interpretation of its provisions and the physical constraints of real property, the Planning Commission, upon motion, may, or upon the verified application of any interested person, shall initiate proceedings for consideration of a variance from the provisions of this Code. The Planning Commission in granting said variance may establish such conditions as may be deemed necessary to assure that the intent and purpose of this Code and the public health, safety and welfare will be promoted.

A variance shall not be construed as an amendment to this Code or cause the maps which are part of this Code to be changed.

19.62.020 JUSTIFICATION

The applicant shall set forth in detail on forms provided by the Director of Planning and Community Development, the reasons for the requested variances and shall demonstrate how the conditions set forth in this Section are satisfied, and all other information as may be required by the Planning Commission.

The Planning Commission, before granting a variance, must make in writing all of the findings contained in Section 19.54.040 A.

19.62.30 APPLICATION

**A. *Application Filing***

1. Applications for variances shall be made to the Department of Planning and Community Development on forms provided by the Department. The applicant shall set forth complete data required to satisfy all the requirements of Section 19.62.020. The completed application shall be submitted to the Planning

Commission for public review.

2. Upon filing an application for a variance, a uniform fee, as established by City Council resolution and any amendments thereto, shall be paid for the purpose of defraying costs incidental to the proceedings.

**B. *Investigation and Prohibition***

1. The Planning Commission shall investigate the facts bearing on each case verify information necessary to assure action consistent with the intent and purpose of this Code.
2. A person may not file and the Director of Planning and Community Development shall not accept an application which is the same as or substantially the same as an application upon which final action has been taken by the City within 12 months prior to the date of said application, unless accepted by a motion of the Planning Commission.

**19.62.040 PUBLIC HEARING**

Upon the filing of a verified application, the Planning and Community Development Department shall set a public hearing before the Planning Commission when the Director of Planning and Community Development has determined that the application is in compliance with this Code and the California Environmental Quality Act.

The notice and public hearing procedure shall be consistent with Chapter 19.56, PUBLIC HEARING PROCEDURES.

**19.62.050 CONDITIONS**

The Planning Commission, in granting a variance, may set forth reasonable conditions which shall assure the intent and purpose of this Code.

**19.62.060 FAILURE TO COMPLY**

Noncompliance with any condition on a variance shall constitute an infraction of the Zoning Ordinance.

## CHAPTER 19.54

### AUTHORITY AND REVIEW PROCEDURES

Sections:

- 19.54.010 PURPOSE
- 19.54.020 AUTHORITY
- 19.54.030 REVIEW AUTHORITY AND PROCESSING PROCEDURES
- 19.54.040 FINDINGS OF APPROVAL FOR DISCRETIONARY APPLICATIONS
- 19.54.050 FINDINGS OF APPROVAL FOR NON-DISCRETIONARY APPLICATIONS
- 19.54.060

19.54.010 PURPOSE

The purpose of this Chapter is to establish the authority to adopt and procedures to evaluate the following applications and actions:

- Zone Changes
- Zoning Ordinance Amendments
- Specific Plans
- Conditional Use Permits
- Variances
- Administrative Permits
- Permitted Uses
- Temporary Outdoor Uses
- Modifications to Specific Plans, Conditional Use Permits, and Variances
- Administrative Determination
- Minor Adjustments
- Development Plan Review
- Letters of Public Convenience or Necessity  
(Ord. 1103, 6/02)

19.54.20 AUTHORITY

The authority for each type of application identified in Section 19.54.010 PURPOSE, is as follows:

**A. *Zone Changes and Zoning Ordinance Amendments***

The California Government Code allows jurisdictions to adopt and amend criteria which regulate the use of property located within specified districts or categories. Such changes or amendments shall be undertaken consistent with State law and local procedures. The Planning Commission is authorized to review and recommend either approval or denial to the City Council. The City Council is authorized to approve or disapprove any proposed requests.

**B. *Specific Plans***

The *California Government Code* allows local jurisdictions to adopt and amend Specific Plans to implement a City's General Plan, provided it is prepared pursuant to Section 65450 of the *California Government Code*. Specific Plans may be prepared for single or multiple uses including but not limited to residential, commercial, industrial, or recreational activities. Such changes or amendments shall be undertaken consistent with State law and local procedures. The Planning Commission is authorized to review and recommend either approval or denial to the City Council. The City Council is authorized to approve or disapprove any requests.

**C. *Conditional Use Permits***

The *California Government Code* allows for the adoption of regulations which require a use permit be obtained for the operation of specified uses. Use permits may require compliance with certain conditions of approval prior to the issuance of a permit to operate or building permit. The Planning Commission is authorized to approve and deny any requests.

**D. *Variances***

The California Government Code allows for the adoption of regulations which permit the Planning Commission to grant a variance from the required development standards contained in a Zoning Ordinance when practical difficulties, unnecessary hardships or results inconsistent with the general purpose of this Title result through the strict and literal interpretation and enforcement of the provisions of this Title. The Planning Commission is authorized to approve or deny any requests.

**E. *Administrative Permits***

The California Government Code allows jurisdictions to require a non discretionary permit for the establishment of a large family day care home on lots zoned for single-family dwellings. The purpose of the permit can be granted by the designated City official provided the proposed use complies with all adopted local ordinances. The Director of Planning and Community Development is authorized to approve any requests consistent with existing City ordinances and policies.

**F. *Permitted Uses***

The California Government Code allows for the regulation of land uses and buildings. The land uses identified as Permitted Uses are allowed by right, subject only to their compliance with existing City regulations. The

Director of Planning and Community Development is authorized to approve or deny any projects consistent with existing City ordinances and policies.

**G. *Temporary Outdoor Uses***

The California Government Code allows for the regulation of land uses and buildings. Temporary outdoor uses are allowed subject to their appropriateness, the availability of land, and their compliance with existing City regulations. The Director of Planning and Community Development is authorized to approve, conditionally approve, or deny any requests.

**H. *Administrative Determinations***

When a use is not listed specifically as either a permitted use or conditionally permitted use under a particular Zoning district or category, the Director of Planning and Community Development shall have the authority to determine whether the use is sufficiently similar to other uses in the particular zone to justify a finding that it should be deemed either a permitted use or conditionally permitted use. The Director of Planning and Community Development is authorized to approve or disapprove any requests consistent with the provisions of this Chapter.

**I. *Minor Adjustments***

When the strict application of the provisions of this Title would be impractical or result in a hardship, a minor adjustment may be authorized by the Director of Planning and Community Development subject to the limitations listed below. Should a request for a minor adjustment be beyond the limitations listed below or considered either too controversial or significant to surrounding property owners or residents, the Director may, at his/her discretion, require the formal filling of a variance request. The Director of Planning and Community Development is authorized to approve or deny the following minor adjustments to the standards contained in the Development Code:

1. Setbacks/Landscaping: Reduce required setback or landscape areas up to 25 percent.
2. Parking: Reduce required parking up to 25 percent.
3. Height/Coverage: Increase the allowable structure height or lot coverage up to 25 percent.
4. Walls/Fences: Increase the height of walls or fences up to 25 percent.
5. Freestanding Signs: Increase the height of freestanding



signs up to 25 percent.

**J. *Development Plan Review***

The *California Government Code* allows for adoption of regulations for the review of Development Projects. Development Plans may require compliance with certain conditions of approval prior to issuance of a permit to operate or a building permit. The Director of Planning and Community Development, the Planning Commission, or City Council, as specified in Section 19.54.030, is authorized to approve, conditionally approve, or deny any requests.

**K. *Letter of Public Convenience or Necessity***

The *California Business and Professions Code* provides for City review of alcoholic beverage control licenses where there is an “undue concentration” and a determination that the public convenience or necessity would be served by the issuance of a license. The Planning Commission is authorized to approve or deny any requests for determination of public convenience or necessity.

(Ord. 1103, 6/02)

19.54.30 REVIEW AUTHORITY AND PROCESSING PROCEDURES

**A. *Processing Review and Authority***

**1. Review and Approval Authority**

All actions covered by this Chapter shall be processed in the manner prescribed below. The following matrix outlines the actions, review authority, and approval authority for each type of application:

<b>TYPE OF ACTION</b>	<b>TYPE OF APPLICATION</b>	<b>REVIEW AUTHORITY</b>	<b>APPROVAL AUTHORITY</b>
Discretionary	<ul style="list-style-type: none"> <li>• Administrative Determinations</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> </ul>	<ul style="list-style-type: none"> <li>• Director of Planning &amp; Community Development</li> </ul>
	<ul style="list-style-type: none"> <li>• Administrative Development Plan Review (More than 4 Single-Family, less than 4 Multi-Family, New Non-Residential less than 2,500 square feet, and conversion of residential structure to non-residential use)</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> </ul>	<ul style="list-style-type: none"> <li>• Director of Planning &amp; Community Development</li> </ul>
	<ul style="list-style-type: none"> <li>• Agricultural Preserve Applications</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> <li>• Planning Commission</li> </ul>	<ul style="list-style-type: none"> <li>• City Council</li> </ul>
	<ul style="list-style-type: none"> <li>• Annexations</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> <li>• Planning Commission</li> </ul>	<ul style="list-style-type: none"> <li>• City Council</li> </ul>
	<ul style="list-style-type: none"> <li>• Development Agreement</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> <li>• Planning Commission</li> </ul>	<ul style="list-style-type: none"> <li>• City Council</li> </ul>
	<ul style="list-style-type: none"> <li>• Development Plan Review-</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> </ul>	<ul style="list-style-type: none"> <li>• Planning Commission</li> </ul>

<b>TYPE OF APPLICATION</b>	<b>REVIEW AUTHORITY</b>	<b>APPROVAL AUTHORITY</b>
<ul style="list-style-type: none"> <li>• General Plan Amendments</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> <li>• Planning Commission</li> </ul>	<ul style="list-style-type: none"> <li>• City Council</li> </ul>
<ul style="list-style-type: none"> <li>• Major Modifications</li> </ul>	<ul style="list-style-type: none"> <li>• Same Authorities as for new application</li> </ul>	<ul style="list-style-type: none"> <li>• Same Authority as for new application</li> </ul>
<ul style="list-style-type: none"> <li>• Minor Modifications</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> </ul>	<ul style="list-style-type: none"> <li>• Director of Planning &amp; Community Development</li> </ul>
<ul style="list-style-type: none"> <li>• Minor Adjustments</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> </ul>	<ul style="list-style-type: none"> <li>• Director of Planning &amp; Community Development</li> </ul>
<ul style="list-style-type: none"> <li>• Minor Development Plan Review</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> </ul>	<ul style="list-style-type: none"> <li>• Director of Planning &amp; Community Development</li> </ul>
<ul style="list-style-type: none"> <li>• Reversions to Acreage</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> </ul>	<ul style="list-style-type: none"> <li>• City Council</li> </ul>
<ul style="list-style-type: none"> <li>• Surface Mining Permits</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> <li>• Planning Commission</li> </ul>	<ul style="list-style-type: none"> <li>• City Council</li> </ul>
<ul style="list-style-type: none"> <li>• Sign Programs</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> </ul>	<ul style="list-style-type: none"> <li>• Director of Planning &amp; Community Development</li> </ul>
<ul style="list-style-type: none"> <li>• Specific Plans</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> <li>• Planning Commission</li> </ul>	<ul style="list-style-type: none"> <li>• City Council</li> </ul>

	<b>TYPE OF APPLICATION</b>	<b>REVIEW AUTHORITY</b>	<b>APPROVAL AUTHORITY</b>
	<ul style="list-style-type: none"> <li>• Street Naming</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> </ul>	<ul style="list-style-type: none"> <li>• Planning Commission</li> </ul>
	<ul style="list-style-type: none"> <li>• Temporary Use Permits</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> </ul>	<ul style="list-style-type: none"> <li>• Director of Planning &amp; Community Development</li> </ul>
	<ul style="list-style-type: none"> <li>• Tentative Parcel Maps</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> </ul>	<ul style="list-style-type: none"> <li>• Planning Commission</li> </ul>
	<ul style="list-style-type: none"> <li>• Variances</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> </ul>	<ul style="list-style-type: none"> <li>• Planning Commission</li> </ul>
	<ul style="list-style-type: none"> <li>• Zone Changes</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> <li>• Planning Commission</li> </ul>	<ul style="list-style-type: none"> <li>• City Council</li> </ul>
	<ul style="list-style-type: none"> <li>• Zoning Text (Ordinance) Amendments</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> <li>• Planning Commission</li> </ul>	<ul style="list-style-type: none"> <li>• City Council</li> </ul>
Non-Discretionary	<ul style="list-style-type: none"> <li>• Permitted Uses</li> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>• City Staff</li> <li>• Other Responsible Agencies</li> </ul>	Director of Planning and Community Development

2. Referral to Next Higher Authority

The Director of Planning and Community Development may refer an application to the next higher authority due to special issues, impacts related to the project, or controversy.

3. Multiple and Concurrent Applications

When multiple applications related to a project are concurrently processed and that project also contains an application which requires review and determination by a higher authority, then all these applications, with the exception of sign permits, shall be reviewed and referred to the higher authority for determination.

The final environmental determination and decision on all of the concurrent applications related to a project shall be made by the highest level of Approval Authority for any of the applications. For example the City Council shall review and determine the final action for all applications concurrently processed with a General Plan Amendment or Zone Change.

4. **Modifications**

Major Modifications to approved projects shall be reviewed and a determination shall be made by the same authority as required for initial approval. Minor Modifications shall be reviewed and a determination shall be made by the Director of Planning and Community Development. The Director of Planning and Community Development shall be responsible for determining whether or not a proposed modification is deemed significant depending on the circumstances involved and should be considered a Major Modification or Minor Modification. The approval of Major or Minor Modifications to approved projects shall not extend the expiration date of the original project approvals, unless specified in the conditions of approval of said modification.

5. **Violation of Conditions**

Whenever a permit is conditionally approved or modified by the approving authority, the use or enjoyment of the permit approval without observance or in violation of any such conditions shall constitute a violation of the Code. Violations may be enforced in accordance with the processes and procedures for violations of the Code, or may constitute grounds for the permit to be revoked or suspended as provided in this Code

***B. Processing Procedures***

1. All development applications are subject to City review, except as exempted in Section 19.50.030.

2. **Abandonment of Applications**

a. An application for permits or approvals as specified in this Chapter shall be deemed to have been abandoned when information and/or fees have been requested in writing to complete or continue application processing and the requested information and/or fees have not been received by the Planning Division within ninety (90) days of the request.

- b. The applicant may provide a written request for extension, which must be supported by a written explanation of the delay, stating the date by which the further application material and or fees will be submitted. If the Director finds that special circumstances exist and that unusual hardship to the applicant would result from deeming the application abandoned, the Director may extend the period during which the required material must be submitted. If the required material has not been submitted by the new date and if the Director has not further extended the allowable period, the application shall be deemed abandoned without further notification.

3. **Final Effective Date of Approvals**

The final effective date of any approval shall be the first business day after all applicable appeals periods have lapsed, or the final action has occurred on any appeal. Permits shall not be issued and land uses or construction shall not commence for any use or structure involved in any application required by this Code until the final effective date of the required approvals.

(Ord. 1103 6/02)

19.54.40 **FINDINGS OF APPROVAL FOR DISCRETIONARY APPLICATIONS**

**A. *Zone Change***

The purpose of a zone change is to ensure the City can modify land use requirements to reflect the changing needs of the area and ensure compatibility with the City's General Plan. Prior to granting approval of a zone change application the following findings shall be adopted:

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

**B. *Specific Plans***

The purpose of a Specific Plan is to allow the City to prepare unique policies and development standards which respond to the specific needs of individual projects. Prior to granting approval of a Specific Plan application the following findings shall be adopted:

1. The Specific Plan is consistent with the General Plan Land Use Map and applicable General Plan objectives, policies, and programs.
2. The Specific Plan provides adequate text and diagrams to adequately address the following issues in detail:
  1. The distribution, location, and extent of the uses of land, including open space, within the area covered by the Plan.
  2. The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the Plan and needed to support the land uses described in the Plan.
  3. Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.
  4. A program of implementation measures including regulation, programs, public works projects, and financing measures necessary to carry out the provisions contained in paragraphs a, b, and c above.

**C. *Conditional Use Permits***

The purpose of a conditional use permit is to: Assure compatibility of the proposed use with other existing and potential uses within the general area; assure the proposed use is consistent and compatible with the purpose of the zone in which it is located; and, recognize and compensate for potential impacts that could be generated by the proposed use, such as noise, smoke, dust, fumes, vibration, odors, and hazards. Prior to granting approval of a conditional use permit the following findings shall be adopted:

1. The proposed location of the conditional use is in accord with the objectives of this Title and the purposes of the zone in which the site is located.
2. The proposed plan is consistent with the City's General Plan and conforms to all Specific Plans, zoning standards, applicable subdivision requirements, and other ordinances and resolutions of the City.
3. The proposed location of the conditional use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.
4. The architecture proposed is compatible with community standards and protects the character of adjacent development.
5. The landscaping plan ensures visual relief and provides an attractive environment for the public's enjoyment.

**D. Variances**

The purpose of a variance is to allow for deviations from the standards contained in this Title. Variances from the terms of the Development Code 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 Development Code deprives such property of privileges enjoyed by other property in the vicinity and under identical zoning classification. Those standards which are determined administratively or at the discretion of the Planning commission shall not be subject to the variance provisions. A variance shall not be granted for a parcel of property which authorizes a use or activity which is not otherwise expressly authorized by the Development Code governing the property. Prior to granting approval of a variance the following findings shall be adopted:

1. There are unique physical circumstances applicable to the subject land, including size, shape, topography, location or surroundings. If the reviewing body finds that the physical circumstances are similar to other parcels in the zone, such circumstances are not unique and a variance shall not be granted.
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.
3. The granting of the variance and any appropriate conditions of approval shall not constitute a grant of special privileges which other conforming property properties in the vicinity do not enjoy under identical zoning standards.
4. The granting of the variance will not adversely affect the objectives, policies, and programs contained in the City's General Plan.

**E. Major Modifications to Specific Plans, Conditional Use Permits, Development Plan Reviews, and Variances**

Modifications to approved plan can occur due to changes necessitated by other agencies or the desire to refine the plan to meet changing economic or social needs. Major modifications involve significant design changes which could, for example, modify the original character of the development, building, or use, such as an increase in residential densities, diminishment of open space areas, reorientation of building or entrance areas. A minor revision would not violate the intent of any of the standards or conditions or the permit or the zone. The Director of Planning and Community Development will be responsible for



determining whether or not a proposed modification is deemed significant, depending on the circumstances involved.

***F. Development Plan Reviews***

The purpose of the Development Plan Review is to protect the health, safety, and welfare of the citizens of the City; to ensure that all development proposed within the City is consistent with the City's General Plan, Zoning, any applicable Specific Plan, and City requirements to protect and enhance the built and natural environment of the City, identifying and mitigating potential impacts that could be generated by the proposed use, such as traffic, noise, smoke, dust, fumes, vibration, odors, other hazards, or community impacts. The City's review process it shall include the evaluation of certain development impacts and standards, including, but not limited to the following:

1. The proposed development is consistent with the allowed Zoning restrictions, in addition to drainage, waste disposal, street dedication, fire safety, and other appropriate regulations.
2. The following are constructed and arranged so that traffic congestion is avoided, pedestrian and vehicular safety and welfare are protected, and there will be no adverse effect on surrounding property:
  - a. Buildings, structures, and improvements
  - b. Parking, vehicular ingress/egress and internal circulation
  - c. Setbacks
  - d. Height of buildings
  - e. Service areas
  - f. Walls and fences
  - g. Landscaping
  - h. Architectural compatibility with zoning standards, applicable Specific Plans, and surrounding development
3. All utility facilities are underground, unless otherwise authorized by Perris Municipal Code Chapter 13.04.
4. Proposed lighting is located so as to reflect the light away from adjoining properties
5. Proposed signs will not, by size, location, color or lighting, interfere with traffic, limit visibility, contribute to overhead clutter, or create a public nuisance.
6. All applicable public easements and rights-of-way have been dedicated or offered for dedication.
7. All required infrastructure and improvements are included within the proposed development or the conditions of approval.

Prior to granting approval of a Development Plan Review the following findings shall be adopted:

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

**G. *Administrative Determinations***

The purpose of an administrative determination is to provide a process whereby uses can be administratively added to a particular zone or zones without processing a formal amendment to the Zoning Ordinance. Prior to granting approval or an administrative determination the following findings shall be adopted:

1. The proposed use is consistent with the purpose of the Zoning Ordinance and the particular zone or zones in which it is to be added.
2. The proposed use and its operation are compatible with the uses allowed in the zone.
3. The proposed use is similar to one or more uses in the zone or zones it is to be added.

**H. *Minor Adjustments***

The purpose of a minor adjustment is to administratively approve deviations from Development Code standards when the changes are deemed to be minor and will not adversely affect the public health or the safety of adjoining properties. Prior to granting approval of a minor adjustment the following findings shall be adopted:

1. The proposed adjustment does not adversely affect the adjoining property owners or uses.
2. The proposed adjustment is necessary for the effective operation of the use or associated facilities.

3. The necessity for the adjustment is adequately justified, including through the use of special studies.

***I. Letter of Public Convenience or Necessity***

The purpose of the Letter of Public Convenience or Necessity is to allow the City to consider requests for issuance alcoholic beverage control permits in areas “undue concentration” and make a determination that the public convenience and necessity would be served by the issuance of a permit. In order for the City to grant such a request the Director of Planning and Community Development shall consider the applicant’s request, consult with the City’s Police Chief and City Attorney as necessary, review and recommend a course of action to the Planning Commission. The Planning Commission must consider the matter and determine whether the public convenience and necessity would be served by the issuance of a permit. Prior to granting approval of a Letter of Public Convenience or Necessity the following findings shall be adopted:

1. Applicant has submitted a written request for a letter of public convenience and necessity to the City, indicting the reasons for request.
2. The census tract within the project site is located is determined to have an “undue concentration” of alcoholic beverage licenses.
3. Applicant has submitted a request for a particular type of alcoholic beverage license, license upgrade, or premises-to-premises transfer.
4. License applicant has a valid City issued permit for the associated use, which caters to the needs of the community, by providing public convenience or necessity.
5. The issuance of a particular type of alcoholic beverage license, license upgrade, or premises-to-premises transfer will continue to provide for public convenience and necessity.

***J. Temporary Use Permits***

Temporary outdoor events are those uses which shall be allowed provided they comply with existing City ordinances and policies. The actions undertaken by the City in the review and approval of these uses is to ensure each proposed use meets the City's existing regulation and that the applicant is appraised of these requirements. To accomplish this the City will distribute each proposed project, either formally or informally, to affected departments or agencies to obtain their comments and conditions. Upon completion of the City's review a letter shall be issued to the applicant stipulating the requirements/actions that must be taken to comply with existing City requirements. The letter shall attempt to be as comprehensive as possible in an effort to provide the applicant with the greatest amount of information to enable the proper development of the proposed project. The City will not be responsible for enforcing the

requirements noted by other agencies. As part of the City's review process it shall evaluate factors including but not limited to the following:

1. Compliance with Fire Department and other life safety criteria.
2. Compliance with Building Department criteria.
3. Adequate traffic circulation, ingress/egress and off-site parking.
4. Adequate restroom facilities.
5. Trash collection and disposal
6. Adequate insurance
7. Adequate security
8. Compliance with City sign regulations in Chapter 19.75

(Ord. 1103 6/02)

## 19.54.50 FINDINGS OF APPROVAL FOR NON-DISCRETIONARY APPLICATIONS

### A. *Permitted Uses*

Permitted uses are those uses which shall be allowed provided they comply with existing City ordinances and policies. However, land uses proposed to occupy a lot containing an abandoned building or structure, shall be subject Development Plan Review and to the applicable review and approving authorities as specified in Chapter 19.50 (Development Plan Requirements) and Section 19.54.030 (Authority and Review Procedures). The actions undertaken by the City in the review and approval of these uses is to ensure each proposed use meets the City's existing regulations and that the applicant is apprised of these requirements. To accomplish this the City will distribute each proposed project, either formally or informally, to affected departments or agencies to obtain their comments and conditions. Upon completion of the City's review a letter shall be issued to the applicant stipulating the requirements/actions that must be taken to comply with existing City requirements. The letter shall attempt to be as comprehensive as possible in an effort to provide the applicant with the greatest amount of information to enable the proper development of the proposed project. The City will not be responsible for enforcing the requirements noted by other agencies. As part of the City's review process it shall evaluate factors including but not limited to the following:

1. The proposed use and structure consistent with the allowed Zoning restrictions, in addition to drainage, waste disposal, street dedication, fire safety, and other appropriate regulations.
2. The following are so arranged that traffic congestion is avoided and pedestrian and vehicular safety and welfare are protected, so that there will be no adverse effect on surrounding property:
  - a. Buildings, structures, and improvements
  - b. Parking, vehicular ingress/egress and internal circulation

- c. Setbacks
  - d. Height of buildings
  - e. Service areas
  - f. Walls and fences
  - g. Landscaping
  - h. Architectural compatibility with zoning standards, applicable Specific Plans, and surrounding development
3. All utility facilities are underground, unless otherwise authorized by Perris Municipal Code Chapter 13.04.
  4. Proposed lighting is so located as to reflect the light away from adjoining properties
  5. Proposed signs will not, by size, location, color or lighting, interfere with traffic or limit visibility.
  6. All applicable public easements and rights-of-way have been dedicated or offered for dedication.

(Ord. 1103 6/02)

# CITY COUNCIL

## AGENDA SUBMITTAL

March 8, 2016

**SUBJECT:** Ordinance Amendment 16-05010 – To amend the Zoning Code Chapters 19.62 “Variances” and Chapter 19.54 “Authority and Review Procedures” to clarify inconsistencies related to variance procedures and approving authority in the City of Perris.

**REQUESTED ACTION:** Adopt Ordinance No. (next in order) approving Ordinance Amendment 16-05010, based on the findings contained in the resolution and attached exhibits.

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

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### BACKGROUND/DISCUSSION:

On February 03, 2016, the Planning Commission conducted a public hearing on the proposed ordinance amendment and unanimously recommended to the City Council approval (6-ayes, 1-absent) of the amendment. The purpose of this amendment is to provide consistency between two chapters in the Zoning Code regarding approval authority of a variance. The Planning Commission was created by the City Council in 2001 and, subsequently, Ordinance 1097 was adopted to establish the duties of the Planning Commission. Chapter 19.54 of the Zoning Code “Authority and Review Procedures” was amended to give the Planning Commission approval authority in land use planning processes and regulation, which included variances. However, Chapter 19.62 which establishes procedures for a variance was never updated to reflect the transfer in approving authority from the City Council to the Planning Commission. Currently, Chapter 19.62 states that the City Council shall initiate proceedings for consideration of a variance, thereby making the City Council the approving authority over variances. As a result, a variance requires City Council approval, which makes the process more cumbersome for a land use matters typically handled by Planning Commission. Furthermore, at the 2014 Planning Commission strategic planning meeting, one of the objectives was to streamline the variance process. This ordinance amendment would meet this objective.

Ordinance Amendment 16-05010 amends Zoning Code Chapter 19.62 and Chapter 19.54 to insure clarity and consistency in variance procedures in the City of Perris. This amendment clarifies that the Planning Commission shall initiate proceedings for consideration of a variance and that the Planning Commission shall have review and approval authority for variances in the City of Perris. Planning Staff recommends the City Council approve the requested ordinance amendment based on the findings contained in the resolution and attached exhibits.

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**BUDGET (or FISCAL) IMPACT:** The cost for staff preparation of this item is included in the existing 2015-2016 General Fund.

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

**Assistant City Manager:** Ron Carr

**Attachments:**  
1 – Ordinance  
2 – Planning Commission Packet Dated February 23, 2016  
3 – Minutes of Planning Commission Meeting February 23, 2016

**Public Hearing:** March 8, 2016

# Exhibit B

**ORDINANCE NUMBER \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TO APPROVE ORDINANCE AMENDMENT 16-05010 TO AMEND CHAPTER 19.62 "VARIANCES" AND CHAPTER 19.54 "AUTHORITY AND REVIEW PROCEDURES" AND MAKE FINDINGS IN SUPPORT THEREOF.**

**WHEREAS**, the City of Perris recognizes the need to amend 19.62 "Variances" and Chapter & 19.54 "Authority and Review Procedures", due to inconsistency between the two Chapters; and

**WHEREAS**, in June, 2002, the City Council adopted Ordinance No. 1097 to designate and clarify the duties of the Planning Commission;

**WHEREAS**, Ordinance Amendment 16-05010 includes changes to clarify variance procedures regarding review and approval by the Planning Commission in the City of Perris; and

**WHEREAS**, on February 3, 2016, the Planning Commission conducted a duly, noticed public hearing on the proposed ordinance amendment, considered testimony and materials in the findings and accompanying documents, and recommended approval of the proposed amendment; and

**WHEREAS**, on March 8, 2016, the City Council conducted a duly, noticed public hearing on the proposed amendments, considered testimony and materials in the findings, accompanying documents and exhibits; and

**WHEREAS**, prior to taking action, the City Council has heard, been presented with, and/or reviewed all of the information and data which constitutes the administrative record for the above-mentioned approvals, including all oral and written evidence presented to the City during all project meetings and hearings; and

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

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

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

**Section 2.** The City Council hereby determines that the project is Categorically Exempt from the California Environmental Quality Act (CEQA) guidelines pursuant to Article 19, Section 15305, pertaining to Minor Alterations in Land Use Limitations. Accordingly, the City Council adopts a Categorical Exemption in accordance with the provisions of the California Environmental Quality Act.

**Section 3.** Based upon the information contained within the supporting exhibits, with respect to Ordinance Amendment 16-05010, the City Council finds that:

**Ordinance Amendment 16-05010**

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

**Section 4.** That for the foregoing reasons the City Council approves, Ordinance Amendment 16-05010 to amend chapter 19.62 "Variances" and Chapter & 19.54 "Authority and Review Procedures" to the Zoning Code, based on the findings presented herein.

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

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

***ADOPTED, SIGNED, and APPROVED*** this 8<sup>th</sup> day of March 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 Ordinance Number \_\_\_\_\_ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 8<sup>th</sup> day of March 2016, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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City Clerk, Nancy Salazar

Attachment: Revised Zoning Code Chapters 19.62 and Chapter 19.54

## CHAPTER 19.62

### VARIANCES

#### Sections:

- 19.62.010 PURPOSE AND INTENT
- 19.62.020 JUSTIFICATION
- 19.62.030 APPLICATION
- 19.62.040 PUBLIC HEARING
- 19.62.050 CONDITIONS
- 19.62.060 FAILURE TO COMPLY

#### 19.62.010 PURPOSE AND INTENT

For practical difficulties, necessary hardships, or results inconsistent with the general intent and purpose of this Code which occur by reason of the strict interpretation of its provisions and the physical constraints of real property, the Planning Commission, upon motion, may, or upon the verified application of any interested person, shall initiate proceedings for consideration of a variance from the provisions of this Code. The Planning Commission in granting said variance may establish such conditions as may be deemed necessary to assure that the intent and purpose of this Code and the public health, safety and welfare will be promoted.

A variance shall not be construed as an amendment to this Code or cause the maps which are part of this Code to be changed.

#### 19.62.020 JUSTIFICATION

The applicant shall set forth in detail on forms provided by the Director of Planning and Community Development, the reasons for the requested variances and shall demonstrate how the conditions set forth in this Section are satisfied, and all other information as may be required by the Planning Commission .

The Planning Commission, before granting a variance, must make in writing all of the findings contained in Section 19.54.040 A.

#### 19.62.30 APPLICATION

##### **A. *Application Filing***

1. Applications for variances shall be made to the Department of Planning and Community Development on forms provided by the Department. The applicant shall set forth complete data required to satisfy all the requirements of Section 19.62.020. The completed application shall be submitted to the Planning

Commission for public review.

2. Upon filing an application for a variance, a uniform fee, as established by City Council resolution and any amendments thereto, shall be paid for the purpose of defraying costs incidental to the proceedings.

**B. *Investigation and Prohibition***

1. The Planning Commission shall investigate the facts bearing on each case verify information necessary to assure action consistent with the intent and purpose of this Code.
2. A person may not file and the Director of Planning and Community Development shall not accept an application which is the same as or substantially the same as an application upon which final action has been taken by the City within 12 months prior to the date of said application, unless accepted by a motion of the Planning Commission.

**19.62.040 PUBLIC HEARING**

Upon the filing of a verified application, the Planning and Community Development Department shall set a public hearing before the Planning Commission when the Director of Planning and Community Development has determined that the application is in compliance with this Code and the California Environmental Quality Act.

The notice and public hearing procedure shall be consistent with Chapter 19.56, PUBLIC HEARING PROCEDURES.

**19.62.050 CONDITIONS**

The Planning Commission, in granting a variance, may set forth reasonable conditions which shall assure the intent and purpose of this Code.

**19.62.060 FAILURE TO COMPLY**

Noncompliance with any condition on a variance shall constitute an infraction of the Zoning Ordinance.

## CHAPTER 19.54

### AUTHORITY AND REVIEW PROCEDURES

#### Sections:

- 19.54.010 PURPOSE
- 19.54.020 AUTHORITY
- 19.54.030 REVIEW AUTHORITY AND PROCESSING PROCEDURES
- 19.54.040 FINDINGS OF APPROVAL FOR DISCRETIONARY APPLICATIONS
- 19.54.050 FINDINGS OF APPROVAL FOR NON-DISCRETIONARY APPLICATIONS
- 19.54.060

#### 19.54.010 PURPOSE

The purpose of this Chapter is to establish the authority to adopt and procedures to evaluate the following applications and actions:

- Zone Changes
- Zoning Ordinance Amendments
- Specific Plans
- Conditional Use Permits
- Variances
- Administrative Permits
- Permitted Uses
- Temporary Outdoor Uses
- Modifications to Specific Plans, Conditional Use Permits, and Variances
- Administrative Determination
- Minor Adjustments
- Development Plan Review
- Letters of Public Convenience or Necessity  
(Ord. 1103, 6/02)

#### 19.54.20 AUTHORITY

The authority for each type of application identified in Section 19.54.010 PURPOSE, is as follows:

##### ***A. Zone Changes and Zoning Ordinance Amendments***

The California Government Code allows jurisdictions to adopt and amend criteria which regulate the use of property located within specified districts or categories. Such changes or amendments shall be undertaken consistent with State law and local procedures. The Planning Commission is authorized to review and recommend either approval or denial to the City Council. The City Council is authorized to approve or disapprove any proposed requests.

**B. *Specific Plans***

The *California Government Code* allows local jurisdictions to adopt and amend Specific Plans to implement a City's General Plan, provided it is prepared pursuant to Section 65450 of the *California Government Code*. Specific Plans may be prepared for single or multiple uses including but not limited to residential, commercial, industrial, or recreational activities. Such changes or amendments shall be undertaken consistent with State law and local procedures. The Planning Commission is authorized to review and recommend either approval or denial to the City Council. The City Council is authorized to approve or disapprove any requests.

**C. *Conditional Use Permits***

The *California Government Code* allows for the adoption of regulations which require a use permit be obtained for the operation of specified uses. Use permits may require compliance with certain conditions of approval prior to the issuance of a permit to operate or building permit. The Planning Commission is authorized to approve and deny any requests.

**D. *Variances***

The California Government Code allows for the adoption of regulations which permit the Planning Commission to grant a variance from the required development standards contained in a Zoning Ordinance when practical difficulties, unnecessary hardships or results inconsistent with the general purpose of this Title result through the strict and literal interpretation and enforcement of the provisions of this Title. The Planning Commission is authorized to approve or deny any requests.

**E. *Administrative Permits***

The California Government Code allows jurisdictions to require a non discretionary permit for the establishment of a large family day care home on lots zoned for single-family dwellings. The purpose of the permit can be granted by the designated City official provided the proposed use complies with all adopted local ordinances. The Director of Planning and Community Development is authorized to approve any requests consistent with existing City ordinances and policies.

**F. *Permitted Uses***

The California Government Code allows for the regulation of land uses and buildings. The land uses identified as Permitted Uses are allowed by right, subject only to their compliance with existing City regulations. The

Director of Planning and Community Development is authorized to approve or deny any projects consistent with existing City ordinances and policies.

**G. *Temporary Outdoor Uses***

The California Government Code allows for the regulation of land uses and buildings. Temporary outdoor uses are allowed subject to their appropriateness, the availability of land, and their compliance with existing City regulations. The Director of Planning and Community Development is authorized to approve, conditionally approve, or deny any requests.

**H. *Administrative Determinations***

When a use is not listed specifically as either a permitted use or conditionally permitted use under a particular Zoning district or category, the Director of Planning and Community Development shall have the authority to determine whether the use is sufficiently similar to other uses in the particular zone to justify a finding that it should be deemed either a permitted use or conditionally permitted use. The Director of Planning and Community Development is authorized to approve or disapprove any requests consistent with the provisions of this Chapter.

**I. *Minor Adjustments***

When the strict application of the provisions of this Title would be impractical or result in a hardship, a minor adjustment may be authorized by the Director of Planning and Community Development subject to the limitations listed below. Should a request for a minor adjustment be beyond the limitations listed below or considered either too controversial or significant to surrounding property owners or residents, the Director may, at his/her discretion, require the formal filling of a variance request. The Director of Planning and Community Development is authorized to approve or deny the following minor adjustments to the standards contained in the Development Code:

1. **Setbacks/Landscaping:** Reduce required setback or landscape areas up to 25 percent.
2. **Parking:** Reduce required parking up to 25 percent.
3. **Height/Coverage:** Increase the allowable structure height or lot coverage up to 25 percent.
4. **Walls/Fences:** Increase the height of walls or fences up to 25 percent.
5. **Freestanding Signs:** Increase the height of freestanding

signs up to 25 percent.

**J. *Development Plan Review***

The *California Government Code* allows for adoption of regulations for the review of Development Projects. Development Plans may require compliance with certain conditions of approval prior to issuance of a permit to operate or a building permit. The Director of Planning and Community Development, the Planning Commission, or City Council, as specified in Section 19.54.030, is authorized to approve, conditionally approve, or deny any requests.

**K. *Letter of Public Convenience or Necessity***

The *California Business and Professions Code* provides for City review of alcoholic beverage control licenses where there is an “undue concentration” and a determination that the public convenience or necessity would be served by the issuance of a license. The Planning Commission is authorized to approve or deny any requests for determination of public convenience or necessity.

(Ord. 1103, 6/02)

19.54.30 REVIEW AUTHORITY AND PROCESSING PROCEDURES

**A. *Processing Review and Authority***

1. Review and Approval Authority

All actions covered by this Chapter shall be processed in the manner prescribed below. The following matrix outlines the actions, review authority, and approval authority for each type of application:

<b>TYPE OF ACTION</b>	<b>TYPE OF APPLICATION</b>	<b>REVIEW AUTHORITY</b>	<b>APPROVAL AUTHORITY</b>
Discretionary	<ul style="list-style-type: none"> <li>• Administrative Determinations</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> </ul>	<ul style="list-style-type: none"> <li>• Director of Planning &amp; Community Development</li> </ul>
	<ul style="list-style-type: none"> <li>• Administrative Development Plan Review (More than 4 Single-Family, less than 4 Multi-Family, New Non-Residential less than 2,500 square feet, and conversion of residential structure to non-residential use)</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> </ul>	<ul style="list-style-type: none"> <li>• Director of Planning &amp; Community Development</li> </ul>
	<ul style="list-style-type: none"> <li>• Agricultural Preserve Applications</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> <li>• Planning Commission</li> </ul>	<ul style="list-style-type: none"> <li>• City Council</li> </ul>
	<ul style="list-style-type: none"> <li>• Annexations</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> <li>• Planning Commission</li> </ul>	<ul style="list-style-type: none"> <li>• City Council</li> </ul>
	<ul style="list-style-type: none"> <li>• Development Agreement</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> <li>• Planning Commission</li> </ul>	<ul style="list-style-type: none"> <li>• City Council</li> </ul>
	<ul style="list-style-type: none"> <li>• Development Plan Review-</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> </ul>	<ul style="list-style-type: none"> <li>• Planning Commission</li> </ul>



TYPE OF APPLICATION	REVIEW AUTHORITY	APPROVAL AUTHORITY
<ul style="list-style-type: none"> <li>• General Plan Amendments</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> <li>• Planning Commission</li> </ul>	<ul style="list-style-type: none"> <li>• City Council</li> </ul>
<ul style="list-style-type: none"> <li>• Major Modifications</li> </ul>	<ul style="list-style-type: none"> <li>• Same Authorities as for new application</li> </ul>	<ul style="list-style-type: none"> <li>• Same Authority as for new application</li> </ul>
<ul style="list-style-type: none"> <li>• Minor Modifications</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> </ul>	<ul style="list-style-type: none"> <li>• Director of Planning &amp; Community Development</li> </ul>
<ul style="list-style-type: none"> <li>• Minor Adjustments</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> </ul>	<ul style="list-style-type: none"> <li>• Director of Planning &amp; Community Development</li> </ul>
<ul style="list-style-type: none"> <li>• Minor Development Plan Review</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> </ul>	<ul style="list-style-type: none"> <li>• Director of Planning &amp; Community Development</li> </ul>
<ul style="list-style-type: none"> <li>• Reversions to Acreage</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> </ul>	<ul style="list-style-type: none"> <li>• City Council</li> </ul>
<ul style="list-style-type: none"> <li>• Surface Mining Permits</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> <li>• Planning Commission</li> </ul>	<ul style="list-style-type: none"> <li>• City Council</li> </ul>
<ul style="list-style-type: none"> <li>• Sign Programs</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> </ul>	<ul style="list-style-type: none"> <li>• Director of Planning &amp; Community Development</li> </ul>
<ul style="list-style-type: none"> <li>• Specific Plans</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> <li>• Planning Commission</li> </ul>	<ul style="list-style-type: none"> <li>• City Council</li> </ul>

	<b>TYPE OF APPLICATION</b>	<b>REVIEW AUTHORITY</b>	<b>APPROVAL AUTHORITY</b>
	<ul style="list-style-type: none"> <li>• Street Naming</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> </ul>	<ul style="list-style-type: none"> <li>• Planning Commission</li> </ul>
	<ul style="list-style-type: none"> <li>• Temporary Use Permits</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> </ul>	<ul style="list-style-type: none"> <li>• Director of Planning &amp; Community Development</li> </ul>
	<ul style="list-style-type: none"> <li>• Tentative Parcel Maps</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> </ul>	<ul style="list-style-type: none"> <li>• Planning Commission</li> </ul>
	<ul style="list-style-type: none"> <li>• Variances</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> </ul>	<ul style="list-style-type: none"> <li>• Planning Commission</li> </ul>
	<ul style="list-style-type: none"> <li>• Zone Changes</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> <li>• Planning Commission</li> </ul>	<ul style="list-style-type: none"> <li>• City Council</li> </ul>
	<ul style="list-style-type: none"> <li>• Zoning Text (Ordinance) Amendments</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> <li>• Planning Commission</li> </ul>	<ul style="list-style-type: none"> <li>• City Council</li> </ul>
Non-Discretionary	<ul style="list-style-type: none"> <li>• Permitted Uses</li> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>• City Staff</li> <li>• Other Responsible Agencies</li> </ul>	Director of Planning and Community Development

2. Referral to Next Higher Authority

The Director of Planning and Community Development may refer an application to the next higher authority due to special issues, impacts related to the project, or controversy.

3. Multiple and Concurrent Applications

When multiple applications related to a project are concurrently processed and that project also contains an application which requires review and determination by a higher authority, then all these applications, with the exception of sign permits, shall be reviewed and referred to the higher authority for determination.

The final environmental determination and decision on all of the concurrent applications related to a project shall be made by the highest level of Approval Authority for any of the applications. For example the City Council shall review and determine the final action for all applications concurrently processed with a General Plan Amendment or Zone Change.

4. Modifications

Major Modifications to approved projects shall be reviewed and a determination shall be made by the same authority as required for initial approval. Minor Modifications shall be reviewed and a determination shall be made by the Director of Planning and Community Development. The Director of Planning and Community Development shall be responsible for determining whether or not a proposed modification is deemed significant depending on the circumstances involved and should be considered a Major Modification or Minor Modification. The approval of Major or Minor Modifications to approved projects shall not extend the expiration date of the original project approvals, unless specified in the conditions of approval of said modification.

5. Violation of Conditions

Whenever a permit is conditionally approved or modified by the approving authority, the use or enjoyment of the permit approval without observance or in violation of any such conditions shall constitute a violation of the Code. Violations may be enforced in accordance with the processes and procedures for violations of the Code, or may constitute grounds for the permit to be revoked or suspended as provided in this Code

***B. Processing Procedures***

1. All development applications are subject to City review, except as exempted in Section 19.50.030.

2. Abandonment of Applications

a. An application for permits or approvals as specified in this Chapter shall be deemed to have been abandoned when information and/or fees have been requested in writing to complete or continue application processing and the requested information and/or fees have not been received by the Planning Division within ninety (90) days of the request.

- b. The applicant may provide a written request for extension, which must be supported by a written explanation of the delay, stating the date by which the further application material and or fees will be submitted. If the Director finds that special circumstances exist and that unusual hardship to the applicant would result from deeming the application abandoned, the Director may extend the period during which the required material must be submitted. If the required material has not been submitted by the new date and if the Director has not further extended the allowable period, the application shall be deemed abandoned without further notification.

3. Final Effective Date of Approvals

The final effective date of any approval shall be the first business day after all applicable appeals periods have lapsed, or the final action has occurred on any appeal. Permits shall not be issued and land uses or construction shall not commence for any use or structure involved in any application required by this Code until the final effective date of the required approvals.

(Ord. 1103 6/02)

19.54.40 FINDINGS OF APPROVAL FOR DISCRETIONARY APPLICATIONS

**A. Zone Change**

The purpose of a zone change is to ensure the City can modify land use requirements to reflect the changing needs of the area and ensure compatibility with the City's General Plan. Prior to granting approval of a zone change application the following findings shall be adopted:

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

**B. Specific Plans**

The purpose of a Specific Plan is to allow the City to prepare unique policies and development standards which respond to the specific needs of individual projects. Prior to granting approval of a Specific Plan application the following findings shall be adopted:

1. The Specific Plan is consistent with the General Plan Land Use Map and applicable General Plan objectives, policies, and programs.
2. The Specific Plan provides adequate text and diagrams to adequately address the following issues in detail:
  1. The distribution, location, and extent of the uses of land, including open space, within the area covered by the Plan.
  2. The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the Plan and needed to support the land uses described in the Plan.
  3. Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.
  4. A program of implementation measures including regulation, programs, public works projects, and financing measures necessary to carry out the provisions contained in paragraphs a, b, and c above.

**C. *Conditional Use Permits***

The purpose of a conditional use permit is to: Assure compatibility of the proposed use with other existing and potential uses within the general area; assure the proposed use is consistent and compatible with the purpose of the zone in which it is located; and, recognize and compensate for potential impacts that could be generated by the proposed use, such as noise, smoke, dust, fumes, vibration, odors, and hazards. Prior to granting approval of a conditional use permit the following findings shall be adopted:

1. The proposed location of the conditional use is in accord with the objectives of this Title and the purposes of the zone in which the site is located.
2. The proposed plan is consistent with the City's General Plan and conforms to all Specific Plans, zoning standards, applicable subdivision requirements, and other ordinances and resolutions of the City.
3. The proposed location of the conditional use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.
4. The architecture proposed is compatible with community standards and protects the character of adjacent development.
5. The landscaping plan ensures visual relief and provides an attractive environment for the public's enjoyment.

**D. Variances**

The purpose of a variance is to allow for deviations from the standards contained in this Title. Variances from the terms of the Development Code 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 Development Code deprives such property of privileges enjoyed by other property in the vicinity and under identical zoning classification. Those standards which are determined administratively or at the discretion of the Planning commission shall not be subject to the variance provisions. A variance shall not be granted for a parcel of property which authorizes a use or activity which is not otherwise expressly authorized by the Development Code governing the property. Prior to granting approval of a variance the following findings shall be adopted:

1. There are unique physical circumstances applicable to the subject land, including size, shape, topography, location or surroundings. If the reviewing body finds that the physical circumstances are similar to other parcels in the zone, such circumstances are not unique and a variance shall not be granted.
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.
3. The granting of the variance and any appropriate conditions of approval shall not constitute a grant of special privileges which other conforming property properties in the vicinity do not enjoy under identical zoning standards.
4. The granting of the variance will not adversely affect the objectives, policies, and programs contained in the City's General Plan.

**E. Major Modifications to Specific Plans, Conditional Use Permits, Development Plan Reviews, and Variances**

Modifications to approved plan can occur due to changes necessitated by other agencies or the desire to refine the plan to meet changing economic or social needs. Major modifications involve significant design changes which could, for example, modify the original character of the development, building, or use, such as an increase in residential densities, diminishment of open space areas, reorientation of building or entrance areas. A minor revision would not violate the intent of any of the standards or conditions or the permit or the zone. The Director of Planning and Community Development will be responsible for

determining whether or not a proposed modification is deemed significant, depending on the circumstances involved.

***F. Development Plan Reviews***

The purpose of the Development Plan Review is to protect the health, safety, and welfare of the citizens of the City; to ensure that all development proposed within the City is consistent with the City's General Plan, Zoning, any applicable Specific Plan, and City requirements to protect and enhance the built and natural environment of the City, identifying and mitigating potential impacts that could be generated by the proposed use, such as traffic, noise, smoke, dust, fumes, vibration, odors, other hazards, or community impacts. The City's review process it shall include the evaluation of certain development impacts and standards, including, but not limited to the following:

1. The proposed development is consistent with the allowed Zoning restrictions, in addition to drainage, waste disposal, street dedication, fire safety, and other appropriate regulations.
2. The following are constructed and arranged so that traffic congestion is avoided, pedestrian and vehicular safety and welfare are protected, and there will be no adverse effect on surrounding property:
  - a. Buildings, structures, and improvements
  - b. Parking, vehicular ingress/egress and internal circulation
  - c. Setbacks
  - d. Height of buildings
  - e. Service areas
  - f. Walls and fences
  - g. Landscaping
  - h. Architectural compatibility with zoning standards, applicable Specific Plans, and surrounding development
3. All utility facilities are underground, unless otherwise authorized by Perris Municipal Code Chapter 13.04.
4. Proposed lighting is located so as to reflect the light away from adjoining properties
5. Proposed signs will not, by size, location, color or lighting, interfere with traffic, limit visibility, contribute to overhead clutter, or create a public nuisance.
6. All applicable public easements and rights-of-way have been dedicated or offered for dedication.
7. All required infrastructure and improvements are included within the proposed development or the conditions of approval.

Prior to granting approval of a Development Plan Review the following findings shall be adopted:

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

**G. *Administrative Determinations***

The purpose of an administrative determination is to provide a process whereby uses can be administratively added to a particular zone or zones without processing a formal amendment to the Zoning Ordinance. Prior to granting approval or an administrative determination the following findings shall be adopted:

1. The proposed use is consistent with the purpose of the Zoning Ordinance and the particular zone or zones in which it is to be added.
2. The proposed use and its operation are compatible with the uses allowed in the zone.
3. The proposed use is similar to one or more uses in the zone or zones it is to be added.

**H. *Minor Adjustments***

The purpose of a minor adjustment is to administratively approve deviations from Development Code standards when the changes are deemed to be minor and will not adversely affect the public health or the safety of adjoining properties. Prior to granting approval of a minor adjustment the following findings shall be adopted:

1. The proposed adjustment does not adversely affect the adjoining property owners or uses.
2. The proposed adjustment is necessary for the effective operation of the use or associated facilities.



3. The necessity for the adjustment is adequately justified, including through the use of special studies.

***I. Letter of Public Convenience or Necessity***

The purpose of the Letter of Public Convenience or Necessity is to allow the City to consider requests for issuance alcoholic beverage control permits in areas “undue concentration” and make a determination that the public convenience and necessity would be served by the issuance of a permit. In order for the City to grant such a request the Director of Planning and Community Development shall consider the applicant’s request, consult with the City’s Police Chief and City Attorney as necessary, review and recommend a course of action to the Planning Commission. The Planning Commission must consider the matter and determine whether the public convenience and necessity would be served by the issuance of a permit. Prior to granting approval of a Letter of Public Convenience or Necessity the following findings shall be adopted:

1. Applicant has submitted a written request for a letter of public convenience and necessity to the City, indicting the reasons for request.
2. The census tract within the project site is located is determined to have an “undue concentration” of alcoholic beverage licenses.
3. Applicant has submitted a request for a particular type of alcoholic beverage license, license upgrade, or premises-to-premises transfer.
4. License applicant has a valid City issued permit for the associated use, which caters to the needs of the community, by providing public convenience or necessity.
5. The issuance of a particular type of alcoholic beverage license, license upgrade, or premises-to-premises transfer will continue to provide for public convenience and necessity.

***J. Temporary Use Permits***

Temporary outdoor events are those uses which shall be allowed provided they comply with existing City ordinances and policies. The actions undertaken by the City in the review and approval of these uses is to ensure each proposed use meets the City's existing regulation and that the applicant is appraised of these requirements. To accomplish this the City will distribute each proposed project, either formally or informally, to affected departments or agencies to obtain their comments and conditions. Upon completion of the City's review a letter shall be issued to the applicant stipulating the requirements/actions that must be taken to comply with existing City requirements. The letter shall attempt to be as comprehensive as possible in an effort to provide the applicant with the greatest amount of information to enable the proper development of the proposed project. The City will not be responsible for enforcing the

requirements noted by other agencies. As part of the City's review process it shall evaluate factors including but not limited to the following:

1. Compliance with Fire Department and other life safety criteria.
2. Compliance with Building Department criteria.
3. Adequate traffic circulation, ingress/egress and off-site parking.
4. Adequate restroom facilities.
5. Trash collection and disposal
6. Adequate insurance
7. Adequate security
8. Compliance with City sign regulations in Chapter 19.75

(Ord. 1103 6/02)

## 19.54.50 FINDINGS OF APPROVAL FOR NON-DISCRETIONARY APPLICATIONS

### A. *Permitted Uses*

Permitted uses are those uses which shall be allowed provided they comply with existing City ordinances and policies. However, land uses proposed to occupy a lot containing an abandoned building or structure, shall be subject Development Plan Review and to the applicable review and approving authorities as specified in Chapter 19.50 (Development Plan Requirements) and Section 19.54.030 (Authority and Review Procedures). The actions undertaken by the City in the review and approval of these uses is to ensure each proposed use meets the City's existing regulations and that the applicant is appraised of these requirements. To accomplish this the City will distribute each proposed project, either formally or informally, to affected departments or agencies to obtain their comments and conditions. Upon completion of the City's review a letter shall be issued to the applicant stipulating the requirements/actions that must be taken to comply with existing City requirements. The letter shall attempt to be as comprehensive as possible in an effort to provide the applicant with the greatest amount of information to enable the proper development of the proposed project. The City will not be responsible for enforcing the requirements noted by other agencies. As part of the City's review process it shall evaluate factors including but not limited to the following:

1. The proposed use and structure consistent with the allowed Zoning restrictions, in addition to drainage, waste disposal, street dedication, fire safety, and other appropriate regulations.
2. The following are so arranged that traffic congestion is avoided and pedestrian and vehicular safety and welfare are protected, so that there will be no adverse effect on surrounding property:
  - a. Buildings, structures, and improvements
  - b. Parking, vehicular ingress/egress and internal circulation

- c. Setbacks
  - d. Height of buildings
  - e. Service areas
  - f. Walls and fences
  - g. Landscaping
  - h. Architectural compatibility with zoning standards, applicable Specific Plans, and surrounding development
3. All utility facilities are underground, unless otherwise authorized by Perris Municipal Code Chapter 13.04.
  4. Proposed lighting is so located as to reflect the light away from adjoining properties
  5. Proposed signs will not, by size, location, color or lighting, interfere with traffic or limit visibility.
  6. All applicable public easements and rights-of-way have been dedicated or offered for dedication.

(Ord. 1103 6/02)

**PLANNING COMMISSION  
AGENDA SUBMITTAL**

**February 3, 2016**

**SUBJECT:** **Ordinance Amendment 16-05010** – To amend the Zoning Code Chapters 19.62 “Variances” and Chapter 19.54 “Authority and Review Procedures” to clarify inconsistencies related to variance procedures and approving authority in the City of Perris.

**REQUESTED ACTION:** **Adopt Resolution No. 16-03 recommending approval of Ordinance Amendment 16-05010 to the City Council**, based on the findings contained in the Resolution and attached exhibits.

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

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The purpose of this amendment is to provide consistency between two chapters in the Zoning Code regarding approval authority of a variance. The Planning Commission was created by the City Council in 2001 and, subsequently, Ordinance 1097 was adopted to establish the duties of the Planning Commission. Chapter 19.54 of the Zoning Code “Authority and Review Procedures” was amended to give the Planning Commission approval authority in land use planning processes and regulation, which included variances. However, Chapter 19.62 which establishes procedures for a variance was never updated to reflect the transfer in approving authority from the City Council to the Planning Commission. Currently, Chapter 19.62 states that the City Council shall initiate proceedings for consideration of a variance, thereby making the City Council the approving authority over variances. As a result, a variance requires City Council approval, which makes the process more cumbersome for a land use matter typically handled by a Planning Commission. Furthermore, at the 2014 Planning Commission strategic planning meeting, one of the objectives was to streamline the variance process. This ordinance amendment would meet this objective.

Ordinance Amendment 16-05010 amends Zoning Code Chapter 19.62 and Chapter 19.54 to insure clarity and consistency in variance procedures in the City of Perris. This amendment clarifies that the Planning Commission shall initiate proceedings for consideration of a variance and that the Planning Commission shall have review and approval authority for variances in the City of Perris. Staff requests that the Planning Commission recommend to the City Council approval of the proposed Ordinance Amendment.

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**BUDGET (or FISCAL) IMPACT:** The cost for staff preparation of this item is included in the existing 2015-2016 General Fund.

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**Prepared by:** Brian Mihu, Development Services Assistant

**Public Hearing:** February 3, 2016

**Exhibits:** A – Zoning Code Chapter 19.54 “Authority and Review Procedures”  
B – Zoning Code Chapter 19.62 “Variances”  
C – Ordinance Number 1097  
D – Resolution No. 16-03

CHAPTER 19.54

AUTHORITY AND REVIEW PROCEDURES

Sections:

- 19.54.010 PURPOSE
- 19.54.020 AUTHORITY
- 19.54.030 REVIEW AUTHORITY AND PROCESSING PROCEDURES
- 19.54.040 FINDINGS OF APPROVAL FOR DISCRETIONARY APPLICATIONS
- 19.54.050 FINDINGS OF APPROVAL FOR NON-DISCRETIONARY APPLICATIONS
- 19.54.060

19.54.010 PURPOSE

The purpose of this Chapter is to establish the authority to adopt and procedures to evaluate the following applications and actions:

- Zone Changes
- Zoning Ordinance Amendments
- Specific Plans
- Conditional Use Permits
- Variances
- Administrative Permits
- Permitted Uses
- Temporary Outdoor Uses
- Modifications to Specific Plans, Conditional Use Permits, and Variances
- Administrative Determination
- Minor Adjustments
- Development Plan Review
- Letters of Public Convenience or Necessity  
(Ord. 1103, 6/02)

19.54.20 AUTHORITY

The authority for each type of application identified in Section 19.54.010 PURPOSE, is as follows:

**A. *Zone Changes and Zoning Ordinance Amendments***

The California Government Code allows jurisdictions to adopt and amend criteria which regulate the use of property located within specified districts or categories. Such changes or amendments shall be undertaken consistent with State law and local procedures. The Planning Commission is authorized to review and recommend either approval or denial to the City Council. The City Council is authorized to approve or disapprove any proposed requests.

**B. *Specific Plans***

The *California Government Code* allows local jurisdictions to adopt and amend Specific Plans to implement a City's General Plan, provided it is prepared pursuant to Section 65450 of the *California Government Code*. Specific Plans may be prepared for single or multiple uses including but not limited to residential, commercial, industrial, or recreational activities. Such changes or amendments shall be undertaken consistent with State law and local procedures. The Planning Commission is authorized to review and recommend either approval or denial to the City Council. The City Council is authorized to approve or disapprove any requests.

**C. *Conditional Use Permits***

The *California Government Code* allows for the adoption of regulations which require a use permit be obtained for the operation of specified uses. Use permits may require compliance with certain conditions of approval prior to the issuance of a permit to operate or building permit. The Planning Commission is authorized to approve and deny any requests.

**D. *Variances***

The California Government Code allows for the adoption of regulations which permit the ~~City Council~~ Planning Commission to grant a variance from the required development standards contained in a Zoning Ordinance when practical difficulties, unnecessary hardships or results inconsistent with the general purpose of this Title result through the strict and literal interpretation and enforcement of the provisions of this Title. The Planning Commission is authorized to approve or deny any requests.

**E. *Administrative Permits***

The California Government Code allows jurisdictions to require a non discretionary permit for the establishment of a large family day care home on lots zoned for single-family dwellings. The purpose of the permit can be granted by the designated City official provided the proposed use complies with all adopted local ordinances. The Director of Planning and Community Development is authorized to approve any requests consistent with existing City ordinances and policies.

**F. *Permitted Uses***

The California Government Code allows for the regulation of land uses and buildings. The land uses identified as Permitted Uses are allowed by right, subject only to their compliance with existing City regulations. The

Director of Planning and Community Development is authorized to approve or deny any projects consistent with existing City ordinances and policies.

**G. *Temporary Outdoor Uses***

The California Government Code allows for the regulation of land uses and buildings. Temporary outdoor uses are allowed subject to their appropriateness, the availability of land, and their compliance with existing City regulations. The Director of Planning and Community Development is authorized to approve, conditionally approve, or deny any requests.

**H. *Administrative Determinations***

When a use is not listed specifically as either a permitted use or conditionally permitted use under a particular Zoning district or category, the Director of Planning and Community Development shall have the authority to determine whether the use is sufficiently similar to other uses in the particular zone to justify a finding that it should be deemed either a permitted use or conditionally permitted use. The Director of Planning and Community Development is authorized to approve or disapprove any requests consistent with the provisions of this Chapter.

**I. *Minor Adjustments***

When the strict application of the provisions of this Title would be impractical or result in a hardship, a minor adjustment may be authorized by the Director of Planning and Community Development subject to the limitations listed below. Should a request for a minor adjustment be beyond the limitations listed below or considered either too controversial or significant to surrounding property owners or residents, the Director may, at his/her discretion, require the formal filling of a variance request. The Director of Planning and Community Development is authorized to approve or deny the following minor adjustments to the standards contained in the Development Code:

1. Setbacks/Landscaping: Reduce required setback or landscape areas up to 25 percent.
2. Parking: Reduce required parking up to 25 percent.
3. Height/Coverage: Increase the allowable structure height or lot coverage up to 25 percent.
4. Walls/Fences: Increase the height of walls or fences up to 25 percent.
5. Freestanding Signs: Increase the height of freestanding

signs up to 25 percent.

**J. *Development Plan Review***

The *California Government Code* allows for adoption of regulations for the review of Development Projects. Development Plans may require compliance with certain conditions of approval prior to issuance of a permit to operate or a building permit. The Director of Planning and Community Development, the Planning Commission, or City Council, as specified in Section 19.54.030, is authorized to approve, conditionally approve, or deny any requests.

**K. *Letter of Public Convenience or Necessity***

The *California Business and Professions Code* provides for City review of alcoholic beverage control licenses where there is an “undue concentration” and a determination that the public convenience or necessity would be served by the issuance of a license. The Planning Commission is authorized to approve or deny any requests for determination of public convenience or necessity.

(Ord. 1103, 6/02)

19.54.30 REVIEW AUTHORITY AND PROCESSING PROCEDURES

**A. *Processing Review and Authority***

1. Review and Approval Authority

All actions covered by this Chapter shall be processed in the manner prescribed below. The following matrix outlines the actions, review authority, and approval authority for each type of application:



<b>TYPE OF ACTION</b>	<b>TYPE OF APPLICATION</b>	<b>REVIEW AUTHORITY</b>	<b>APPROVAL AUTHORITY</b>
Discretionary	<ul style="list-style-type: none"> <li>• Administrative Determinations</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> </ul>	<ul style="list-style-type: none"> <li>• Director of Planning &amp; Community Development</li> </ul>
	<ul style="list-style-type: none"> <li>• Administrative Development Plan Review (More than 4 Single-Family, less than 4 Multi-Family, New Non-Residential less than 2,500 square feet, and conversion of residential structure to non-residential use)</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> </ul>	<ul style="list-style-type: none"> <li>• Director of Planning &amp; Community Development</li> </ul>
	<ul style="list-style-type: none"> <li>• Agricultural Preserve Applications</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> <li>• Planning Commission</li> </ul>	<ul style="list-style-type: none"> <li>• City Council</li> </ul>
	<ul style="list-style-type: none"> <li>• Annexations</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> <li>• Planning Commission</li> </ul>	<ul style="list-style-type: none"> <li>• City Council</li> </ul>
	<ul style="list-style-type: none"> <li>• Development Agreement</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> <li>• Planning Commission</li> </ul>	<ul style="list-style-type: none"> <li>• City Council</li> </ul>
	<ul style="list-style-type: none"> <li>• Development Plan Review-</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> </ul>	<ul style="list-style-type: none"> <li>• Planning Commission</li> </ul>

	<b>TYPE OF APPLICATION</b>	<b>REVIEW AUTHORITY</b>	<b>APPROVAL AUTHORITY</b>
	<ul style="list-style-type: none"> <li>• General Plan Amendments</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> <li>• Planning Commission</li> </ul>	<ul style="list-style-type: none"> <li>• City Council</li> </ul>
	<ul style="list-style-type: none"> <li>• Major Modifications</li> </ul>	<ul style="list-style-type: none"> <li>• Same Authorities as for new application</li> </ul>	<ul style="list-style-type: none"> <li>• Same Authority as for new application</li> </ul>
	<ul style="list-style-type: none"> <li>• Minor Modifications</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> </ul>	<ul style="list-style-type: none"> <li>• Director of Planning &amp; Community Development</li> </ul>
	<ul style="list-style-type: none"> <li>• Minor Adjustments</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> </ul>	<ul style="list-style-type: none"> <li>• Director of Planning &amp; Community Development</li> </ul>
	<ul style="list-style-type: none"> <li>• Minor Development Plan Review</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> </ul>	<ul style="list-style-type: none"> <li>• Director of Planning &amp; Community Development</li> </ul>
	<ul style="list-style-type: none"> <li>• Reversions to Acreage</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> </ul>	<ul style="list-style-type: none"> <li>• City Council</li> </ul>
	<ul style="list-style-type: none"> <li>• Surface Mining Permits</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> <li>• Planning Commission</li> </ul>	<ul style="list-style-type: none"> <li>• City Council</li> </ul>
	<ul style="list-style-type: none"> <li>• Sign Programs</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> </ul>	<ul style="list-style-type: none"> <li>• Director of Planning &amp; Community Development</li> </ul>
	<ul style="list-style-type: none"> <li>• Specific Plans</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> <li>• Planning Commission</li> </ul>	<ul style="list-style-type: none"> <li>• City Council</li> </ul>

	<b>TYPE OF APPLICATION</b>	<b>REVIEW AUTHORITY</b>	<b>APPROVAL AUTHORITY</b>
	<ul style="list-style-type: none"> <li>• Street Naming</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> </ul>	<ul style="list-style-type: none"> <li>• Planning Commission</li> </ul>
	<ul style="list-style-type: none"> <li>• Temporary Use Permits</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> </ul>	<ul style="list-style-type: none"> <li>• Director of Planning &amp; Community Development</li> </ul>
	<ul style="list-style-type: none"> <li>• Tentative Parcel Maps</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> </ul>	<ul style="list-style-type: none"> <li>• Planning Commission</li> </ul>
	<ul style="list-style-type: none"> <li>• Variances</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> </ul>	<ul style="list-style-type: none"> <li>• Planning Commission</li> </ul>
	<ul style="list-style-type: none"> <li>• Zone Changes</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> <li>• Planning Commission</li> </ul>	<ul style="list-style-type: none"> <li>• City Council</li> </ul>
	<ul style="list-style-type: none"> <li>• Zoning Text (Ordinance) Amendments</li> </ul>	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Responsible Agencies</li> <li>• Planning Commission</li> </ul>	<ul style="list-style-type: none"> <li>• City Council</li> </ul>
Non-Discretionary	<ul style="list-style-type: none"> <li>• Permitted Uses</li> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>• City Staff</li> <li>• Other Responsible Agencies</li> </ul>	Director of Planning and Community Development

2. Referral to Next Higher Authority

The Director of Planning and Community Development may refer an application to the next higher authority due to special issues, impacts related to the project, or controversy.

3. Multiple and Concurrent Applications

When multiple applications related to a project are concurrently processed and that project also contains an application which requires review and determination by a higher authority, then all these applications, with the exception of sign permits, shall be reviewed and referred to the higher authority for determination.

The final environmental determination and decision on all of the concurrent applications related to a project shall be made by the highest level of Approval Authority for any of the applications. For example the City Council shall review and determine the final action for all applications concurrently processed with a General Plan Amendment or Zone Change.

4. **Modifications**

Major Modifications to approved projects shall be reviewed and a determination shall be made by the same authority as required for initial approval. Minor Modifications shall be reviewed and a determination shall be made by the Director of Planning and Community Development. The Director of Planning and Community Development shall be responsible for determining whether or not a proposed modification is deemed significant depending on the circumstances involved and should be considered a Major Modification or Minor Modification. The approval of Major or Minor Modifications to approved projects shall not extend the expiration date of the original project approvals, unless specified in the conditions of approval of said modification.

5. **Violation of Conditions**

Whenever a permit is conditionally approved or modified by the approving authority, the use or enjoyment of the permit approval without observance or in violation of any such conditions shall constitute a violation of the Code. Violations may be enforced in accordance with the processes and procedures for violations of the Code, or may constitute grounds for the permit to be revoked or suspended as provided in this Code

***B. Processing Procedures***

1. All development applications are subject to City review, except as exempted in Section 19.50.030.

2. **Abandonment of Applications**

a. An application for permits or approvals as specified in this Chapter shall be deemed to have been abandoned when information and/or fees have been requested in writing to complete or continue application processing and the requested information and/or fees have not been received by the Planning Division within ninety (90) days of the request.

- b. The applicant may provide a written request for extension, which must be supported by a written explanation of the delay, stating the date by which the further application material and or fees will be submitted. If the Director finds that special circumstances exist and that unusual hardship to the applicant would result from deeming the application abandoned, the Director may extend the period during which the required material must be submitted. If the required material has not been submitted by the new date and if the Director has not further extended the allowable period, the application shall be deemed abandoned without further notification.

3. Final Effective Date of Approvals

The final effective date of any approval shall be the first business day after all applicable appeals periods have lapsed, or the final action has occurred on any appeal. Permits shall not be issued and land uses or construction shall not commence for any use or structure involved in any application required by this Code until the final effective date of the required approvals.

(Ord. 1103 6/02)

19.54.40 FINDINGS OF APPROVAL FOR DISCRETIONARY APPLICATIONS

**A. Zone Change**

The purpose of a zone change is to ensure the City can modify land use requirements to reflect the changing needs of the area and ensure compatibility with the City's General Plan. Prior to granting approval of a zone change application the following findings shall be adopted:

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

**B. Specific Plans**

The purpose of a Specific Plan is to allow the City to prepare unique policies and development standards which respond to the specific needs of individual projects. Prior to granting approval of a Specific Plan application the following findings shall be adopted:

1. The Specific Plan is consistent with the General Plan Land Use Map and applicable General Plan objectives, policies, and programs.
2. The Specific Plan provides adequate text and diagrams to adequately address the following issues in detail:
  1. The distribution, location, and extent of the uses of land, including open space, within the area covered by the Plan.
  2. The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the Plan and needed to support the land uses described in the Plan.
  3. Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.
  4. A program of implementation measures including regulation, programs, public works projects, and financing measures necessary to carry out the provisions contained in paragraphs a, b, and c above.

**C. *Conditional Use Permits***

The purpose of a conditional use permit is to: Assure compatibility of the proposed use with other existing and potential uses within the general area; assure the proposed use is consistent and compatible with the purpose of the zone in which it is located; and, recognize and compensate for potential impacts that could be generated by the proposed use, such as noise, smoke, dust, fumes, vibration, odors, and hazards. Prior to granting approval of a conditional use permit the following findings shall be adopted:

1. The proposed location of the conditional use is in accord with the objectives of this Title and the purposes of the zone in which the site is located.
2. The proposed plan is consistent with the City's General Plan and conforms to all Specific Plans, zoning standards, applicable subdivision requirements, and other ordinances and resolutions of the City.
3. The proposed location of the conditional use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.
4. The architecture proposed is compatible with community standards and protects the character of adjacent development.
5. The landscaping plan ensures visual relief and provides an attractive environment for the public's enjoyment.

#### **D. Variances**

The purpose of a variance is to allow for deviations from the standards contained in this Title. Variances from the terms of the Development Code 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 Development Code deprives such property of privileges enjoyed by other property in the vicinity and under identical zoning classification. Those standards which are determined administratively or at the discretion of the ~~City Council~~ Planning Commission shall not be subject to the variance ~~proves~~ Provisions. A variance shall not be granted for a parcel of property which authorizes a use or activity which is not otherwise expressly authorized by the Development Code governing the property. Prior to granting approval of a variance the following findings shall be adopted:

1. There are unique physical circumstances applicable to the subject land, including size, shape, topography, location or surroundings. If the reviewing body finds that the physical circumstances are similar to other parcels in the zone, such circumstances are not unique and a variance shall not be granted.
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.
3. The granting of the variance and any appropriate conditions of approval shall not constitute a grant of special privileges which other conforming property properties in the vicinity do not enjoy under identical zoning standards.
4. The granting of the variance will not adversely affect the objectives, policies, and programs contained in the City's General Plan.

#### **E. Major Modifications to Specific Plans, Conditional Use Permits, Development Plan Reviews, and Variances**

Modifications to approved plan can occur due to changes necessitated by other agencies or the desire to refine the plan to meet changing economic or social needs. Major modifications involve significant design changes which could, for example, modify the original character of the development, building, or use, such as an increase in residential densities, diminishment of open space areas, reorientation of building or entrance areas. A minor revision would not violate the intent of any of the standards or conditions or the permit or the zone. The Director of Planning and Community Development will be responsible for

determining whether or not a proposed modification is deemed significant, depending on the circumstances involved.

***F. Development Plan Reviews***

The purpose of the Development Plan Review is to protect the health, safety, and welfare of the citizens of the City; to ensure that all development proposed within the City is consistent with the City's General Plan, Zoning, any applicable Specific Plan, and City requirements to protect and enhance the built and natural environment of the City, identifying and mitigating potential impacts that could be generated by the proposed use, such as traffic, noise, smoke, dust, fumes, vibration, odors, other hazards, or community impacts. The City's review process it shall include the evaluation of certain development impacts and standards, including, but not limited to the following:

1. The proposed development is consistent with the allowed Zoning restrictions, in addition to drainage, waste disposal, street dedication, fire safety, and other appropriate regulations.
2. The following are constructed and arranged so that traffic congestion is avoided, pedestrian and vehicular safety and welfare are protected, and there will be no adverse effect on surrounding property:
  - a. Buildings, structures, and improvements
  - b. Parking, vehicular ingress/egress and internal circulation
  - c. Setbacks
  - d. Height of buildings
  - e. Service areas
  - f. Walls and fences
  - g. Landscaping
  - h. Architectural compatibility with zoning standards, applicable Specific Plans, and surrounding development
3. All utility facilities are underground, unless otherwise authorized by Perris Municipal Code Chapter 13.04.
4. Proposed lighting is located so as to reflect the light away from adjoining properties
5. Proposed signs will not, by size, location, color or lighting, interfere with traffic, limit visibility, contribute to overhead clutter, or create a public nuisance.
6. All applicable public easements and rights-of-way have been dedicated or offered for dedication.
7. All required infrastructure and improvements are included within the proposed development or the conditions of approval.

Prior to granting approval of a Development Plan Review the following findings shall be adopted:



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

**G. *Administrative Determinations***

The purpose of an administrative determination is to provide a process whereby uses can be administratively added to a particular zone or zones without processing a formal amendment to the Zoning Ordinance. Prior to granting approval or an administrative determination the following findings shall be adopted:

1. The proposed use is consistent with the purpose of the Zoning Ordinance and the particular zone or zones in which it is to be added.
2. The proposed use and its operation are compatible with the uses allowed in the zone.
3. The proposed use is similar to one or more uses in the zone or zones it is to be added.

**H. *Minor Adjustments***

The purpose of a minor adjustment is to administratively approve deviations from Development Code standards when the changes are deemed to be minor and will not adversely affect the public health or the safety of adjoining properties. Prior to granting approval of a minor adjustment the following findings shall be adopted:

1. The proposed adjustment does not adversely affect the adjoining property owners or uses.
2. The proposed adjustment is necessary for the effective operation of the use or associated facilities.

3. The necessity for the adjustment is adequately justified, including through the use of special studies.

***I. Letter of Public Convenience or Necessity***

The purpose of the Letter of Public Convenience or Necessity is to allow the City to consider requests for issuance alcoholic beverage control permits in areas “undue concentration” and make a determination that the public convenience and necessity would be served by the issuance of a permit. In order for the City to grant such a request the Director of Planning and Community Development shall consider the applicant’s request, consult with the City’s Police Chief and City Attorney as necessary, review and recommend a course of action to the Planning Commission. The Planning Commission must consider the matter and determine whether the public convenience and necessity would be served by the issuance of a permit. Prior to granting approval of a Letter of Public Convenience or Necessity the following findings shall be adopted:

1. Applicant has submitted a written request for a letter of public convenience and necessity to the City, indicting the reasons for request.
2. The census tract within the project site is located is determined to have an “undue concentration” of alcoholic beverage licenses.
3. Applicant has submitted a request for a particular type of alcoholic beverage license, license upgrade, or premises-to-premises transfer.
4. License applicant has a valid City issued permit for the associated use, which caters to the needs of the community, by providing public convenience or necessity.
5. The issuance of a particular type of alcoholic beverage license, license upgrade, or premises-to-premises transfer will continue to provide for public convenience and necessity.

***J. Temporary Use Permits***

Temporary outdoor events are those uses which shall be allowed provided they comply with existing City ordinances and policies. The actions undertaken by the City in the review and approval of these uses is to ensure each proposed use meets the City's existing regulation and that the applicant is appraised of these requirements. To accomplish this the City will distribute each proposed project, either formally or informally, to affected departments or agencies to obtain their comments and conditions. Upon completion of the City's review a letter shall be issued to the applicant stipulating the requirements/actions that must be taken to comply with existing City requirements. The letter shall attempt to be as comprehensive as possible in an effort to provide the applicant with the greatest amount of information to enable the proper development of the proposed project. The City will not be responsible for enforcing the

requirements noted by other agencies. As part of the City's review process it shall evaluate factors including but not limited to the following:

1. Compliance with Fire Department and other life safety criteria.
2. Compliance with Building Department criteria.
3. Adequate traffic circulation, ingress/egress and off-site parking.
4. Adequate restroom facilities.
5. Trash collection and disposal
6. Adequate insurance
7. Adequate security
8. Compliance with City sign regulations in Chapter 19.75

(Ord. 1103 6/02)

## 19.54.50 FINDINGS OF APPROVAL FOR NON-DISCRETIONARY APPLICATIONS

### A. *Permitted Uses*

Permitted uses are those uses which shall be allowed provided they comply with existing City ordinances and policies. However, land uses proposed to occupy a lot containing an abandoned building or structure, shall be subject Development Plan Review and to the applicable review and approving authorities as specified in Chapter 19.50 (Development Plan Requirements) and Section 19.54.030 (Authority and Review Procedures). The actions undertaken by the City in the review and approval of these uses is to ensure each proposed use meets the City's existing regulations and that the applicant is apprised of these requirements. To accomplish this the City will distribute each proposed project, either formally or informally, to affected departments or agencies to obtain their comments and conditions. Upon completion of the City's review a letter shall be issued to the applicant stipulating the requirements/actions that must be taken to comply with existing City requirements. The letter shall attempt to be as comprehensive as possible in an effort to provide the applicant with the greatest amount of information to enable the proper development of the proposed project. The City will not be responsible for enforcing the requirements noted by other agencies. As part of the City's review process it shall evaluate factors including but not limited to the following:

1. The proposed use and structure consistent with the allowed Zoning restrictions, in addition to drainage, waste disposal, street dedication, fire safety, and other appropriate regulations.
2. The following are so arranged that traffic congestion is avoided and pedestrian and vehicular safety and welfare are protected, so that there will be no adverse effect on surrounding property:
  - a. Buildings, structures, and improvements
  - b. Parking, vehicular ingress/egress and internal circulation

- c. Setbacks
  - d. Height of buildings
  - e. Service areas
  - f. Walls and fences
  - g. Landscaping
  - h. Architectural compatibility with zoning standards, applicable Specific Plans, and surrounding development
3. All utility facilities are underground, unless otherwise authorized by Perris Municipal Code Chapter 13.04.
  4. Proposed lighting is so located as to reflect the light away from adjoining properties
  5. Proposed signs will not, by size, location, color or lighting, interfere with traffic or limit visibility.
  6. All applicable public easements and rights-of-way have been dedicated or offered for dedication.

(Ord. 1103 6/02)

## CHAPTER 19.62

### VARIANCES

#### Sections:

- 19.62.010 PURPOSE AND INTENT
- 19.62.020 JUSTIFICATION
- 19.62.030 APPLICATION
- 19.62.040 PUBLIC HEARING
- 19.62.050 CONDITIONS
- 19.62.060 FAILURE TO COMPLY

#### 19.62.010 PURPOSE AND INTENT

For practical difficulties, necessary hardships, or results inconsistent with the general intent and purpose of this Code which occur by reason of the strict interpretation of its provisions and the physical constraints of real property, the ~~City Council~~ Planning Commission, upon motion, may, or upon the verified application of any interested person, shall initiate proceedings for consideration of a variance from the provisions of this Code. The ~~City Council~~ Planning Commission in granting said variance may establish such conditions as may be deemed necessary to assure that the intent and purpose of this Code and the public health, safety and welfare will be promoted.

A variance shall not be construed as an amendment to this Code or cause the maps which are part of this Code to be changed.

#### 19.62.020 JUSTIFICATION

The applicant shall set forth in detail on forms provided by the Director of Planning and Community Development, the reasons for the requested variances and shall demonstrate how the conditions set forth in this Section are satisfied, and all other information as may be required by the ~~City Council~~ Planning Commission.

The ~~City Council~~ Planning Commission, before granting a variance, must make in writing all of the findings contained in Section 19.54.040 A.

#### 19.62.30 APPLICATION

##### A. *Application Filing*

1. Applications for variances shall be made to the Department of Planning and Community Development on forms provided by the Department. The applicant shall set forth complete data required to satisfy all the requirements of Section 19.62.020. The

completed application shall be submitted to the ~~City Council~~ Planning Commission for public review.

2. Upon filing an application for a variance, a uniform fee, as established by City Council resolution and any amendments thereto, shall be paid for the purpose of defraying costs incidental to the proceedings.

**B. *Investigation and Prohibition***

1. The ~~City Council~~ Planning Commission shall investigate the facts bearing on each case verify information necessary to assure action consistent with the intent and purpose of this Code.
2. A person may not file and the Director of Planning and Community Development shall not accept an application which is the same as or substantially the same as an application upon which final action has been taken by the City within 12 months prior to the date of said application, unless accepted by a motion of the ~~City Council~~ Planning Commission.

19.62.040 PUBLIC HEARING

Upon the filing of a verified application, the Planning and Community Development Department shall set a public hearing before the ~~City Council~~ Planning Commission when the Director of Planning and Community Development has determined that the application is in compliance with this Code and the California Environmental Quality Act.

The notice and public hearing procedure shall be consistent with Chapter 19.56, PUBLIC HEARING PROCEDURES.

19.62.050 CONDITIONS

The ~~City Council~~ Planning Commission, in granting a variance, may set forth reasonable conditions which shall assure the intent and purpose of this Code.

19.62.060 FAILURE TO COMPLY

Noncompliance with any condition on a variance shall constitute an infraction of the Zoning Ordinance.

**ORDINANCE NUMBER 1097**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING THE PERRIS ZONING CODE TO DESIGNATE THE DUTIES OF THE PERRIS PLANNING COMMISSION**

**WHEREAS**, by Ordinance No. 1092, effective December 27, 2001, the City Council created the Perris Planning Commission to assist the City in land use planning and regulation; and

**WHEREAS**, Ordinance No. 1092 provides that the Planning Commission shall perform such duties as may be imposed upon the Commission by the City Council by ordinance or resolution; and

**WHEREAS**, the City Council desires to designate and clarify the duties of the Planning Commission;

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

**Section 1.** Sections 19.01.050(B)(4) and (B)(5) of the Perris Zoning Code (Determining General Plan Consistency) are hereby amended to read in their entirety as follows:

- “4. The responsibility of determining consistency with the General Plan shall rest with the Director of Planning and Community Development, unless otherwise designated herein.
5. Administration of the General Plan shall be the responsibility of the City Council, with advice and recommendations from the Planning Commission. Administration of the General Plan may include:
  - a. Investigating reasonable and practical means for General Plan implementation, to serve as an effective guide for orderly growth and development, preservation, and conservation of open space and natural resources;
  - b. Providing periodic reports and recommendations to the City Council on the status of the General Plan and progress in its implementation.”

**Section 2.** Section 19.08.010 of the Perris Zoning Code (Definitions) is hereby amended to add the following definition:

**Exhibit C**

“Planning Commission” shall mean the Planning Commission of the City of Perris.”

**Section 1.** Section 19.49.115 is hereby added to the Perris Zoning Code to read in its entirety as follows:

“PUBLIC HEARING BY PLANNING COMMISSION -- The Planning Commission shall hold a public hearing before recommending to the City Council approval, amendment, or denial of a specific plan, consistent with Chapter 19.56, PUBLIC HEARING PROCEDURES.”

**Section 2.** Section 19.50.040 of the Perris Zoning Code (Conformance With Laws) shall be amended to read in its entirety as follows:

“The Planning Commission or the Director of Planning and Community Development, as applicable, shall review the development plan for conformance with the City’s General Plan, Development code, specific plan regulations, and other applicable City regulations.”

**Section 1.** Section 19.50.050(C)(3) of the Perris Zoning Code (Other Materials/Specifications) is hereby amended to read in its entirety as follows:

“3. Any other plans that may be required by the director of Planning and Community Development which are reasonable or necessary to the Planning Commission’s or Director’s review of an application.”

**Section 1.** Section 19.54.020(C) of the Perris Zoning Code (Authority -- Conditional Use Permits) is hereby amended to read in its entirety as follows:

“The *California Government Code* allows for the adoption of regulations which require a use permit be obtained for the operation of specified uses. Use permits may require compliance with certain conditions of approval prior to the issuance of a permit to operate or building permit. The Planning Commission is authorized to approve or deny any requests

**Section 2.** Section 19.54.020(D) of the Perris Zoning Code (Authority-Variances) is hereby amended to read in its entirety as follows:

“The *California Government Code* allows for the adoption of regulations which permit the City Council to grant a variance from the required development standards contained in a Zoning Ordinance when practical difficulties, unnecessary hardships or results inconsistent with the general purpose of this Title result through the strict and literal interpretation and enforcement of the provisions of this Title. The Planning Commission is authorized to approve or deny any requests.”



**[PUBLIC HEARING PROCEDURES]**

**Section 3.** Section 19.56.010 of the Perris Zoning Code (Setting of Hearings) is hereby amended to read in its entirety as follows:

“All proposals requiring a public hearing by the City Council shall be set by the City Clerk. All proposals requiring a public hearing by the Planning Commission shall be set by the Director of Planning and Community Development.”

**Section 4.** Section 19.56.040 of the Perris Zoning Code (Hearing Decision) is hereby amended to read in its entirety as follows:

“Not more than 40 calendar days following the termination of the proceedings of the public hearing, the hearing body shall announce its findings by formal resolution or ordinance. Decisions of the Planning Commission shall be final and conclusive upon the twentieth day following the date of adoption of the resolution of the Commission, or upon the day following the next regularly scheduled City Council meeting, whichever date is the latest, in the absence of the filing of a written appeal as specified in Section 19.56.070.”

**Section 5.** Section 19.56.070 is hereby added to the Perris Zoning Code to read in its entirety as follows:

**“APPEAL FROM PUBLIC HEARING**

**A. *General Appeal Procedure***

Whenever any person is aggrieved by any final order of the Planning Commission issued pursuant to the provisions of this Title, such person may appeal to the City Council the issuance of said order or confirmation by filing a written appeal in accordance with the provisions of this Chapter.

**B. *Public Appeal***

Prior to the Planning Commission’s decision becoming final, the applicant, or any interested person who appeared at the Commission hearing and opposed such matter, may appeal the decision to the City Council by filing a written appeal with the City Clerk, with the appropriate filing fee. The City Clerk shall transmit one copy of the appeal to the Planning and Community Development director and one copy to the applicant, in the event that the appeal is not that of the applicant. The written appeal shall

specify the person making the appeal, the decision appealed from and the reasons for the appeal.

C. *City Council Appeal*

Prior to the Planning Commission's decision becoming final, any member of the City Council may appeal a decision and request review by the Council. Thereupon, the City Clerk shall give written notice to the Planning and Community Development Director and the applicant and set the matter for hearing by the City Council within 30 days.

D. *Notices*

Notices of the City Council hearing shall be given by the City Clerk in the same manner as notices are given for Planning Commission hearings.

E. *Hearing*

The appeal hearing shall be held within 30 days after the filing of the appeal, unless the 30 day time limit is waived by the appellant. The Council shall conduct a de novo public hearing on each such appeal and shall render its decision by resolution or ordinance.

F. *Referral of Appeal*

After the hearing and before making a final decision, the City Council may refer the appealed item back to the Planning Commission for further consideration."

**Section 6.** Section 19.56.080 shall be added to the Perris Zoning Code to read in its entirety as follows:

"PUBLIC NUISANCES -- The Planning Commission shall hear and decide orders to abate public nuisances as provided in the applicable sections of Chapter 7.02 of this Code, and orders to assess the costs of abatement against the property abated as authorized by this Code."

**[CONDITIONAL USE PERMITS]**

**Section 7.** Section 19.61.010(B) of the Perris Zoning Code (Conditions) is hereby amended to read in its entirety as follows:

“In granting any conditional use permit, the approving body shall affix those conditions which it determines will tend to safeguard the public health, convenience and general welfare in the City.”

**Section 8.** Section 19.61.030(B) of the Perris Zoning Code (Investigation and Prohibition) is hereby amended to read in its entirety as follows:

“B. *Investigation and Prohibition*

1. The hearing body shall investigate the facts bearing on each case to provide information necessary to assure action consistent with the intent and purpose of this Code.
2. A person may not file and the Director of Planning and Community Development shall not accept an application which is the same or substantially the same as an application upon which final action has been taken by the City within 12 months prior to the date of said application, unless accepted by a motion of the hearing body that took such prior final action.”

**Section 9.** Section 19.61.040 of the Perris Zoning Code (Public Hearing) is hereby amended to read in its entirety as follows:

“Upon the filing of a verified application, the Planning and Community Development Department shall set a public hearing before the Planning Commission when the Director of Planning and Community Development has determined that the application is in compliance with this code and the California Environmental Quality Act.

The notice and public hearing procedure shall be consistent with Chapter 19.56, PUBLIC HEARING PROCEDURES.”

**Section 10.** Section 19.61.050 of the Perris Zoning Code (Findings and Conditions) is hereby amended to read in its entirety as follows:

“The hearing body may not grant a conditional use permit for any use for which a conditional use permit may be granted under any provision of this Code unless it has first found from the evidence admitted during the hearing before the hearing body that the proposed use meets the findings contained in Section 19.54.040C.”

**Section 11.** Section 19.61.080 of the Perris Zoning Code (Effective Date) is hereby amended to read in its entirety as follows:

“A conditional use permit granted in accordance with this Chapter shall become effective on the date the decision of the approving body granting said conditional use permit becomes final, or on the date specified in conditional use permit, whichever is later.”

**Section 12.** Section 19.61.090 of the Perris Zoning Code (Time Limit) is hereby amended to read in its entirety as follows:

“A permit granted pursuant to this Chapter shall contain as a condition thereof the following: ‘The permit hereby allowed is conditioned upon the privileges being utilized within 12 months after the effective date, and if they are not utilized or less than 10 percent of the total cost of construction, erection, alteration, excavation, demolition, or similar work on any development authorized by such permits has been completed on the site, this authorization shall become void, and any development deemed to have lapsed.’ The approving body, however, shall have authority to extend the time limit upon a finding of unavoidable delay. Once any portion of the conditional use permit is utilized, the other conditions thereof become immediately operative and must be strictly complied with.”

**Section 13.** Section 19.61.100 of the Perris Zoning Code (Term) is hereby amended to read in its entirety as follows:

“Each conditional use permit is granted for a 12 month period unless designated otherwise for a longer term by the approving body. Thereafter, the property owner must make application to the Planning and community Development Department to extend the permit for an additional period and pay the required fee as adopted by resolution.”

**[VARIANCES]**

**Section 14.** Section 19.62.010 of the Perris Zoning Code (Purpose and Intent) is hereby amended to read in its entirety as follows:

“For practical difficulties, necessary hardships, or results inconsistent with the general intent and purpose of this code which occur by reason of the strict interpretation of its provisions and the physical constraints of real property, the Planning Commission, upon the verified application of any interested person, shall initiate proceedings for consideration of a variance from the provisions of this Code. The Planning Commission in granting said variance may establish such conditions as may be deemed necessary to assure that the intent and purpose of this Code and the public health, safety and welfare will be promoted.

A variance shall not be construed as an amendment to this Code or cause the maps which are part of this Code to be changed.”

**Section 15.** Section 19.62.020 of the Perris Zoning Code (Justification) is hereby amended to read in its entirety as follows:

“The applicant shall set forth in detail on forms provided by the Director of Planning and Community Development, the reasons for the requested variances and shall demonstrate how the conditions set forth in this Section are satisfied, and all other information as may be required by the Planning Commission.

The Planning Commission, before granting a variance, must make in writing all of the findings contained in Section 19.54.040A.”

**Section 16.** Section 19.62.030 of the Perris Zoning Code (Application) is hereby amended to read in its entirety as follows:

**A. Application Filing**

1. Applications for variances shall be made to the Department of Planning and Community Development on forms provided by the Department.

The applicant shall set forth complete data required to satisfy all the requirements of Section 19.62.020. The completed application shall be submitted to the Planning Commission for public review.

2. Upon filing an application for a variance, a uniform fee, as established by City Council resolution and any amendments thereto, shall be paid for the purpose of defraying costs incidental to the proceedings.”

**B. Investigation and Prohibition**

1. The hearing body shall investigate the facts bearing on each case, verify information necessary to assure action consistent with the intent and purpose of this Code.
2. A person may not file and the Director of Planning and Community Development shall not accept an application which is the same as or substantially the same as an application upon which final action has been taken by the City within 12 months prior to the date of said application, unless accepted by a motion of the approving body.”

**Section 17.** Section 19.62.040 of the Perris Zoning Code (Public Hearing) is hereby amended to read in its entirety as follows:

“Upon the filing of a verified application, the Planning and Community Development Department shall set a public hearing before the Planning Commission when the Director of Planning and Community Development has determined that the application is in compliance with the Code and the California Environmental Quality Act.

The notice of and public hearing procedure shall be consistent with Chapter 19.56, PUBLIC HEARING PROCEDURES.”

**Section 18.** Section 19.62.050 of the Perris Zoning Code (Conditions) is hereby amended to read in its entirety as follows:

“The approving body, in granting a variance, may set forth reasonable conditions which shall assure the intent and purpose of this Code.”

**Section 19.** Sections 19.75.310 (A) and (B) of the Perris Zoning Code (Time Extensions) are hereby amended to replace “Board of Zoning Adjustment” with “Planning Commission” as the body that hears and considers requests for amortization period extensions.

**Section 20.** Chapter 19.77 of the Perris Zoning Code (Board of Zoning Adjustment) shall be repealed and deleted from the Zoning Code in its entirety.

**Section 21.** Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance, or any part thereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this chapter or part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the fact that any one or more sections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

**Section 22.** Certification. The City Clerk shall certify to the passage and adoption of this Ordinance by the City Council of the City of Perris and shall cause a summary of this Ordinance to be published in accordance with Government Code Section 36933.

**Section 23.** Effective Date. This Ordinance shall take effect thirty (30) days after its passage.

***ADOPTED, SIGNED and APPROVED*** this 30<sup>th</sup> day of April, 2002.

\_\_\_\_\_  
Mayor, Daryl R. Busch

ATTEST:

\_\_\_\_\_  
City Clerk, Margaret Rey

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

I, Margaret Rey, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Ordinance Number 1097, introduced at a regular meeting of the City Council of the City of Perris held on the 26th day of March, 2002, was duly and regularly adopted by the City Council at a regular meeting thereof held on the 30th day of April, 2002, and that it was so adopted by the following called vote:

AYES: Motte, Rogers, Yarbrough, Landers, Busch  
NOES:  
ABSENT:  
ABSTAIN:

---

City Clerk, Margaret Rey



**RESOLUTION NUMBER 16-03**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL APPROVE ORDINANCE AMENDMENT 16-05010 TO AMEND CHAPTER 19.62 "VARIANCES" AND CHAPTER 19.54 "AUTHORITY AND REVIEW PROCEDURES" AND MAKE FINDINGS IN SUPPORT THEREOF.**

**WHEREAS**, the City of Perris recognizes the need to amend 19.62, Variances and Chapter & 19.54, Authority and Review Procedures, due to inconsistency between the two Chapters; and

**WHEREAS**, in June, 2002, the City Council adopted Ordinance No. 1097 to designate and clarify the duties of the Planning Commission;

**WHEREAS**, Ordinance Amendment 16-05010 includes changes to clarify variance procedures regarding review and approval by the Planning Commission in the City of Perris; and

**WHEREAS**, on February 3, 2016, the Planning Commission conducted a regularly scheduled and legally noticed public hearing for Ordinance Amendment 16-05010, and recommended approval of the project after considering public testimony and accompanying documents; and

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

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

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

**Section 2.** The Planning Commission hereby determines that the project is Categorically Exempt from the California Environmental Quality Act (CEQA) guidelines pursuant to Article 19, Section 15305, pertaining to Minor Alterations in Land Use Limitations. Accordingly, the Planning Commission hereby recommends that the City Council adopt a Categorical Exemption in accordance with the provisions of the California Environmental Quality Act.

**Section 3.** Based on the information contained in the supporting exhibits, this Commission finds, regarding the proposed amendment to Chapter 19.62 and Chapter & 19.54 as it pertains to variance procedures, as follows:

Ordinance Amendment 16-05010

- A. The proposed Ordinance Amendment will not result in a significant adverse effect on the environment.

**Exhibit D**

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

**Section 4.** The Planning Commission hereby recommends that the City Council approve Ordinance Amendment 16-05010 to amend chapter 19.62, Variances and Chapter & 19.54, Authority and Review Procedures, to the Zoning Code, based on the findings presented herein.

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

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

**ADOPTED, SIGNED, and APPROVED** this 3<sup>rd</sup> day of February 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 16-03 was duly adopted by the Planning Commission of the City of Perris at a regular meeting thereof held on the 3<sup>rd</sup> day of February 2016, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

---

Designee Secretary of the Planning Commission

Attachment: Revised Zoning Code Chapter 19.62 and Chapter & 19.54

# ***CITY OF PERRIS***

## **MINUTES:**

**Date of Meeting:** February 3, 2016

**06:00 PM**

**Place of Meeting:** City Council Chambers

**1. CALL TO ORDER:**

The meeting was called to order at 6:05 pm.

**2. ROLL CALL: Commissioners: Stuart, Shively, Hammond, Weir, Arras Vice Chair Balderrama, Chairman McCarron**

**Commission Members Present:** Commissioner Stuart, Commissioner Arras, Commissioner Hammond, Commissioner Shively, Commissioner Weir, and Chairman McCarron.

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

**3. INVOCATION:**

**4. PLEDGE OF ALLEGIANCE: Commissioner Stuart**

**5. PRESENTATION:**

**6. CONSENT CALENDAR:**

**A. Planning Commission Minutes for January 20, 2016**

The Chair called for a motion.

**M/S/C:** Moved by Commissioner Weir, seconded by Commissioner Hammond to Approve the Planning Commission minutes for January 20, 2016

**AYES:** Commissioner Stuart, Commissioner Arras, Commissioner Hammond, Commissioner Shively, Commissioner Weir, Chairman McCarron.

**NOES:**

**ABSENT:** Vice Chair Balderrama.

**ABSTAIN:**

**Attachment #3**

7. **PUBLIC HEARING:**

- A. **Development Plan Review (DPR) 14-10-0008– Proposal to construct an 8,396 sq. ft. two-story truck repair shop on .64 acres of land in the GI – General Industrial zone within the Perris Valley Commerce Center Specific Plan, located at the southeast corner of Western Way and Jet Way. Applicant: Jonathan L. Zane, Architect**

Commissioner Arras visited the site.

Project Planner Kenneth Phung presented the item to the Commission. He concluded the item recommending that the Commission adopt No. 16-02 approving Development Plan Review 14-10-0008 to facilitate the construction of an 8,396 sf. two-story truck repair shop, subject to the conditions of approval.

Jonathan Zane, applicant, was present at the hearing to answer any questions.

The Chair called for a motion.

**M/S/C: Moved by Commissioner Hammond, seconded by Commissioner Shively to Adopt Resolution No. 16-02 approving Development Plan Review 14-10-0008 to facilitate the construction of an 8,396 sf. two-story truck repair shop, subject to the conditions of approval.**

**AYES: Commisioner Stuart, Commisioner Arras, Commisioner Hammond, Commisioner Shively, Commisioner Weir, Chairman McCarron.**

**NOES:**

**ABSENT: Vice Chair Balderrama.**

**ABSTAIN:**

- B. **Ordinance Amendment 16-05010 – To amend Zoning Code Chapter 19.62 “Variances” and Chapter 19.54 “Authority and Review Procedures” to clarify inconsistencies related to procedures and approval authority for Variances in the City of Perris. Applicant: City of Perris**

Development Services Assistant Brian Mihu presented the item. He concluded the item recommending that the Commission adopt Resolution No. 16-03 recommending approval of Ordinance Amendment 16-05010 to the City Council, based on the findings contained in the Resolution and attached exhibits.

Commissioner Hammond commented on section 19.62.030 A (2) the fee established by the Planning Commission resolution, this section should stay as City Council.

The Chair called for a motion.

**M/S/C: Moved by Commissioner Arras, seconded by Commisioner Stuart to**

Adopt Resolution No. 16-03 recommending approval of Ordinance Amendment 16-05010 to the City Council, based on the findings contained in the Resolution and attached exhibits with the amendment for section 19.62.030 A (2) to read: Upon filing an application for variance, a uniform fee, as established by City Council resolution and any amendments thereto, shall be paid for the purpose of defraying costs incidental to the proceedings.

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

NOES:

ABSENT: Vice Chair Balderrama.

ABSTAIN:

8. BUSINESS/WORKSHOP:

A. Planning Commissioner Appointment to the City Branding Steering Committee

The Chair called for a motion.

M/S/C: Moved by Commissioner Weir, seconded by Commissioner Hammond to Free Form to nominate Chair McCarron to the City Branding Steering Committee

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

NOES:

ABSENT: Vice Chair Balderrama.

ABSTAIN:

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.

There were no public comments.

10. COMMISSION MEMBERS ANNOUNCEMENTS OR REPORTS:

Commissioner Weir announced that the American Legion will have a Valentines Day Brunch on February 14, 2016.

Chairman McCarron announced Perris Black History Celebration on February 20, 2016.

11. DIRECTOR OF DEVELOPMENT SERVICES REPORTS AND/OR INFORMATION:

Director Clara Miramontes announced that the next Planning Commission meeting

will be held on March 2, 2016.

12. ADJOURNMENT

The Chair called for a motion.

M/S/C: Moved by Commissioner Hammond, seconded by Commissioner Weir to Adjourn the Planning Commission meeting on February 3, 2016 at 7:30 pm

AYES:           Commisioner Stuart, Commissioner Arras, Commissioner Hammond,  
                    Commissioner Shively, Commissioner Weir, Chairman McCarron.

NOES:

ABSENT:       Vice Chair Balderrama.

ABSTAIN:

Respectfully submitted,

X \_\_\_\_\_  
Clara Miramontes  
Director of Development Services

PERRIS COMMUNITY ECONOMIC DEVELOPMENT CORPORATION  
AGENDA SUBMITTAL  
Meeting Date: March 29, 2016

**SUBJECT:** Façade Improvement Project Budget Amendment 360 E 4<sup>th</sup> St.

**REQUESTED ACTION:** The Board of Directors: 1) Approve expenditures as described below 2) Authorize the Chief Executive Officer or his designee to execute all documents in a form approved by the Corporation's counsel, and related expenditures and actions.

**CONTACT:** Michael McDermott, Chief Operating Officer 

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**BACKGROUND/DISCUSSION:**

The Board of Directors at a recent Strategic Planning session identified the 4<sup>th</sup> Street Gateway Area as the primary target of the Façade Program, given the size and visibility of the 4<sup>th</sup> St properties the budget is variable and project specific.

On September 29, 2015 the Board approved a pre bid budget, including contingencies, of \$54,000 inclusive of New Signage, Paint & Varied Construction.

Unforeseen conditions and needed design adjustments require that the budget be revised to \$61,500.

**BUDGET (or FISCAL) IMPACT:**

The amount is a budgeted expense within the Perris CEDC Downtown Commercial Façade Program budget.

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Prepared by:

Reviewed by:

Redevelopment & Economic Development Manager \_\_\_\_\_

Asst. City Manager 

Attachments:

Consent XXX



CITY COUNCIL  
AGENDA SUBMITTAL

Meeting Date: March 29, 2016

**SUBJECT:** Request for a Fiscal Year 2015-2016 Budget Amendment to create a budget to paint the exterior of the City Owned building at 227 North D Street

**REQUESTED ACTION:** That the City Council approve a Budget Amendment establishing a budget to paint the exterior of the City Owned building at 227 North D Street

**CONTACT:** Darren Madkin, Deputy City Manager 

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**BACKGROUND/DISCUSSION:**

The City of Perris has owned the building at 227 North D Street since 2004. Since that time, the exterior of the building has not been painted. The condition of the paint on the window sills is deteriorating, the color on the exterior walls is fading, and the general appearance of the building is poor. City Council directed staff to solicit proposals to clean and paint the building. Quotes are still being solicited, but one quote from a paint contractor ranged, depending on the scope of work, from \$14,000-\$33,000. Staff is requesting a budget amendment to the Fiscal Year 2015-2016 General Fund budget to include \$35,000 to paint the 227 North D Street building. The scope of work will generally include the following:

1. Removal of old paint as needed, and power washing building exterior
2. Prepping and patching stucco walls and wood window frames
3. Painting of stucco walls, window frames, handrails, gutters
4. Painting of downspouts and overhangs
5. Painting of exterior doors and frames

It is recommended that the City Council approve an amendment to the 2015-2016 General Fund budget to include \$35,000 to paint the City building at 227 North D Street. Staff will continue to solicit bids from qualified contractors to ensure competitive pricing, and return to the City Council for award of a contract to the lowest responsible bidder.

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**BUDGET (or FISCAL) IMPACT:** This is not a budgeted project in the Fiscal Year 2015-2016 budget. The City's reserves would be reduced by \$35,000, and the General Fund would be increased by the same amount for this project.

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Reviewed by:  
Assistant City Manager 

Attachments: Proposal from Rivco Coatings

Consent: X

# Rivco Coatings

25169 Briggs Rd. Romoland , Ca. 92585 ph (951) 238-4813 lic# 894557

## BID PROPOSAL

August 12, 2015

Attention: Daryl Hartwill

To: City of Perris

Re: Camber of Commerce Entire Bldg

101 N. D St , Perris, Ca

From: Nelson Lizarraga (909) 549-2259

### **Section: 09900 Painting**

I am pleased to submit my proposal in reference to the above mentioned project. This proposal includes all labor, materials, taxes, and standard insurance to perform and complete painting operations pursuant to PDCA standards and attached Scope of work. Pricing is as follows: **Section 09900 Painting**  
**Material cost increase during Contract work is subject to change with written notice to contractor.**

**Base Bid                      \$33,685.00**

### Scope of work

#### ***Base Bid Includes:***

1. **Painting Section 9900(painting)**
2. Power washing exterior of bldg.
3. Preping and patching stucco walls and wood window frames
4. Painting of stucco walls, window frames, handrails, gutters
5. Painting of downspouts and overhangs
6. Painting of exterior doors and frames
7. Includes scraping old paint as needed
- 8.
9. **Due to changing prices for paint materials and sundries, this proposal is subject to change, with written notice to contractor. Cost is firm thru end of 4th Q1. 2015**

#### ***Exclusions:***

1. Touch up of all damage caused by other trades
2. All permits,(if City license is required add \$200.00) Waiver of subrogation (add 3%) painted signs, pipe color coding, and parking lot striping/traffic paint
3. All floors and walking surfaces, lead abatement, sandblasting
4. Removal and reinstallation of fixtures, hardware, security screens, and other removable assemblies
5. Heating, lighting, waste disposal (to be provided by G.C.)
6. No Interior Painting
- 7.

**Material cost increase during Contract work is subject to change with written notice to contractor.**  
This price does include prevailing wages. Bonding is not included in bid. Upon acceptance, proposal is to be incorporated 100% into the subcontract agreement. Subcontract terms and conditions are subject to approval by Rivco Coatings. If you have any questions or you require further information, please call (909) 549-2259. Thank you for the opportunity to prepare this bid for you.

**CITY COUNCIL  
AGENDA SUBMITTAL**

**Meeting Date: March 29, 2016**

**SUBJECT:** City of Perris General Plan Housing Element, 2015 Annual Progress Report

**REQUESTED ACTION:** That the City Council approve the 2015 Annual Progress Report for the General Plan Housing Element.

**CONTACT:** Darren Madkin, Deputy City Manager *DM*

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**BACKGROUND/DISCUSSION:**

On August 27, 2013, the City Council adopted the General Plan Housing Element for the planning period 2014-2021. The Housing Element establishes policies, procedures and incentives in its land use planning and redevelopment activities to guide the development, redevelopment and preservation of a balanced housing supply to adequately accommodate households currently living and expected to live in Perris. The Housing Element also outlines the City's housing action plan, which is a series of actions and programs to be implemented through 2015 in order to meet its fair share contribution of housing needs for all income groups established by Regional Housing Needs Allocation (RHNA).

The City is required to prepare an annual report each year detailing the progress it has made during the prior year in meeting its Housing Element goals, pursuant to State law (Government Code Section 65400(b)). The annual progress report must be submitted to the California State Department of Housing and Community Development (HCD) and to the Governor's Office of Planning and Research (OPR). The City's 2015 annual progress report is attached, which further details the goals, policies, programs and implementation actions implemented in the previous year. The annual progress report covers the three areas of information outlined by HCD, which are listed as follows:

- 1) Progress in meeting regional housing needs. A total of 222 building permits were issued for new residential construction in 2015.
- 2) The effectiveness of the Housing Element in attainment of the community's goals and objectives. Attached Table C includes a program-by-program status report relative to implementation schedule and status as of 2015. The City of Perris 2014-2021 Housing Element was adopted in August 27, 2013. Measuring the effectiveness of programs is a continued implementation and will be reported in the next annual progress report.
- 3) Progress towards mitigating governmental constraints identified in the Housing Element. The City of Perris 2014-2021 Housing Element was adopted in August 27, 2013. Measuring the effectiveness of programs is a continued implementation and is reported in attached Table C.

City Staff is requesting that the City Council review and approve the attached 2015 Annual Progress Report. The annual progress report for year 2015 is due on April 1, 2016.

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**BUDGET (or FISCAL) IMPACT:** No cost is associated with the preparation of this report.

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Prepared by: Rebecca Miranda, Redevelopment Project Manager

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

Assistant City Manager: Ron Carr *RC*

Attachments: 2015 Annual Housing Element Progress Report

Consent Item: X

Public Hearing:

Business Item:

Workshop:

**Table C  
CITY OF PERRIS**

**ANNUAL PROGRESS REPORT FOR 2015  
ON IMPLEMENTATION OF THE HOUSING ELEMENT  
General Plan Report requirement pursuant to Section 65400 of the Government Code**

Housing Program	Program Action 2014-2021	Implementing Entity	Time Frame for Implementation	Status as of 2015
<b>Goal 1: Promote and maintain a variety of housing types for all economic segments of the City.</b>				
Action 1.1:	Review and update the General Plan periodically (if an update is needed) to ensure that growth trends are addressed.	Planning Department	Ongoing Implementation	No up-date in 2015 General Plan.
Action 1.2:	Encourage opportunities for development of housing in lower density land use designations through various Overlay Zone alternatives (Senior Housing, Planned Development, Downtown Design) or with the density bonus incentives.	Housing Authority / Planning Department	Ongoing Implementation	The City continues to promote lower density land use designations.
Action 1.3:	The Perris Housing Authority will utilize funding, if available, and/or CDBG allocations to provide the following incentives which may be applied to an affordable housing project: 1) Lease or purchase of City owned property at low rates; 2) Provision of off-site improvements.	Housing Authority	Completed	
Action 1.4:	Require a mixture of diverse housing types and densities in new developments, guided by specific plans, around the downtown and throughout the City. Focus development activity within the Downtown Specific Plan area where suitably zoned underutilized land and the potential for mixed-use projects exists for the development of affordable housing.	Housing Authority / Planning Department	Continued Implementation	On April 8, 2015 the final phase of occupancy Verano Apartments located in the downtown area of the City was completed.  The City will continue to incentives which may be applied to an affordable housing project
Action 1.5:	Support the use of innovative building techniques and construction materials for residential development, such as energy efficient buildings that utilize solar panels and sustainable building materials that are recyclable.	Housing Authority / Planning Department	Ongoing Implementation	In 2015, the Building & Safety Division issued 683 permits to homeowners for the installation of solar panels on the roofs of their homes.
Action 1.6:	Work with Habitat for Humanity to identify and acquire vacant infill lots for single-family development to provide housing for lower and moderate-income families and individuals.	Housing Authority / Planning Department	Ongoing Implementation	The City continues to support Habitat for Humanity's effort to develop and provide housing for lower and moderate-income families and individuals

Action 1.7:	Utilize the State HOME Investment Partnership Grant Program Funds to assist in rehabilitating lower-income households to correct code violations and make exterior improvements.	Housing Authority	Ongoing Implementation	In 2015 the Housing Authority launched its First Time Buyer Program and Owner-Occupied Rehabilitation Program. Both programs are funded by HOME Investment Partnerships Program. The awarded amount is \$500,000.00
Action 1.8:	Continue to track affordable housing units city-wide. This includes monitoring the method by which units remain affordable to lower-income households (i.e. covenants, deed restrictions, loans, etc.).	Housing Authority / Planning Department	Ongoing	CC&Rs-covenant of 45years, 2nd Deed of Trust, Promissory Note, & Loan Agreement are recorded with the Riverside County Clerk's Office on properties that were rehabbed through the City's Owner-Occupied Rehabilitation Program and First Time Homebuyer Program, funded through the State HOME Program. Staff maintains file of recorded documents for each property, including an affordable housing database, pursuant to AB987, which is available on the City's website.
Action 1.9:	Provide a progress report on the 2014-2021 Housing Element programs and quantified objectives as part of the annual General Plan status reports to the State.	Planning Department	Annual reporting	2015 Annual Progress report was completed and will be submitted to HCD by April 1, 2016.
Action 1.10:	The Planning Division will utilize design, development, impact fee, processing and streamlining incentives, such as reductions in setbacks, parking requirements, and other standards, to encourage residential uses and to promote more intense residential development in the Downtown Specific Plan area. Information on these financial and regulatory incentives will be made available on the City's website and in public places at City Hall.	Housing Authority / Planning Department	Ongoing Implementation	City Municipal Code, General Plans, Specific Plans, development applications and fees are made available to the public at the department counter and City's website. The City will continue to encourage and promote residential development in downtown Perris.
Action 1.11:	Reduce parking standards for senior and affordable housing developments that are located in proximity to transit stops.	Housing Authority / Planning Department	Ongoing Implementation	The City has not received any request.
Action 1.12:	To encourage the development of residential and mixed-use projects within the Downtown Specific Plan area, the City will offer incentives such as a reduction in development standards (i.e. lot size, parking, and open space requirements) and with assistance from the Perris Housing Authority, subsidize a portion of development fees to encourage lot consolidation and to promote more intense residential and mixed-use development on vacant and underutilized sites within the Downtown Specific Plan area. While the City is more than able to accommodate the remaining RHNA allocation for the planning period on sites larger than one acre, this program allows for the City to begin planning for the future by encouraging property owners to consolidate adjacent properties to develop larger projects.	Housing Authority / Planning Department	Ongoing Implementation	City will continue to promote and encourage residential and mixed-use development in the downtown area.
<b>Goal 2: Promote and preserve suitable and affordable housing for persons with special needs, including lower income households, large families, single parent households, the disabled, senior citizens and shelter for the homeless.</b>				
Action 2.1:	Utilize resources such as HOME funds, California Housing Finance Agency single-family and multi-family programs, HUD Section 208/811 loans, and HOPE II and III Homeownership programs to stimulate private developer and non-profit entity efforts in the development and financing of housing for lower and moderate-income households.	Housing Authority	Ongoing	The City will continue to host its Housing Expo that promotes City, private, and non-profit information to the public on existing housing programs such as homeownership programs. On June 20, 2015 the City hosted a Housing Expo. The Expo provided information on its existing housing programs.

Action 2.2:	The Perris Housing Authority should facilitate discussions between developers and local banks to meet their obligations pursuant to the California Community Reinvestment Act (CCRA) providing favorable financing to developers involved in projects designed to provide lower and moderate-income housing opportunities.	Housing Authority	Ongoing	City will continue to provide incentives to encourage affordable housing to meet the City's fair share housing needs.
Action 2.3:	Consider pursuing a program through the Perris Housing Authority, if funding is available, or through interested CHDO's and/or non-profit organizations, to purchase affordability covenants on existing multi-family units, subject to restrictions that the affordability covenants would be in effect for not less than 30 years, and that at least 20 percent of the units would be affordable to extremely low- and very low-income households.	Housing Authority	Ongoing	City will continue to require that multi-family complexes consist of units with affordability covenants ensuring that the units remain affordable.
Action 2.4:	To comply with Senate Bill 2, the City has amended Zoning Code Section 19.44, Industrial Zones, to permit emergency shelters by right in the General Industrial (GI) zone, excluding Specific Plan areas, without a conditional use permit or other discretionary permit. The City will continue to monitor the inventory of sites appropriate to accommodate emergency shelters and will work with appropriate organizations to ensure the needs of the homeless population whenever possible.	Housing Authority	Ongoing Implementation	The City continues to work with Path of Life Ministries. Path of Life Ministries is a service agency that provides services such as healthcare services to homeless population within the City's limits.
Action 2.5:	The City will maintain a list of mortgage lenders participating in the California Housing Finance Agency (CHFA) program and refer the program to builders or corporations interested in developing housing in the City.	Housing Authority	Ongoing	City maintains a list of City of approved lenders approved for the First Time Homebuyer Program.  City will continue to promote and support CHFA lenders in assisting families in the purchasing of a home. In addition, a list of CHFA is available as reference to builders or corporations interested in developing housing in the City.
Action 2.6:	Continue cooperation with the Riverside County Housing Authority to provide Section 8 rental assistance and work with property owners to encourage expansion of rental projects participating in the program, as well as provision of at least 20 units of public housing within the City.	Housing Authority and Riverside County Housing Authority	Continued Implementation	City will continue to support the Riverside County Housing Authority to provide rental assistance in Perris. In 2015, 364 families were assisted with section 8.
Action 2.7:	Provide incentives for development of lower income housing through the density bonus program. Actively promote its use in conjunction with mixed-use projects in the Downtown, for senior housing, and within Specific Plans.	Planning Department/Housing Authority	Continued Implementation	The City will continue to provide density bonus to projects that meet the requirements for density bonus in accordance with Municipal Development Code, Chapter 19.57.
Action 2.8:	Continue to support the City's effort of encouraging multi-family developments with affordability covenants on units through offering development incentives. These incentives could include reduction in development standards, and expedited permit processing.	Housing Authority	Continued Implementation	City will continue to provide development incentives to encourage multi-family developments that include affordability covenants on units.
Action 2.9:	Pursuant to Government Code Section 65583, the City of Perris is obligated to remove potential and actual governmental constraints upon the maintenance, improvement, or development of housing for all income levels and for persons with disabilities. To address the needs of this population, the City amended the Zoning Code to adopt formal reasonable accommodation procedures. Reasonable accommodation provides a basis for residents with disabilities to request flexibility in the application of land use and zoning	Planning Department	Continued Implementation	City will continue to support reasonable accommodation procedures through the Senior Housing Overlay Zone.

Action 2.10:	<p>regulations or, in some instances, even a waiver of certain restrictions or requirements from the local government to ensure equal access to housing opportunities. The City will provide information regarding the City's reasonable accommodation ordinance and make information on the program more widely available to residents.</p> <p>Prioritize resources such as HOME funds, California Housing Finance Agency single-family and multi-family programs, HUD Section 208/811 loans, and HOPE II and III Homeownership programs for the development of rental projects that provide units with two or three bedrooms.</p>	Planning Department/Housing Authority	Ongoing	<p>In 2015 the City of Perris launched its First Time Home Buyer's Program. The City was awarded \$500,000.00 which \$195,000.00 is budget for this program. This program will provide down payment assistant to 3 or more first time homebuyers.</p> <p>On April 8, 2015 construction of Verano Apartment was completed. This new apartment complex consist of forty (40) units, which includes one (1) resident manager's unit, 27 2-bedrooms units, and 12 3-bedroom units. All residential units are restricted units for extremely low tenants, very low, and low income tenants.</p>
Action 2.11:	<p>To facilitate development of affordable housing to accommodate the 1,707 lower-income RHNA, the City adopted the Downtown Specific Plan in 2012 and identified approximately 95 acres of underutilized and vacant land. The Downtown Specific Plan utilizes a form based approach to regulate land uses. This form based Regulating Code focuses attention on the form, placement, and appropriate use of buildings (i.e. mass, height, site layout) rather than traditional development standards such as minimum and maximum densities. Its design standards and guidelines promote an attractive and pedestrian-oriented environment.</p> <p>To demonstrate adequate sites for the City's 4th cycle housing element update, the City included an adequate sites program (Action 2.11) to rezone sites within the Downtown Specific Plan for higher density residential uses. As these sites were to be rezoned to accommodate the City's lower-income need the rezoned sites were required to be consistent with Sections 65583.2(h) and (i) and 65583(c)(1) (AB 2348) as follows: Require a minimum density of 20 units per acre; Ensure at least 50 percent of the lower-income need accommodated on sites designated for residential use only; and Permit owner-occupied and rental multifamily uses by-right, without a conditional use or other discretionary review or approval.</p> <p>While sites were rezoned, not all of statutory requirements of the adequate sites program requirements were addressed. To comply with AB 2348, at least 50 percent of the remaining lower income need (854 units) will be accommodated on sites designated for exclusively residential uses allowing a minimum 20 dwelling units per acre. To address this requirement the City has identified approximately 45 acres within the Urban Village district which can accommodate approximately 1,575 units and will be zoned exclusively for residential uses as identified in Appendix A, Map 4.</p>	Planning Department	Continued Implementation	<p>The City will pursue affordable housing projects to provide housing opportunities and meet RHNA fair share of City's housing units.</p>

	<p>To address minimum density requirements the City will ensure sites A through L, as identified in Section VII Housing Resources, as well as exclusively residential Urban Village district sites identified in Map 4 of Appendix A, are developed at a minimum density of 20 units per acre. If a parcel is developed at less than 20 units per acre, pursuant to Government Code Section 56863, the City will immediately identify and zone an alternative site with established minimum density requirements consistent with GC Section 65583.2(h) and (i). The City will report on the progress of development in the Downtown Specific Plan area in its annual progress reports required pursuant to Government Code Section 65400 and due on April 1st of each year. The inventory of available sites will also be made available to the development community through various outreach methods.</p>			
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**Goal 3: Removal or mitigation of constraints to the maintenance, improvement and development of affordable housing, where appropriate and legally possible.**

Action 3.1:	The City shall expedite and prioritize development processing time of applications for new construction or rehabilitation of housing for lower and moderate-income households and seniors. Expedited permit processing would allow complete development applications to be reviewed at an accelerated rate by City Staff in order to ensure that permit processing times do not create a potential constraint on the development of affordable units by adding to the overall cost of the project.	Planning Department	Continued Implementation	City will expedite and prioritize development processing time of applications for new construction of affordable housing developments.
Action 3.2:	<p>Extremely low-income households and households with special needs have limited housing options. Housing types appropriate for these groups include transitional and supportive housing. To accommodate this population and comply with Senate Bill 2, the City amended Zoning Code Chapters 19.21 through 19.28, R-20,000 through MFR-22 and Section 19.34, R-5 Districts (Mobilehome Subdivisions), to allow transitional and supportive housing as a permitted use without a conditional use permit or other discretionary permit, subject only to those regulations that apply to other residential uses of the same type in the same zone. To ensure consistency with the Perris Valley Airport Land Use Compatibility Plan, areas designated Airport Area I and II and within Compatibility Zones A, B1, B2 and C of the Airport Influence Area as mapped at <a href="http://www.realuc.org">www.realuc.org</a>, will allow transitional and supportive housing subject to all applicable restrictions places on other residential uses permitted within those areas. The City will continue to monitor the inventory of sites appropriate to accommodate transitional and supportive housing and will work with the appropriate organizations to ensure the needs of extremely low-income residents are met. The City is committed to prioritizing funding and other available incentives for projects that provide housing for extremely low-income residents whenever possible.</p>	Planning Department	Ongoing Implementation	The City will continue to monitor the inventory of sites appropriate to accommodate transitional and supportive housing and will work with the appropriate organizations to ensure the needs of extremely low-income residents are met.
Action 3.3:	To accommodate the needs of extremely low-income households and households with special needs and comply with Senate Bill 2, the City amended Zoning Code Section 19.21 through 19.28, R-	Planning Department	Ongoing	The City has not received any request.



	<p>20,000 through MFR-22 and Section 19.34, R-5 Districts (Mobilehome Subdivisions), all residential zones of the City, to allow Single Room Occupancy (SRO) housing as a permitted use without a conditional use permit or other discretionary permit, except within Airport Area I as mapped at www.rcaluc.org and within Compatibility Zones A, B1, and B2 of the Airport Influence Area of Perris Valley Airport, in effect as of July 1, 2011. The City will continue to monitor the inventory of sites appropriate to accommodate single-room occupancy units and will work with the appropriate organizations to ensure the needs of extremely low-income residents are met.</p> <p>Continue to permit manufactured housing on permanent foundations in residential zones if it meets compatibility criteria.</p>	Planning Department	Continued Implementation	According to building permit activity for 2015, 7 permits were issued to install permanent foundations to mobile homes.
Action 3.4:		Planning Department	Completed	City delivered a copy of the 2015 Housing Element to water and sewer serving city residents.
Action 3.5:	<p>In accordance with Government Code Section 65589.7 as revised in 2005, immediately following City Council adoption, the City must deliver a copy of the 2014-2021 Housing Element to all public agencies or private entities that provide water or sewer services to properties within the City of Perris.</p>	Planning Department		
<b>Goal 4: Provide increased opportunities for homeownership.</b>				
Action 4.1:	<p>Continue to provide favorable home purchasing options to lower and moderate-income households, when funds are available, through the County of Riverside's First Time Homebuyers Down Payment Assistance Program and homeownership assistance with the County Mortgage Credit Certificate (MCC) program.</p>	Housing Authority/ Planning Department	Ongoing	<p>In 2015, the City launched its First Time Home Buyer Program was funded \$195,000.00 from the above amount. This will assist 3 or more first-time homebuyers. The program will help with down payment assistance or gap financing for low and moderate income persons.</p> <p>The City of Perris supports the Mortgage Credit Certificate (MCC) and information about this program is available in the Housing Authority.</p>
Action 4.2:	<p>Continue to work with Habitat for Humanity in the development of single-family homes for lower income families. Continue to work with the Workforce Investment Act (WIA), formerly known as the Jobs Training Partnership Act (JTPA), in the provision of single-family homes for lower income households.</p>	Housing Authority	Continued Implementation	
Action 4.3:	<p>The Perris Housing Authority shall provide support to the California Housing Finance Agency (CHFA) program, which supports construction of new owner-occupied units in conjunction with non-profit organizations and/or private developers through advertisement and referral to the program.</p> <p>The City shall establish relationships with local lenders, developers and other constituencies such as realtors, and non-profit organizations through community outreach workshops that emphasize specific ideas, issues, and expectations for future development in Perris.</p>	Housing Authority	Ongoing Implementation	City will continue to support CHFA and encourage construction of residential developments.
Action 4.4:		Housing Authority	Ongoing Program	City continues to establish relationships with local lenders, developers, realtors, and nonprofit organizations through affordable housing programs being offered through the City. The City maintains a City approved lists for lenders and contractors list.

				which is made available to the public. The City refers potential homebuyers to Riverside Fair Housing Council for HUD-approved homebuyer education workshops at no charge to the public at the City Senior Center. In 2015, three homebuyer workshops were offered, with approximately 42 participants at each workshop.
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**Goal 5: Enhance the quality of existing residential neighborhoods in Perris, through maintenance and preservation, while minimizing displacement impacts.**

Action 5.1:	As a means of further leveraging housing assistance, the City will cooperate with the Riverside County Housing Authority to promote resident awareness and application for County-run housing assistance programs. These programs include: 1) Home Improvement Program; 2) Rental Rehabilitation Program; 3) Enhanced Senior Home Repair Program and; 4) Department of Community Action (DCA) Utilities and Weatherization Program. The County offers a variety of housing assistance programs that can supplement the City's current housing programs. As the City has little control over how the County's programs are administered the City will be responsible for providing program information on the City's website, in the City's newsletter and at City Hall.	Housing Authority/County of Riverside Housing Authority	Completed	On June 20, 2015, the City hosted a Housing Expo that provided information on its existing housing programs. Also, the expo provided information that included the importance of budgeting to make on-time mortgage payments, the home-buying process, how to identify predatory lending, understanding the mortgage-loan process and how a credit score can affect a potential purchase.  The Riverside County Housing Authority provided information on their existing homebuyer and rehabilitation programs.  The City continues to maintain code compliance by ensuring building safety and integrity of residential neighborhoods.
Action 5.2:	Maintain code compliance to ensure building safety and integrity of residential neighborhoods. Enforce the building code through issuance of a permit prior to construction, repair, addition to, or relocation of any residential structure.	Planning Division and Building Division	Ongoing Implementation	According to the building and safety activity summary, in 2015, 14 dwelling were demolished due to fire damage, abandoned, and unsafe conditions.
Action 5.3:	Monitor the substandard dwellings which cannot be economically repaired and remove when necessary and feasible.	Housing Authority	Continued Implementation	

**Goal 6: Encourage energy conservation activities in all neighborhoods.**

Action 6.1:	Encourage maximum utilization of Federal, State, and local government programs, such as the County of Riverside Home Weatherization Program and Western Riverside Council of Governments HERO program, and assist homeowners in providing energy conservation measures.	Housing Authority/Riverside County Home Weatherization Program	Ongoing Implementation	On June 20, 2015, the City hosted a Housing Expo that provided energy savings assistance programs from various company such as Southern California Gas and Grid Alternatives. Southern California Gas provided information on its energy assistance program and Grid Alternatives provide information on its solar installation for low income.
Action 6.2:	Maintain and distribute literature on energy conservation, including solar power, additional insulation, and subsidies available from utility companies, and encourage homeowners and landlords to incorporate these features into construction and remodeling projects.	Planning Division	Ongoing Implementation	The City continues to provide its residents with literature about energy conservation such of solar power. Also, energy conservation are included in its Housing Newsletter.  The city supports and continues to work with a non-profit to help promote its solar panel program.
Action 6.3:	Facilitate sustainable development in the City by enforcing the goals, policies, and implementation measures established in the Sustainable Community section in the Conservation Element.	Planning Division/Building Division	Completed	New buildings within the City are required to have a multitude of sustainable measures as required by the CA Building Code (Green Code).

Action 6.4:	The City shall develop a local action plan for reduction of greenhouse gas emissions.	Planning Division/Development Services Department	Completed	The City is in the participation progress with WRCOG for the sub-regional Climate Action Plan (CAP).
<b>Goal 7: Equal housing opportunity for all residents of Perris, regardless of race, religion, sex, marital status, ancestry, national origin, color, or handicap.</b>				
Action 7.1:	The City, in conjunction with the Riverside County Fair Housing Council, shall support efforts dedicated to working towards the elimination of the discrimination of housing by actively pursuing any complaints of housing discrimination within the City. Information detailing fair housing practices will be made available at City Hall and on the City's website. Additionally, the City will participate with the Riverside County Fair Housing Council to conduct workshops and seminars about landlord and tenant responsibilities and rights. The housing needs of persons with developmental disabilities are typically not addressed by Title 24 Regulations, and requires in addition to basic affordability, slight modifications to existing units, and in some instances, a varying range of supportive housing facilities. To accommodate residents with developmental disabilities, the City will seek State and Federal monies, as funding becomes available, in support of housing construction and rehabilitation targeted for persons with developmental disabilities. Perris will also provide regulatory incentives, such as expedited permit processing, and fee waivers and deferrals, to projects targeted for persons with developmental disabilities. To further facilitate the development of units to accommodate persons with developmental disabilities, the City shall reach out annually to developers of supportive housing to encourage development of projects targeted for special needs groups. Finally, as housing is developed or identified, Perris will work with the Inland Regional Center to implement an outreach program informing families within the City of housing and services available for persons with developmental disabilities. Information will be made available on the City's website.	Housing Authority/Riverside County Fair Housing Council	Ongoing Implementation	City supports the activities of Fair Housing Council of Riverside County, and activities are contracted through the CDBG program.
Action 7.2:	The housing needs of persons with developmental disabilities are typically not addressed by Title 24 Regulations, and requires in addition to basic affordability, slight modifications to existing units, and in some instances, a varying range of supportive housing facilities. To accommodate residents with developmental disabilities, the City will seek State and Federal monies, as funding becomes available, in support of housing construction and rehabilitation targeted for persons with developmental disabilities. Perris will also provide regulatory incentives, such as expedited permit processing, and fee waivers and deferrals, to projects targeted for persons with developmental disabilities. To further facilitate the development of units to accommodate persons with developmental disabilities, the City shall reach out annually to developers of supportive housing to encourage development of projects targeted for special needs groups. Finally, as housing is developed or identified, Perris will work with the Inland Regional Center to implement an outreach program informing families within the City of housing and services available for persons with developmental disabilities. Information will be made available on the City's website.	Housing Division/Development Services Department	Ongoing Implementation	City has a contract with Fair Housing Council of Riverside County to provide education and training of classes, advocacy services, investigate allegations of housing discrimination, and mediate landlord-tenant complaints.

**ANNUAL ELEMENT PROGRESS REPORT**  
**Housing Element Implementation**  
(CCR Title 25 §6202 )

Jurisdiction City of Perris  
Reporting Period 1-Jan-15 - 31-Dec-15

**Table A**  
**Annual Building Activity Report Summary - New Construction**  
**Very Low-, Low-, and Mixed-Income Multifamily Projects**

1	2	3	4			5	5a	6		7	8
			Very Low-Income	Low-Income	Moderate-Income			Above Moderate-Income	Assistance Programs for Each Development		
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes			Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development	Deed Restrictions	Deed Restricted Units	Housing without Financial Assistance or Deed Restrictions
			0	0	0	0	0	See Instructions	See Instructions	See Instructions	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.
			0	0	0	0	0				
			0	0	0	0	0				
			0	0	0	0	0				
			0	0	0	0	0				
<b>(9) Total of Moderate and Above Moderate from Table A3</b> ▶ ▶ ▶											
<b>(10) Total by income Table A/A3</b> ▶ ▶ ▶			0	0	0	0	0				
<b>(11) Total Extremely Low-Income Units*</b>											

\* Note: These fields are voluntary

# ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation (CCR Title 25 §6202 )

**Jurisdiction** City of Perris  
**Reporting Period** 1-Jan-15 - 31-Dec-15

**Table A2  
Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant  
to GC Section 65583.1(c)(1)**

Please note: Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes			(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low Income*	Very Low Income	Low Income	
(1) Rehabilitation Activity			TOTAL UNITS	
(2) Preservation of Units At-Risk				
(3) Acquisition of Units				
(5) Total Units by Income				

\* Note: This field is voluntary

**ANNUAL ELEMENT PROGRESS REPORT**  
***Housing Element Implementation***  
 (CCR Title 25 §6202 )

Jurisdiction City of Perris  
 Reporting Period 1-Jan-15 - 31-Dec-15

**Table A3**  
**Annual building Activity Report Summary for Above Moderate-Income Units**

	1.	2.	3.	4.	5.	6.	7.
No. of Units Permitted for Moderate	222						
No. of Units Permitted for Above Moderate	0						

\* Note: This field is voluntary

**ANNUAL ELEMENT PROGRESS REPORT**  
**Housing Element Implementation**  
(CCR Title 25 §6202 )

Jurisdiction City of Perris  
Reporting Period 1-Jan-15 - 31-Dec-15

**Table B**  
**Regional Housing Needs Allocation Progress**  
**Permitted Units Issued by Affordability**

Income Level	Allocation by Income Level	Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.										Total Units to Date (all years)	Total Remaining RHNA by Income Level		
		2014 Year 1	2015 Year 2	2016 Year 3	2017 Year 4	2018 Year 5	2019 Year 6	2020 Year 7	2021 Year 8	Year 9					
Very Low	Deed	359	0												667
	Restricted Non-deed restricted	1,026													
	Deed	0	0												
Low	Restricted Non-deed restricted	681													681
	Deed	0	0												
	Non-deed restricted	0	0												
Moderate	Deed	0	0												759
	Non-deed restricted	0	0												
	Above Moderate	1,814	444												
Total RHNA by COG Enter allocation number:		4,280	444												803
Total Units		359	444												
Remaining Need for RHNA Period													3,593		

\*Note: 2015 total numbers of Above Moderate is a lump sum with 2014 (222) Above Moderate which were not included in previous annual progress reporting.





**ANNUAL ELEMENT PROGRESS REPORT**  
***Housing Element Implementation***  
(CCR Title 25 §6202 )

Jurisdiction City of Perris  
Reporting Period 1-Jan-15 - 31-Dec-15

Jurisdiction	Reporting Period	1-Jan-15	31-Dec-15

General Comments:

CITY COUNCIL  
AGENDA SUBMITTAL

Meeting Date: March 29, 2016

**SUBJECT:** Award of a one year contract to Path of Life Ministries for Fiscal Year 2016-2017 Homeless Services in the City of Perris

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

**CONTACT:** Darren Madkin, Deputy City Manager 

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**BACKGROUND:**

In FY 2014-2015 and FY 2015-2016 Path of Life Ministries (POLM) was awarded federal Community Development Block Grant (CDBG) funds for Homeless Outreach services which included street outreach, case management, referrals, community shelter bed nights and transportation vouchers. POLM submitted an application for \$54,148 in FY 2016-2017 CDBG funding, to provide homeless outreach services. Staff is not recommending funding for POLM from block grant funds next fiscal year in lieu of recommending a contract award for homeless services funded through Perris Housing Authority housing funds.

**DISCUSSION:**

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

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

Since redevelopment set aside funds are no longer collected to fund low and moderate housing projects, Housing Successors are allowed to fund their operations through program income. Program income includes loans or grants receivables, funds derived from rents or operation of properties, including residual receipt payments from developers, and rental income from housing tenants or operators. The program income for the Perris Housing Authority was reviewed and it was determined that the program income received in FY 14/15 from the Perris Housing Authority reached the allowed limit of \$200,000. The excess program income, which totals \$120,000, has been set aside for homeless services such as the outreach program proposed by POLM.

Under the proposed contract services agreement, beginning July 1, 2016 POLM will provide the following services:

- **Provide 4 days/week coverage homeless outreach services-**  
POLM will provide a two person outreach team 2 days/per week to engage individuals and address emergencies in the streets and one person 2 days/per week to be present in an office space in Perris to be available to meet with homeless individuals in need of assistance. POLM staff will provide referrals, case management and case plans, transportation vouchers, bed nights at their community shelter and assessments to determine the cause of homelessness, identify barriers and determine permanent housing needs through Rapid Rehousing (RRH) or Permanent Supportive Housing (PSH).
- **Coordination of the Point in Time Count**  
POLM will provide coordination for the 2017 Point in Time Count in Perris to be conducted in January 2017 in collaboration with the County of Riverside efforts as per the U.S. Department of Housing and Urban Development (HUD) requirements.

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

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**BUDGET (or FISCAL) IMPACT:**

There are sufficient Housing Authority funds for this contract. The Fiscal Year 2016-2017 budget would need to be amended to include the budget for this contract.

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Prepared by: Sara Cortés de Pavón, Grants Manager *SP*  
Reviewed by: Ron Carr, Assistant City Manager *RC*  
Reviewed by: Sabrina Chavez, Assistant Director of Community Services and Housing *SC*  
Consent: XX  
Public Hearing:  
Business Item:



**PATH** of  
**LIFE**  
**MINISTRIES**

**MAILING ADDRESS**  
P.O. Box 1445  
Riverside, CA 92502  
951.786.9048  
www.thepathoflife.com

**PHYSICAL ADDRESS**  
Monday-Thursday  
9:00am-5:00pm  
6216 Brockton Ave. #211  
Riverside, CA 92506

**RESCUING RESTORING & REBUILDING LIVES**

3/17/2016

City of Perris Housing Authority  
24 South D Street, Suite 102  
Perris, CA 92570

Dear Ms. Sara Cortez-dePavon:

Path of Life submits this proposal for Homeless Intervention Services within the City of Perris, CA based on our conversation with the City of Perris Housing Authority about the current level of need in the city.

**Option #1: This provides the 5 day/week coverage, continued bed nights, and coordination of the point in time count**

- Provide one-person 3 days/per week to be present in an office space (yet to be determined) in Perris. This person would be available to meet with those who need help, give direction, and contact our "Homeless Intervention" (outreach) team to address emergencies and/or engage the individuals when they are in Perris.
- Continue to provide the two-person "Homeless Intervention" (outreach) team on site 2 days/per week as described in the CDBG Application (Attached)
- Provide bed nights at the Community Shelter as described in the CDBG Application (Attached)
- Provide coordination for the 2016 Point-In-Time Count in Perris in collaboration with the County of Riverside Efforts.
- Cost: \$72,794.00

**Option #2: This provides the same as above except that it only puts us on site 4 days/week instead of 5.**

- Provide one-person 2 days/per week to be present in an office space (yet to be determined) in Perris. This person would be available to meet with those who need help, give direction, and contact our "Homeless Intervention" (outreach) team to address emergencies and/or engage the individuals when they are in Perris.
- Continue to provide the two-person "Homeless Intervention" (outreach) team on site 2 days/per week as described in the CDBG Application (Attached)
- Provide bed nights at the Community Shelter as described in the CDBG Application (Attached)
- Provide coordination for the 2016 Point-In-Time Count in Perris in collaboration with the County of Riverside Efforts.
- Cost: \$64,940.00

Thank you for the opportunity to explore this with you, and are looking forward to hearing back from you regarding how you would like move forward with services.

Sincerely,

Damien O'Farrell, CEO  
Path of Life Ministries



## **PROJECT DESCRIPTION**

**Describe the proposed project and each activity for which your agency is requesting CDBG funding. For each activity listed:**

1. Provide detailed descriptions of the activity/service;
2. Timeline to complete each activity;
3. The frequency of service delivery (i.e. daily, weekly, monthly);
4. How the service is provided (i.e. one-on-one meetings; group sessions; classroom setting; client home visits; phone referrals); and
5. If you are performing a CIP Public Facility/Infrastructure Project or Housing Rehabilitation, provide the type of rehabilitation, bidding process, site preparation, relocation, Lead-Based Paint, construction/renovation work, project status inspections, whether subcontractors and/or volunteers will be utilized to perform activities; LMI client/household occupancy; final public access or occupancy; and timeline to complete each activity.

*If more space is needed, attach a separate sheet and indicate #9 PROJECT DESCRIPTION at the top of page.*

The proposed project is assisting the City of Perris in addressing homeless needs for residents in the HUD approved census tract areas with mobile outreach, case management and shelter options. There will be a mobile outreach team of two case managers, who will travel about the city, twice a week, connecting with the homeless and those who might be homeless to provide stabilization, supportive services referrals, shelter options, Rapid Rehousing (RRH) and Permanent Supportive Housing (PSH) for families or individuals who are at risk of homelessness, or homeless.

The mobile outreach team consists of two people for safety as they travel about the City of Perris connecting with the homeless at parks, transportation centers, faith-based feeding programs, encampments and other identify locations such as in Zone 1 behind Carenas Market and Ramona Storm Drain. In Zone 2 old police station and library and Zone 3 B and 11<sup>th</sup> streets and Monument Ranch Park.

The services provided will be done twice a week:

- The outreach team will be in the City of Perris for 10 hours a week with a van to travel to sites where they can meet up with the homeless, build trust, and address the needs of the homeless who express the desire for support. The other 8 hours will be used for travel to shelter, housing navigation for the homeless and administrative reports.
- The outreach team will offer case management services to the homeless and begin the case management process with an assessment survey to determine the cause of homelessness and the barriers to overcoming homelessness. In addition, a VI-SPDAT assessment will be conducted to determine permanent housing need (Rapid Rehousing (RRH) or Permanent Supportive Housing (PSH)).
- A case plan will be established with referrals as needed and the offer of shelter with POLM through shelter bed night vouchers, transportation vouchers and for those who qualify for RRH or PSH (RRH & PSH funded with CoC dollars not Perris CDBG funds.).
- The outreach team will have a card/flyer to handout listing services by name; phone number and street address as a referral tool to groups as such veterans' services, social security administration, workforce investment office, County departments such as Public Social Services and Mental Health.

The program outcomes and timeline for completing the proposed project is July 1, 2016 and ending June 30, 2017. The project outcomes will be reported on quarterly per CDBG requirements with growing service numbers each quarter until expected outcome goals are reached or exceeded.

1. POLM will have established outreach locations and sites will be mapped so the homeless can contact for assistance in helping with their needs.
- Outreach team will introduce themselves to nearby businesses where the team will meet with the homeless and explain the services of POLM as it relates to the homeless.
  - POLM will print and hand out a schedule of sites and times/dates where the outreach team will be each

week. The schedule will be provided to the City and nonprofits. The outreach team will keep a list by spreadsheet of introduction made to business by company name, date and time. POLM will assess the success of meetings sites and make adjustments throughout the program year. Success of outreach sites will be determined by the number of homeless meeting with the outreach team at each site and the safety of each site for the homeless, neighborhood and POLM staff.

2. The city, school district and nonprofits will be informed and be knowledgeable about the outreach team and services provided to the homeless. As well, POLM will know about services provided by the Perris community.

- The outreach team will visit the city, school districts and nonprofits to make introductions about Path of Life and learn of services being offered by each group.

- The outcome will be measured by a log/spreadsheets that names points of contact with phone numbers and a brochure will be given to each point of contact regarding outreach services.

3. Case management services will be provided for up to 60 homeless in the program year and up to 300 referrals for services will be share with the homeless to overcome barriers to self-reliance.

- Conduct assessments on homeless who choose case management services to determine cause of homelessness. Up to 60 assessments will be conducted in the program year.

- Establish case plans for the homeless who are enrolled in case management and address barriers effecting self-reliance – up to 60 in a program year.

- Provide referrals to community services as needed to aid in overcoming barriers to self-reliance – up to 300 referrals.

- A point in time contact log will be maintained on a spreadsheet for each homeless contact by date of contact, income status, zip code, and services provided (assessment, referrals, etc.). For the homeless being case managed a case file will be created and each file will include enrollment form, assessment survey, referrals made and outcomes of referrals, plus a case plan. Success will be evaluated by serving up to 60 in the program year and making up to 300 referrals.

4. Up to 40 will be enrolled in shelter care with POLM during the program year.

- Offer shelter care with POLM to homeless wanting shelter and enrolling up to 40 in one of the POLM shelters.

- 15 nights of shelter care will be provided by the City of Perris for up to 40 individuals, and if a person stays more then 15 days POLM will pay the shelter cost with other funding sources.

- Provide transportation vouchers to the shelters for up to 40 individuals.

- All outcomes will be recorded on a spreadsheet by client name, date and type of service. Shelters will report the number of nights by signature that a Perris resident stays at a shelter for up to 15 days and POLM will invoice the city monthly for payment of bed nights per an agreed upon bed night form. POLM will track the number of transportation vouchers used monthly to get to shelter care and invoice the city per an agreed upon form.

**Criteria of the Eligible Activity** – POLM meets the eligible public services program activity categories by serving the homeless. The outreach team will be aiding in creating a suitable living environment by addressing a priority community issue for the City of Perris – homelessness. The outreach team will offer prevention and intervention services to the homeless to aid them towards self reliance with such tools as community referrals to attain identification, public benefits, health services, and shelter care.

**Subcontractors and/or Volunteers** – Path of Life Ministries (POLM) will not have any subcontractors for the project. The outreach team may have volunteers/or a non-paid intern (see attachment Project Description) assist in outreach to substitute for a case manager who is ill or on vacation. All POLM volunteers start their volunteerism with an application process which includes a background check and training at shelter sites within POLM scope of services.

**CITY OF PERRIS**  
**CONTRACT SERVICES AGREEMENT FOR HOMELESS SERVICES**

This Contract Services Agreement ("Agreement"), is made and entered into this 29<sup>th</sup> day of March, 2016, by and between the City of Perris, a municipal corporation ("City"), and Path of Life Ministries, ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

**1.0 SERVICES OF CONSULTANT**

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

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

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

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

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

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

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

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

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

## 2.0 COMPENSATION

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

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

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



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

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

### **3.0 PERFORMANCE SCHEDULE**

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect beginning July 1, 2016 until completion of the services no later than June 30, 2017.

### **4.0 COORDINATION OF WORK**

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

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

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

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

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

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

## 5.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

## 5.2 Indemnification.

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

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

## 6.0 **RECORDS AND REPORTS**

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

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

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

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

## **7.0 ENFORCEMENT OF AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

## 9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

ATTEST:

"CITY"  
CITY OF PERRIS

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

By: \_\_\_\_\_  
Daryl R. Busch, Mayor

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

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

"CONSULTANT"  
Path of Life Ministries

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

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

[END OF SIGNATURES]



## EXHIBIT "A"

### SCOPE OF SERVICES

**Provide 4 days/ week coverage, continued bed nights, and coordination of the point in time count as follows:**

- ❖ Provide one-person 2 days/per week to be present in an office space (yet to be determined) in Perris. This person would be available to meet with those who need help, give direction, and contact our “Homeless Intervention” (outreach) team to address emergencies and/or engage the individuals when they are in Perris;
- ❖ Provide two-person “Homeless Intervention” (outreach) team on site 2 days/per week as follows:
  - Outreach team will be in the City of Perris for 10 hours a week with a van to travel to sites where they can meet with the homeless, build trust, and address the needs of the homeless who express a desire for support, provide transportation to shelter, and provide housing navigation for homeless and conduct administrative reports;
  - Outreach team will offer case management services for up to 60 homeless and begin the case management process with an assessment survey to determine the cause of homelessness and the barriers to overcoming it. In addition, VI-SPDAT assessment will be conducted to determine permanent housing needs Rapid Rehousing (RRH) or Permanent Supportive Housing (PSH);
  - Case Plan will be established for those individuals who are provided with case management services with referrals as needed and the offer of shelter with Path of Life Ministries through shelter bed night vouchers, transportation vouchers for those who qualify for RRH or PSH; and
  - Outreach team will provide up to 300 referrals by distributing card/flyer with listing of services by name, phone number, and street address for services such as veteran’s services, social security administration, workforce investment office, and County departments such as public social services and mental health.
- ❖ Provide up to 450 bed nights of shelter care at the Community Shelter;
- ❖ Provide transportation vouchers to the Community Shelter for up to 40 individuals; and
- ❖ Provide coordination for the 2017 Point in Time Count in Perris (January 2017) in collaboration with the County of Riverside efforts.

**EXHIBIT "B"**

**SPECIAL REQUIREMENTS**

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**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

[Insert or Attach]

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

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

## EXHIBIT "D"

### SCHEDULE OF PERFORMANCE

Consultant shall commence Homeless Services starting July 1, 2016 and end June 30, 2017. Project outcomes will be reported on quarterly reports with growing service numbers each quarter until expected outcome goals are reached or exceeded.

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

CITY COUNCIL/REDEVELOPMENT AGENCY  
AGENDA SUBMITTAL

**Meeting Date: March 29, 2016**

**SUBJECT:** Goetz Road Survey

**REQUESTED ACTION:** Authorize City Manager to Sign Contract with Action Surveys for Sum of \$48,900 Plus 15% Contingencies

**CONTACT:** Habib Motlagh, <sup>dl</sup> City Engineer

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**BACKGROUND/DISCUSSION:** The preliminary Engineering & Planning work for Goetz Road project between Case & Mapes Road is underway. The survey work as expressed on the attached proposal is required to continue with right of way research and feasibility to widen the road and improve traffic circulation.

Mr. Ybarra is the surveyor familiar with City of Perris and has worked in our area for several years.

The City Attorney and Engineering Staff will coordinate the preparation of right-of-way documents, appraisals, and other documents.

---

**BUDGET (or FISCAL) IMPACT:** The cost of the survey and other engineering work is reimbursed through various sources including Gas Tax, Development Impact Fee and Measure "A".

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Reviewed by:

City Attorney  
Assistant City Manager *de*

**Attachments:** Proposal Dated March 7, 2016 by Action Survey

Consent: Yes  
Public Hearing:  
Business Item:  
Other:

# Action Surveys

SURVEYING • PLANNING • SUBDIVISIONS

March 7, 2016

Attn. Habib Motlagh  
Tri Lake Consultants  
24 S. "D" Street  
Perris, CA 92570

Re: Topographic Survey and Topographic Mapping for Goetz Road between Case Road and a point 300' South of the Goetz Road Bridge over the San Jacinto River, Perris, CA.

Dear Mr. Motlagh:

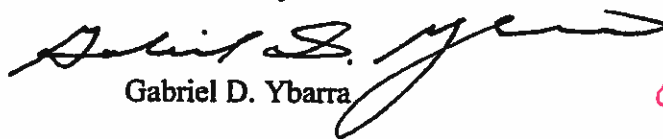
My proposal for providing you with the Topographic Survey and Topographic Mapping services you have requested for the preparation of Street Improvement Plans along Goetz Road from Case Road to a point 300 feet south of the Goetz Road Bridge over the San Jacinto River is as follows:

1) Supervision, Coordination and Map Review	\$ 3,200.00
2) Horizontal and Vertical Control Survey	\$ 6,720.00
3) Provide 40 Scale Aerial Map 150 feet each side of centerline	\$ 8,000.00
4) Perform Detailed Topographic Survey at 50 foot intervals	\$ 15,680.00
5) Compile Survey Data, Prepare AutoCAD Sheets with 2D Topographic features and showing project Right of Way lines.	\$ 6,400.00
6) Prepare R/W & TCE Plats and Provide Legal Descriptions for 30 properties more or less.	<u>\$ 15,000.00</u>
<b>TOTAL ESTIMATED PROJECT COST</b>	<b>\$55,300.00</b>

If you wish to engage me for these services, please forward an authorization to proceed.

Thank you for considering Action Surveys for your Surveying and Mapping needs.

Sincerely,

  
Gabriel D. Ybarra

GDY/ry  
TriLakeTopoGoetzRoad-propR1

Ok. Oscar Olmedo  
3/07/16

CITY COUNCIL/REDEVELOPMENT AGENCY  
AGENDA SUBMITTAL

Meeting Date: March 29, 2016

SUBJECT: 4<sup>th</sup> Street Traffic Report

REQUESTED ACTION: Adopt the Report Prepared by RK Engineering dated March 3, 2016

CONTACT: Habib Motlagh,  City Engineer

---

BACKGROUND/DISCUSSION: The traffic division of the Sheriff's Department requested a review of the speed and accident history along 4<sup>th</sup> Street. RK Engineering in the attached report on page 5 summarize their recommendations including additional enforcement and future studies.

The recommended speed is to maintain the existing speed limits on both sides of "A" Street.

---

BUDGET (or FISCAL) IMPACT: The cost to implement various recommendations is paid for from various Transportation Fees and Gas Tax. The cost for additional enforcement is normally included in Sheriff's annual contract and said contract may have to be amended to include additional enforcement.

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Reviewed by:

City Attorney  
Assistant City Manager 

Attachments: Traffic Report

Consent: Yes  
Public Hearing:  
Business Item:  
Other:

# 4TH STREET TRAFFIC REVIEW City of Perris, California





March 3, 2016

Mr. Habib Motlagh  
CITY OF PERRIS  
24 South "D" Street, Suite 100  
Perris, CA 92570

**Subject: 4<sup>th</sup> Street Traffic Review, City of Perris**

Dear Mr. Motlagh:

**Introduction**

RK ENGINEERING GROUP, INC. (RK) is pleased to provide this Engineering and Traffic Review of 4<sup>th</sup> Street from Navajo Road to C Street, in the City of Perris. The study area is shown in Exhibit A. There have been a number of collisions along 4<sup>th</sup> Street during the last several years which has prompted the City of Perris to review current operating conditions from a traffic safety standpoint along this roadway.

The purpose of the study is to evaluate existing traffic conditions, including collision history, along 4<sup>th</sup> Street from Navajo Road to C Street. The study has evaluated collision history during the past three years along the study roadway segment as well as at the following intersections:

- 4<sup>th</sup> Street at C Street;
- 4<sup>th</sup> Street at B Street;
- 4<sup>th</sup> Street at A Street;
- 4<sup>th</sup> Street at Park Avenue;
- 4<sup>th</sup> Street near the shopping center exit; and
- 4<sup>th</sup> Street near Navajo Road.

Additionally, RK has obtained a speed survey along the roadway segment of 4<sup>th</sup> Street between Navajo Road and A Street.

The following sections summarize the analysis completed to determine existing conditions and recommendations for the study area of 4<sup>th</sup> Street from Navajo Road to C Street.

### **Existing Conditions**

As shown in Exhibit A, 4<sup>th</sup> Street is an existing four lane (two lanes in each direction) arterial from Navajo Road to C Street. A striped two-way left turn median is provided for the majority of the length, with a raised median provided near the shopping center to the west of Park Avenue. Designated left turn pockets are provided at major intersections including C Street, B Street, A Street, Park Avenue, the shopping center entrances, and Navajo Road. The intersections of 4<sup>th</sup> Street at C Street, A Street and Navajo Road are signalized. The intersections of Ramona Boulevard at B Street and Park Avenue are cross-street stop controlled intersections.

RK conducted a field review of existing conditions along 4<sup>th</sup> Street between C Street and Navajo Road. At the present time, the striping and pavement markers are in decent condition, however a fresh restripe should be considered in the near future. Safety lighting is provided along the entire study segment.

Previously there was an engineering and traffic survey of the City of Perris prepared by RK Engineering Group, Inc. dated October 16, 2014. A copy of this study is included in Appendix A. The results of the previous engineering and traffic survey recommended a speed limit of 45 mph on 4<sup>th</sup> Street west of A Street, a speed limit of 35 mph on 4<sup>th</sup> Street east of A Street, and a speed limit of 25 mph on A Street south of 4<sup>th</sup> Street. At the time the survey was conducted, A Street north of 4<sup>th</sup> Street was under construction and was not analyzed.

### **Traffic Survey and Traffic Volumes**

RK has conducted a radar speed survey at one location along 4<sup>th</sup> Street between Navajo Road and A Street. The radar survey can be found in Appendix B. At the present time, the 85<sup>th</sup> percentile along 4<sup>th</sup> Street is 52 mph with the 10 mph pace speed being 45-54 mph. These speeds are slightly higher than the 85<sup>th</sup> percentile speeds and pace speeds conducted in conjunction with the 2014 survey, which indicated a 85<sup>th</sup> percentile speed of 51 mph and a 10 mph pace speed of 43-52 to mph on 4<sup>th</sup> Street between Navajo Road and A Street.

Based upon the 85<sup>th</sup> percentile speed of 52 mph, normally the recommended speed limit would be 50 mph. However, as a result of the number of collisions due to unsafe speed, as discussed below, it is recommended that a 45 mph speed limit would be more appropriate for this roadway.

### **Collision History Review**

RK has evaluated the study area collision history from 2013 to 2015, collected from the Statewide Integrated Traffic Records System (SWITRS) database. It should be noted that a recent fatal collision that occurred on 4<sup>th</sup> Street was not included in the SWITRS database. A total of 60 collisions occurred during the three-year period from 2013 to 2015:

- Six (6) of the collisions occurred near the intersection of 4<sup>th</sup> Street at C Street;
- Three (3) of the collisions occurred near the intersection of 4<sup>th</sup> Street at B Street;
- Twenty-Seven (27) of the collisions occurred near the intersection of 4<sup>th</sup> Street at A Street;
- Seven (7) of the collisions occurred near the intersection of 4<sup>th</sup> Street at Park Avenue;
- Six (6) of the collisions occurred near the intersection of 4<sup>th</sup> Street at the shopping center exit;
- Five (5) of the collisions occurred near the intersection of 4<sup>th</sup> Street at Navajo Road; and
- Six (6) of the collisions did not occur near an intersection but along the roadway segment of 4<sup>th</sup> Street between Navajo Road and C Street.

The SWITRS collision history is provided in Appendix C. There was a total of 1 collision with a fatality and 34 injury collisions during the three-year period. It should be noted that this is just based off of information provided by SWITRS, which does not include the recent fatality reported by the City of Perris Police Department.

The primary collision types are shown in Table 1. It should be noted that 21 collisions (35.0%) occurred as a result of rear-end type collision, 20 collisions (33.3%) occurred as a result of broadside type collisions, and 12 collisions (20.0%) occurred as a result of sideswipe type collisions.

The primary collision factor types are shown in Table 2. It should be noted that 19 collisions (31.7%) occurred as a result of unsafe speed, 12 collisions (20.0%) occurred as a result of improper turns, and 11 collisions (18.3%) occurred as a result of right-of-way violations.

A review of the time of day for the collisions was also conducted as part of this study. A summary of the conditions which occurred during the collisions is shown in Table 3. Overall, approximately 73% of all collisions occurred during daylight.

A review of the individual collisions that occurred along 4<sup>th</sup> Street from Navajo Road to C Street yields the following results summary:

- Excessive rear ends are occurring at the intersection of 4<sup>th</sup> Street at A Street from all directions. It appears vehicles traveling in all directions are traveling at excessive speeds.
- At the intersection of 4<sup>th</sup> Street at A Street, there are a number of improper turns for the northbound / southbound directions. This could be due to the northbound / southbound permissive left-turn phase.
- Near the shopping center exit on 4<sup>th</sup> Street, there are a number of right-of-way violations. This could be due to vehicles completing a left turn out of the shopping center not have sufficient room to accelerate into the main traffic flow.

The remaining collisions are typical occurrences that are expected over a three-year observation period. There are no additional areas where speeding, improper turning, or short sight distance is an excessive issue.

### **Findings**

The following findings have been determined in this engineering and traffic study:

1. RK has conducted a review of collision history along 4<sup>th</sup> Street from Navajo Road to C Street. In some cases, the existing collision rates at intersections are significantly greater than what would typically be expected by these types of intersections for typical urban conditions. Those cases are outlined in the section above.
2. RK obtained updated radar speed surveys and traffic counts along 4<sup>th</sup> Street. The 85<sup>th</sup> percentile speed was 52 mph with a 10 mph pace speed of 45-54 mph. Typically, this would indicate a posted speed limit of 50 mph, however, as a result of the number of collisions as a result of excessive speed, a lower speed limit of 45 mph would be more appropriate.
3. Speed has played a significant role as the cause of numerous collisions in this area, which would further justify the lower speed limit.
4. RK has developed a series of recommendations (below) which can be implemented over the near-term and long-term to improve traffic operations and safety along 4<sup>th</sup> Street from Navajo Road to C Street.

### **Recommendations**

As a result of this review, RK would recommend a number of items be considered by the City of Perris. Some of these items can be implemented during the short-term and others will have to be considered for long-term implementation, since it will require substantial capital costs to implement these improvements in the city's capital improvement program. The following items are recommended by RK:

1. Consider lowering the speed limit for A Street from Metz Road to 4<sup>th</sup> Street as a result of the higher than expected collision rates. It is recommended that this change be discussed with the Police Services Department and an updated Engineering and Traffic Survey be prepared. The lower speed limit may help reduce the high number of rear end collisions.
2. Increase police enforcement of this segment of 4<sup>th</sup> Street. The presence of police officers should help to lower the speed of vehicles on the roadway.
3. Installation of radar feedback signs in along 4<sup>th</sup> Street in both directions, as well as along A Street north of 4<sup>th</sup> Street. These will alert drivers to the speed limit, and help to lower the speed of vehicles on the roadway.
4. Install protected northbound / southbound phasing. The protected phasing may help to reduce the number of northbound / southbound right-of-way and improper turn collisions.
5. Shorten the raised median near the shopping center exit. Currently, vehicles are having difficulty merging onto 4<sup>th</sup> Street due to the short acceleration distance (approximately 100 feet). More acceleration time could help reduce the number of right-of-way collisions occurring in this area.
6. Refresh all striping and pavement markers along 4<sup>th</sup> Street from Navajo Road to C Street.
7. After one (1) year of implementing the recommendations, the City should review traffic conditions on 4<sup>th</sup> Street to determine the effectiveness of the traffic and safety measures along the roadway. Further recommendations may be required.


Mr. Habib Motlagh  
CITY OF PERRIS  
March 3, 2016  
Page 6

**Conclusions**

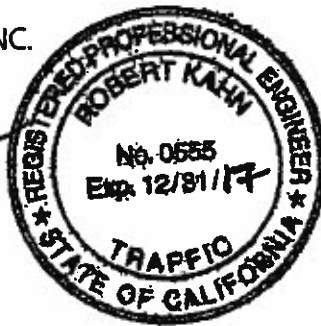
RK has completed an engineering and traffic review of 4<sup>th</sup> Street from Navajo Road to C Street. Based upon this review, RK has determined that the collision rates at some of the study intersections are more than what would be normally expected. Therefore, RK has made some recommendations to help lower the amount of collisions occurring.

If you have any questions regarding this or need further review, please call me at (949) 474-0809.

Sincerely,  
RK ENGINEERING GROUP, INC.



Robert Kahn, P.E.  
Principal



Tiffany Giordano, E.I.T.  
Engineer III

Attachments

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# Exhibits

Exhibit A  
Location Map



0352-2016-04 (ESA)

4TH STREET TRAFFIC REVIEW, City of Parris, California



engineering  
group, inc.



---

# Tables

**Table 1**  
**4<sup>th</sup> Street Between Navajo Road and C Street: Collision Type**

Location	Collision Type	Number of Occurances
4th Street near C Street	Rear End	2
	Sideswipe	2
	Broadside	2
	Head-On	0
	Auto / Ped	0
	Overtum	0
4th Street near B Street	Rear End	2
	Sideswipe	1
	Broadside	0
	Head-On	0
	Auto / Ped	0
	Overtum	0
4th Street near A Street	Rear End	12
	Sideswipe	6
	Broadside	7
	Head-On	2
	Auto / Ped	0
	Overtum	0
4th Street near Park Avenue	Rear End	2
	Sideswipe	0
	Broadside	5
	Head-On	0
	Auto / Ped	0
	Overtum	0
4th Street near shopping center exit	Rear End	1
	Sideswipe	0
	Broadside	4
	Head-On	0
	Auto / Ped	1
	Overtum	0
4th Street near Navajo Road	Rear End	1
	Sideswipe	2
	Broadside	1
	Head-On	0
	Auto / Ped	1
	Overtum	0
Unrelated to an intersection	Rear End	1
	Sideswipe	1
	Broadside	1
	Head-On	1
	Auto / Ped	1
	Overtum	1
Sub-Total	Rear End	21
	Sideswipe	12
	Broadside	20
	Head-On	3
	Auto / Ped	3
	Overtum	1
<b>Total</b>		<b>60</b>

**Table 2**  
**4<sup>th</sup> Street Between Navajo Road and C Street: Collision Factor**

Location	Collision Factor	Number of Occurances
4th Street near C Street	Unsafe Speed	3
	Improper Turn	1
	Right-of-Way	0
	Signal / Stop Sign Violation	1
	Lane Change	1
	Other / Unknown	0
4th Street near B Street	Unsafe Speed	2
	Improper Turn	1
	Right-of-Way	0
	Signal / Stop Sign Violation	0
	Lane Change	0
	Other / Unknown	0
4th Street near A Street	Unsafe Speed	10
	Improper Turn	7
	Right-of-Way	3
	Signal / Stop Sign Violation	2
	Lane Change	2
	Other / Unknown	3
4th Street near Park Avenue	Unsafe Speed	2
	Improper Turn	1
	Right-of-Way	3
	Signal / Stop Sign Violation	0
	Lane Change	0
	Other / Unknown	1
4th Street near shopping center exit	Unsafe Speed	1
	Improper Turn	0
	Right-of-Way	4
	Signal / Stop Sign Violation	0
	Lane Change	0
	Other / Unknown	1
4th Street near Navajo Road	Unsafe Speed	1
	Improper Turn	1
	Right-of-Way	0
	Signal / Stop Sign Violation	1
	Lane Change	0
	Other / Unknown	2
Unrelated to an intersection	Unsafe Speed	0
	Improper Turn	1
	Right-of-Way	1
	Signal / Stop Sign Violation	0
	Lane Change	0
	Other / Unknown	4
Sub-Total	Unsafe Speed	19
	Improper Turn	12
	Right-of-Way	11
	Signal / Stop Sign Violation	4
	Lane Change	3
	Other / Unknown	11
<b>Total</b>		<b>60</b>

**Table 3**  
**4<sup>th</sup> Street Between Navajo Road and C Street: Lighting**


<b>Location</b>	<b>Lighting</b>	<b>Number of Occurances</b>
4th Street near C Street	Daylight	6
	Dark	0
	Dusk / Dawn	0
4th Street near B Street	Daylight	3
	Dark	0
	Dusk / Dawn	0
4th Street near A Street	Daylight	17
	Dark	9
	Dusk / Dawn	1
4th Street near Park Avenue	Daylight	7
	Dark	0
	Dusk / Dawn	0
4th Street near shopping center exit	Daylight	5
	Dark	1
	Dusk / Dawn	0
4th Street near Navajo Road	Daylight	4
	Dark	1
	Dusk / Dawn	0
Unrelated to an intersection	Daylight	2
	Dark	4
	Dusk / Dawn	0
<b>Sub-Total</b>	Daylight	44
	Dark	15
	Dusk / Dawn	1
<b>Total</b>		<b>60</b>

CITY COUNCIL/REDEVELOPMENT AGENCY  
AGENDA SUBMITTAL

**Meeting Date: March 29, 2016**

**SUBJECT:** 4<sup>th</sup> Street Improvements Project

**REQUESTED ACTION:** Adopt the Plans and Specifications for 4<sup>th</sup> Street Improvements Project, Award Contract to All American Asphalt and Reject All Other Bids

**CONTACT:** Habib Motlagh,  City Engineer

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**BACKGROUND/DISCUSSION:** On March 17, 2016, bids were revealed via Active Bidder for 4<sup>th</sup> Street Improvements Project. Bids ranged from \$545,680 and \$813,000. The low bid was submitted by All American Asphalt.

All American Asphalt has completed similar street improvement and rehabilitation projects for the City of Perris and their work was considered acceptable. This project involves resurfacing of 4<sup>th</sup> Street and construction will take place at night (Monday through Friday) between the hours of 9:00 pm and 5:00 am.

Construction is planned to begin April 25, 2016 and 30 calendar days have been allotted to complete the project. This project is funded by Gas Tax and Caltrans Highway 74 relinquishment. Staff recommends Council adopt the plans and specifications, award the project to All American Asphalt, and authorize a contingency of 20% for construction as well as soft costs.

---

**BUDGET (or FISCAL) IMPACT:** Adopted Capital Improvements Program Sheet S-060 identifies adequate funds to complete the project.

---

Reviewed by:

City Attorney  
Assistant City Manager 

Attachments: CIP Sheet S060  
Bid Results  
Project Exhibit

Consent: Yes  
Public Hearing:  
Business Item:  
Other:

# CITY OF PERRIS

## Capital Improvement Program Project Details

**Project Title:** 4th Street Improvements

**Project Description:** Pavement Rehabilitation, Signal Modification and Miscellaneous Improvements Along 4th Street Between Redlands and 7th Street.

**Project Number:**  
S060

**Managing Department(s)**  
City Engineer



**Project Status:**

- New
- Pending
- RFP Prepared
- In Design
- Out to Bid
- Under Construction

**Impact on Future Operating Costs**

- Increase
- Decrease
- Minimal

**Project Statistics:**

Project related to: Origination Yr. 09/10

- Safety & Health
- Masterplan
- Council Goal

**Financial Requirements:**

<u>Initial Cost Estimate by Category</u>	<u>Estimate</u>
Land Acquisition / Right of Way	
Engineering / Architecture	
Internal Costs (staff & operational Expenses)	
Construction	
Construction Mgmt / Inspection	
Other - Specify _____	
<b>Total</b>	<b>750,000</b>



<u>Project Summary</u>	
Total Funded \$	1,050,000
Total Project Costs \$	40,800
Sub-total \$	1,009,200
Restricted Funds \$	
Available Funds \$	1,009,200
Restricted Funding <input type="checkbox"/> Yes <input type="checkbox"/> No	

**Funding Allocation**

Funding Source(s)	Fund	Budget 2014/2015	Budget 2015/2016	Plan 2016/2017	Plan 2017/2018	Plan 2018/2019	Plan 2019/2020	Plan 2020+
Dept of Transportation	157	709,200						
Gas Tax	136		300,000					
<b>Total</b>		<b>709,200</b>	<b>300,000</b>	-	-	-	-	

Initial Cost Estimate	750,000
Remains Unfunded	-

**Budget Amendment Notes**

Date	Description / Action	Adopted Budget	Amendment	Amended Budget
2009/10	External Contribution Budget	750,000		\$ 750,000
2015/16	Gas Tax Budget		300,000	\$ 1,050,000
	Funding Source:			
	Caltrans Highway 74 Relinquishment of \$750,000			
	Received \$750k 10-22-09			

4th Street Improvement Project

Post Date: 02/25/2016 10:38 PST

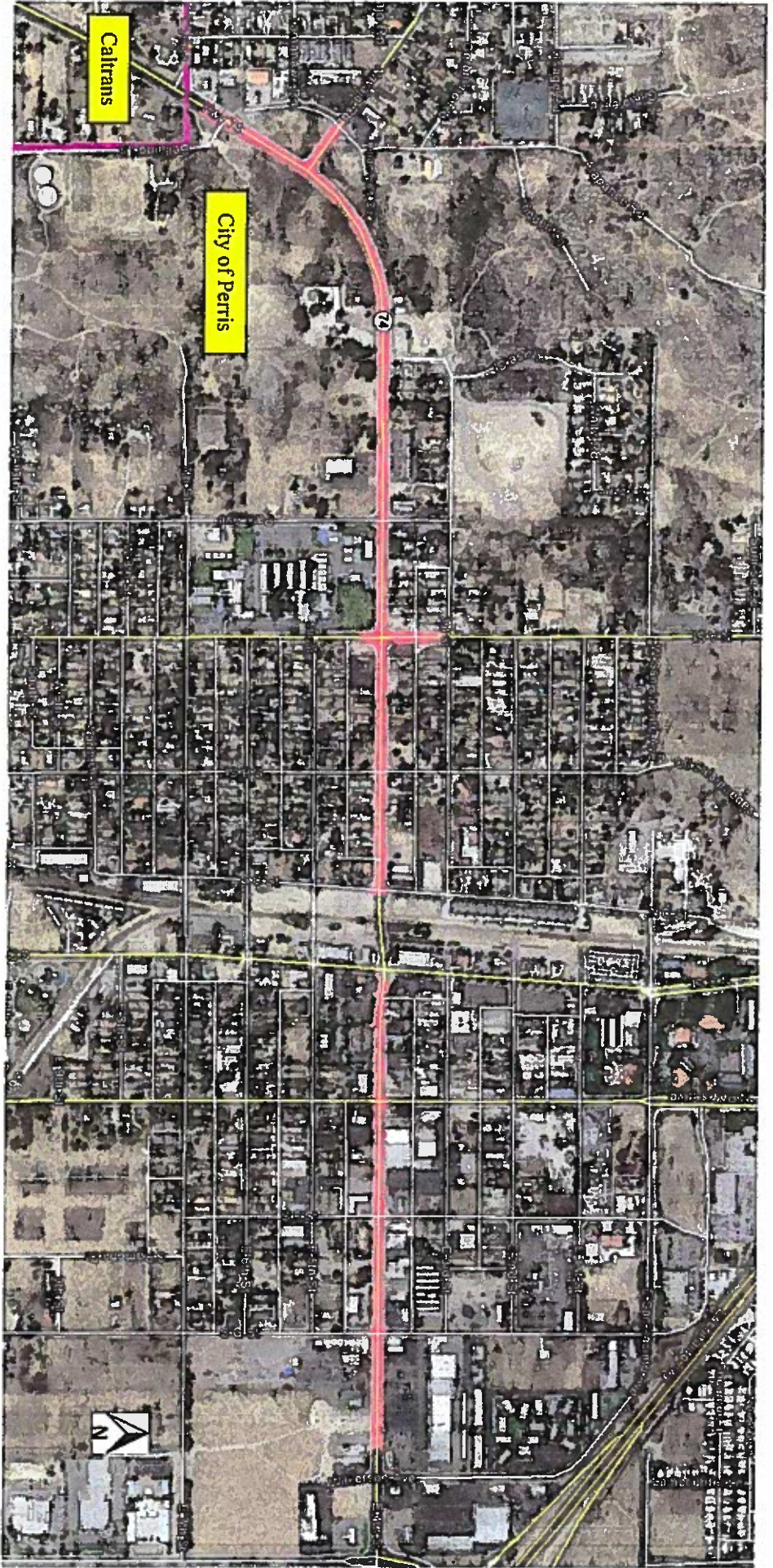
Due Date: 03/17/2016 before 14:00 PDT

Estimated Value: \$800,000

## Results / 5 total

#	Name	Company	Address	Phone	Amount	Submitted	Status
1	Luer, Mark	All American Asphalt	400 E 6th St. Corona, Corona 92878-2229	(951) 736-7600	\$545,680	03/17/2016 13:41:44	Apparent Low Bidder
2	De longh, Jennifer	R.J. Noble Company	15505 E. LINCOLN AVENUE ORANGE, CA 92865	714-637-1550	\$612,665	03/17/2016 13:45:28	
3	Pham, Tina	Hardy and Harper, Inc.	1312 E. Wamer Ave Santa Ana, CA 92705	(714)444-1851	\$636,000	03/17/2016 13:30:16	
4	Hickman, Mark	Matich Corporation	1596 Harry Sheppard Blvd. San Bernardino, California 92408	9093827400	\$748,600	03/17/2016 13:47:13	
5	Barrie, Bruce	Vance Corporation	2271 North Locust Avenue Rialto, CA 92377	(909) 355-4333	\$813,200	03/17/2016 13:51:48	

# City of Perris Overview



**NOTE: CONTRACTOR IS REQUIRED TO LOCATE, COVER, AND ADJUST TO GRADECOVER ALL EXISTING MANHOLES & VALVES COVERS FOR WATER, SEWER, TELEPHONE, ELECTRIC, CABLE TV AND OTHER FACILITIES AS REQUIRED (WHETHER CALLED-OUT OR NOT ON PLANS.)**

- Approximate Number of:
- Manholes = 18
  - Valves = 27

Project Area





CITY COUNCIL  
AGENDA SUBMITTAL

**Meeting Date March 29, 2016**

**SUBJECT:** Rotary Club of Perris request for a fee waiver for use of the Bob Glass Gym and Community Room

**REQUESTED ACTION:** That the City Council consider a waiver of rental fees for the Perris Honors Gala to be held on May 7, 2016 requested by the Rotary Club of Perris

**CONTACT:** Darren Madkin, Deputy City Manager



---

**BACKGROUND/DISCUSSION:**

The Rotary Club of Perris is a non-profit tax exempt organization based in the State of California, and is also a 501c3 based out of Illinois. They will be hosting the Perris Honors Gala to be held on May 7, 2016. The event is to honor City of Perris volunteers and employees that have gone above and beyond the call of duty during the previous year.


The Rotary Club of Perris is requesting that the City of Perris City Council authorize the waiver of rental fees associated with the reservation of the Bob Glass Gym and Community Room for their event. A copy of the letter request is attached with this submittal. The total value of the requested fee waiver is \$1,460.00 (refundable deposit \$250.00 and \$1,210.00 for rental and staff cost for Bob Glass Gym and Community Room).

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**FISCAL IMPACT:** The fees for use of Bob Glass Gym are \$1,460.00. This amount includes the rental and deposit fees.

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

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

**City Attorney:**

**Assistant City Manager:** Ron Carr 

**Attachments:** Waiver Request Letter from Rotary Club of Perris



# *Rotary Club of Perris*

March 14, 2016

To Whom It May Concern:

The Rotary Club of Perris has been serving the Perris Community for the past sixty years. Each year the Rotary Club of Perris hosts the Perris Honors Gala. At this event local service clubs, school districts, sheriff's department and the City of Perris honor volunteers and employees that have gone above and beyond during the previous year.

This year we would like to host the event in the Bob Glass Gymnasium on May 7, 2016. The Rotary Club of Perris is asking the City of Perris to waive the normal fees associated with the use of the facility. We are a non-profit organization and our Tax ID number is 36-1707667. This event is not a fundraiser for our club, but it in fact benefits the entire community. We thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Grant Bennett".

Grant Bennett  
Club Secretary

Rotary Club of Perris  
PO Box 186  
Perris, CA 92572  
951-830-6009

CITY COUNCIL  
AGENDA SUBMITTAL

Meeting Date March 29, 2016

SUBJECT: Annexation of Parcel Map 36010 to Flood Control MD No. 1

REQUESTED ACTION: Adoption of Resolution of Intention to Annex Parcel Map 36010 to Flood Control Maintenance District No. 1 and set a public hearing date of May 31, 2016

CONTACT: Habib Motlagh, City Engineer

---

BACKGROUND/DISCUSSION: PM 36010 is a 92.57-acre project located between Markham Street and the Ramona Expressway and between Brennan Avenue and Indian Avenue. The project is under the ownership of Prudential.

As a condition of approval, the project is required to annex into FCMD 1. This district provides revenue for the annual maintenance of interior streets (residential only) and flood control improvements installed in conjunction with new development. The project will benefit from the maintenance and servicing of public flood control facilities and from the interim maintenance and servicing of Riverside County Flood Control and Water Conservation District (RCFC&WCD) facilities that protect PM 36010 from inundation.

The public facilities include catch basins, under-sidewalk drains, and inlets; 18-, 24-, 36- and 42-inch reinforced concrete pipe; double reinforced concrete box and emergency spillway; and, participation in the earthen channel along Ramona Expressway extending from Perris Boulevard to the Perris Valley Storm Drain Channel.

The RCFC&WCD facilities include 1,350 lineal feet combination concrete trapezoidal channel and underground storm drain system; maintenance road and lift station; double and single reinforced concrete box; and, 1,740 lineal feet combination reinforced concrete box, 48" and 54" reinforced concrete pipes underground storm drain system and its associated transition structure.

---

BUDGET (or FISCAL) IMPACT: The maximum annual assessment is \$87,815.61, plus inflation factors 1) the "Common Labor, Construction Cost Index", as published by Engineering News Record in subsequent years, 2) the Southern California Edison rate increase(s) effective in subsequent years, and 3) the Eastern Municipal Water District rate increase(s) effective in subsequent years.

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Reviewed by:

Assistant City Manager 

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

Attachments: 1. Engineer's Report  
2. Resolution of Intention to Annex Parcel Map 36010 to Flood Control MD No. 1

Consent:

**AGENCY: City of Perris**

**PROJECT: Annexation of PM 36010  
To Benefit Zone 87, Flood Control Maintenance District No. 1**

**TO: City Council  
City of Perris  
State of California**

**REPORT PURSUANT TO "BENEFIT ASSESSMENT ACT OF 1982"**

Pursuant to the direction from the City Council of the City of Perris, submitted herewith is the "Report," consisting of the following parts, pursuant to the provisions of Part 1 of Division 2 of Title 5 of the Government Code of the **STATE OF CALIFORNIA**, being the "Benefit Assessment Act of 1982", as amended, commencing with Section 54703. This "Report" provides for the annexation into the District of additional parcels and the levy of assessments for the fiscal year commencing July 1, 2016 to June 30, 2017, for that area to be known and designated as:

**"Annexation of PM 36010  
To Benefit Zone 87, Flood Control Maintenance District No. 1"**

I do hereby assess and apportion the total amount of the costs and expenses upon the several parcels of land within said designated area liable therefor and benefited thereby, in proportion to the estimated benefits that each parcel receives, respectively, from said maintenance works of improvement and appurtenances.

Executed this 29<sup>th</sup> day of March, 2016

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**HABIB M. MOTLAGH, City Engineer  
CITY OF PERRIS  
STATE OF CALIFORNIA**

Final approval, confirmation and levy of the annual assessment and all matters relating to annexation and the Engineer's "Report" were made on the 31<sup>st</sup> day of May 2016, by adoption of Resolution No. \_\_\_\_\_ of the City Council.

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**NANCY SALAZAR, City Clerk  
CITY OF PERRIS  
STATE OF CALIFORNIA**

A copy of the Assessment Roll and Engineer's "Report" were filed in the Office of the City Clerk on the 29<sup>th</sup> day of March 2016.

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**NANCY SALAZAR, City Clerk  
CITY OF PERRIS  
STATE OF CALIFORNIA**

## Report

**PART 1. A General Description** of the flood control improvements includes facilities that will accommodate the storm flow and protect PM 36010 from inundation. These improvements channel, contain and convey the storm flow to the Perris Valley Storm Drain Channel. There are two categories of improvements to be maintained.

The first category of improvements was previously designated to be maintained under Benefit Zone 72. Benefit Zone 87 supersedes and replaces Benefit Zone 72. The boundary of Benefit Zone 87 encompasses the same parcels within the boundary of Benefit Zone 72.

The improvements under the first category are generally described as follows:

### Public (City) Facilities:

- Catch basins, under-sidewalk drains and inlets
- 18", 24", 36" and 42" reinforced concrete pipe
- Double reinforced concrete box
- Street Undercrossings
- Emergency Spillway
- Earthen Channel and facilities extending from Perris Boulevard to the Perris Valley Storm Drain Channel

### Interim Maintenance of RCFC&WCD Facilities:

- 1,350 lineal feet combination concrete trapezoidal channel and underground storm drain system with a concrete bulkhead at its upstream terminus (Line E-Stage 2)
- Maintenance Road adjacent to Line E-Stage 2
- Lift Station
- 50 lineal feet of double reinforced concrete box (Line 2)
- 70 lineal feet of reinforced concrete box (Line 3)
- 1,740 lineal feet combination reinforced concrete box, 48" and 54" reinforced concrete pipes underground storm drain system and its associated transition structure (Lat E-4)

Funds will accumulate in order to apply slurry seal to the maintenance road every six years. It is also anticipated that in the sixth year, funds will be required to for the replacement of lift station equipment.

The RCFC&WCD facilities will be maintained on an interim basis until accepted by the Riverside County Flood Control and Water Conservation District. Acceptance is pending the completion of certain additional master plans facilities.

The first category of improvements is identified on the plans and specifications prepared by Albert A. Webb Associates that are entitled "Street Improvement Plans, City of Perris, DPR #07-07-0029, PM. 36010, Perris Valley Logistics Center", and "Perris Valley MDP, Line "E", Stage 2, Lateral "E-4", Stage 1"; and the plans and specifications prepared by KCT Consultants, Inc. that are entitled "Perris Valley MDP Line E-3".

The second category of improvements is identified on the plans and specifications prepared by Albert A. Webb Associates that are entitled "Precise Grading Plan, Perris Valley Logistics -TPM 36010, City of Perris – Minor Modification No.15-05132". The additional improvements to be maintained under Benefit Zone 87 includes three 36" culverts totaling approximately 325 lineal feet of reinforced concrete box culvert, transitions structures and appurtenances.

Maintenance and upkeep of both categories of storm drainage facilities includes, but is not be limited to, grading, general cleanup and debris removal, inspections, stenciling, replacement and repairs. Annual photo documentation is scheduled to take place, along with silt removal as required. Depending on that year's storm drain flow and the level of debris in the flow, a system cleaning may be required after the first rain and again during or at the end of the rainy season.

It is noted that all private on-site facilities and detention basins are to be maintained by the property owner and not the City of Perris.

**PART 2. Plans and Specifications** for the improvements to be maintained for a fiscal year are being prepared by Albert A. Webb Associates and are entitled as follows:

"Street Improvement Plans, City of Perris, DPR #07-07-0029, PM. 36010, Perris Valley Logistics Center", and

"Perris Valley MDP, Line "E", Stage 2, Lateral "E-4", Stage 1"

"Precise Grading Plan Perris Valley Logistics -TPM 36010, City of Perris – Minor Modification No.15-05132".

Plans and specifications for the catch basins and laterals to be maintained in Indian Avenue were prepared by KCT Consultants, Inc. and are entitled "Perris Valley MDP Line E-3".

The plans and specifications have been approved by both the City Engineer for the City of Perris and the Chief Engineer for the Riverside County Flood Control and Water Conservation District and are on file in the City of Perris Office of Community Development. The plans and specifications sufficiently show and describe the general nature, location and extent of the improvements, and by reference, are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto.

**PART 3. An Estimate** of the cost for the public improvements to be maintained and/or improved for a given fiscal year includes labor, equipment, materials, utilities and appurtenances.

Incidentals include annual engineering, legal, City Clerk, and finance expenses to the District, including the processing of payments and the submittal of billings to the Riverside County Auditor for placement on the tax roll.

The maximum annual assessment is based on the estimated cost of maintaining the facilities. The annual assessment levied will be based on the actual expenses incurred by Benefit Zone 87.

With service intervals and staggered maintenance operations, revenue requirements for maintenance will fluctuate year to year. Each year's maintenance operations will be funded by that year's assessment plus the fund balance remaining from prior year assessments.

When the improvements are accepted, the City of Perris will assume the expenses of maintaining the improvements twelve months from the acceptance date. Costs for the first category of improvements will be assessed for the fiscal year commencing July 1, 2016 to June 30, 2017.

The estimated annual cost for maintenance of the first category of improvements is listed below.

<b><u>Public City Facilities</u></b>	<b><u>Total Annual Cost</u></b>
Catch Basins and Storm Drain Pipe	\$7,723.21
Reinforced Concrete Box and Emergency Spillway	12,355.30
Drainage Channel (30%)	<u>15,474.00</u>
Subtotal	\$35,552.51
Contingency	<u>3,555.25</u>
Total Maintenance Expenses	\$39,107.76
Incidentals	5,866.16
<b>Public City Facilities Annual Cost</b>	<b>\$44,973.92</b>
<b><u>RCFC&amp;WCD Facilities</u></b>	<b><u>Total Annual Cost</u></b>
Line E Stage 2	\$18,818.42
Maintenance Road	2,325.00
Lift Station	2,040.00
Line 2 and Line 3	724.94
Lat E-4	<u>8,261.83</u>
Subtotal	\$32,170.19
Contingency	<u>3,217.02</u>
Total Maintenance Expenses	\$35,387.21
Incidentals	5,307.78
<b>RCFC&amp;WCD Facilities Annual Cost</b>	<b>\$40,694.99</b>
<b>Total First Category of Improvements</b>	<b>\$85,668.91</b>

The estimated annual cost for maintenance of the second category of improvements is listed below.

<b><u>Public City Facilities</u></b>	<b><u>Total Annual Cost</u></b>
36" Reinforced Concrete Boxes	\$1,696.40
Contingency	<u>169.64</u>
Total Maintenance Expenses	\$1,866.04
 Incidentals	 280.66
 <b>Total Second Category of Improvements</b>	 <b>\$2,146.70</b>

A summary of the total cost of both categories of improvements is listed below.

<u>Item</u>	<u>Annual Cost Estimate</u>		<u>Total</u>
	<u>First Category</u>	<u>Second Category</u>	
Facility Maintenance	\$67,722.70	\$1,696.40	\$69,419.10
Contingency	<u>6,772.27</u>	<u>169.64</u>	<u>6,941.91</u>
Subtotal	\$74,494.97	\$1,866.04	\$76,361.01
 Incidentals	 \$11,173.94	 280.66	 \$11,454.60
 <b>Total Annual Costs</b>	 <b>\$85,668.91</b>	 <b>\$2,146.70</b>	 <b>\$87,815.61</b>

**PART 4**

The Assessment Roll shows the proportionate amount of the assessment to be charged in proportion to the benefits to be received by each lot or parcel within the exterior boundaries of the Diagram, enclosed herein as Part 5.

The City and RCFC&WCD facilities will accommodate the storm flow specifically impacting PM 36010. These improvements specifically benefit the area within the annexation; and, the improvements were required for the approval of, and as of consequence of, development of this area.

The earthen channel benefits developing properties that contribute to the storm drain flow being conveyed to the Perris Valley Storm Drain Channel. The specific benefit is equal to the proportionate share of the flow to be accommodated. Accordingly, 30 percent of the annual cost for the maintenance of the earthen channel is assessed to Benefit Zone 87.

The method of assessment is based on units, with the benefit units assigned to the net area within Parcel Map 36010. The current annual assessment reflecting the reasonable cost of providing for the maintenance and servicing of the improvements and appurtenant facilities is equal to \$948.64 per benefit unit, shown as follows:

$$\frac{\text{Total Annual Cost}}{\text{Benefit Units}} = \frac{\$87,815.61}{92.57 \text{ Benefit Units}} = \$948.64 \text{ per Benefit Unit}$$

The annual assessments are subject to inflation factors not to exceed:

- 1) the "Common Labor, Construction Cost Index", as published by Engineering News Record in subsequent years,
- 2) the Southern California Edison rate increase(s) effective in subsequent years, and
- 3) the Eastern Municipal Water District rate increase(s) effective in subsequent years.



The Benefit Units assigned, and the corresponding current maximum annual assessments, per parcel, are listed as follows:

Parcel	Assessor Parcel & Assessment Number	Acreage	Net Acreage	Benefit Unit	Maximum Annual Assessment
1	302-050-029	6.61	6.43	6.43	\$6,099.76
2	302-050-030	4.95	4.82	4.82	4,572.44
3	302-050-031	6.42	6.11	6.11	5,796.19
4	302-050-032	67.12	65.76	65.76	62,382.57
5	302-050-033	<u>9.45</u>	<u>9.45</u>	<u>9.45</u>	<u>8,964.65</u>
<b>Totals</b>		94.55	92.57	92.57	\$87,815.61

For the current maximum annual assessment and the assessment for the fiscal year commencing July 1, 2016 to June 30, 2017, reference is made to the Assessment Roll included herein as Attachment No. 1.

A 6-month tax roll reserve provides funding for the cost of servicing and maintenance prior to the receipt of tax collections from the County of Riverside. The fiscal year begins July 1 and the first installment from the tax roll collections are usually distributed by the County of Riverside the following January. A 6-month tax roll reserve for the current maintenance of the flood control facilities and incidental costs is estimated to be \$43,907.80.

**PART 5.** A Diagram of the Annexation. The boundary of the area to be annexed is coincident with PM 36010. Said boundary is designated as "Diagram of Annexation of PM 36010 to Benefit Zone 87, Flood Control Maintenance District No. 1, City of Perris, County of Riverside, State of California". The Diagram is included herein as Attachment No. 2, which shows the boundaries of the area of benefit. Reference is made to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the fiscal year to which the "Report" applies.

**PART 6.** A Petition for Annexation to the District has been signed by the owners of the area within the proposed annexation. Said petitions are included herein as Attachment No. 3.

**Assessment Roll**

**Annexation of PM 36010 to  
Benefit Zone 87,  
Flood Control Maintenance District No. 1, City of Perris**

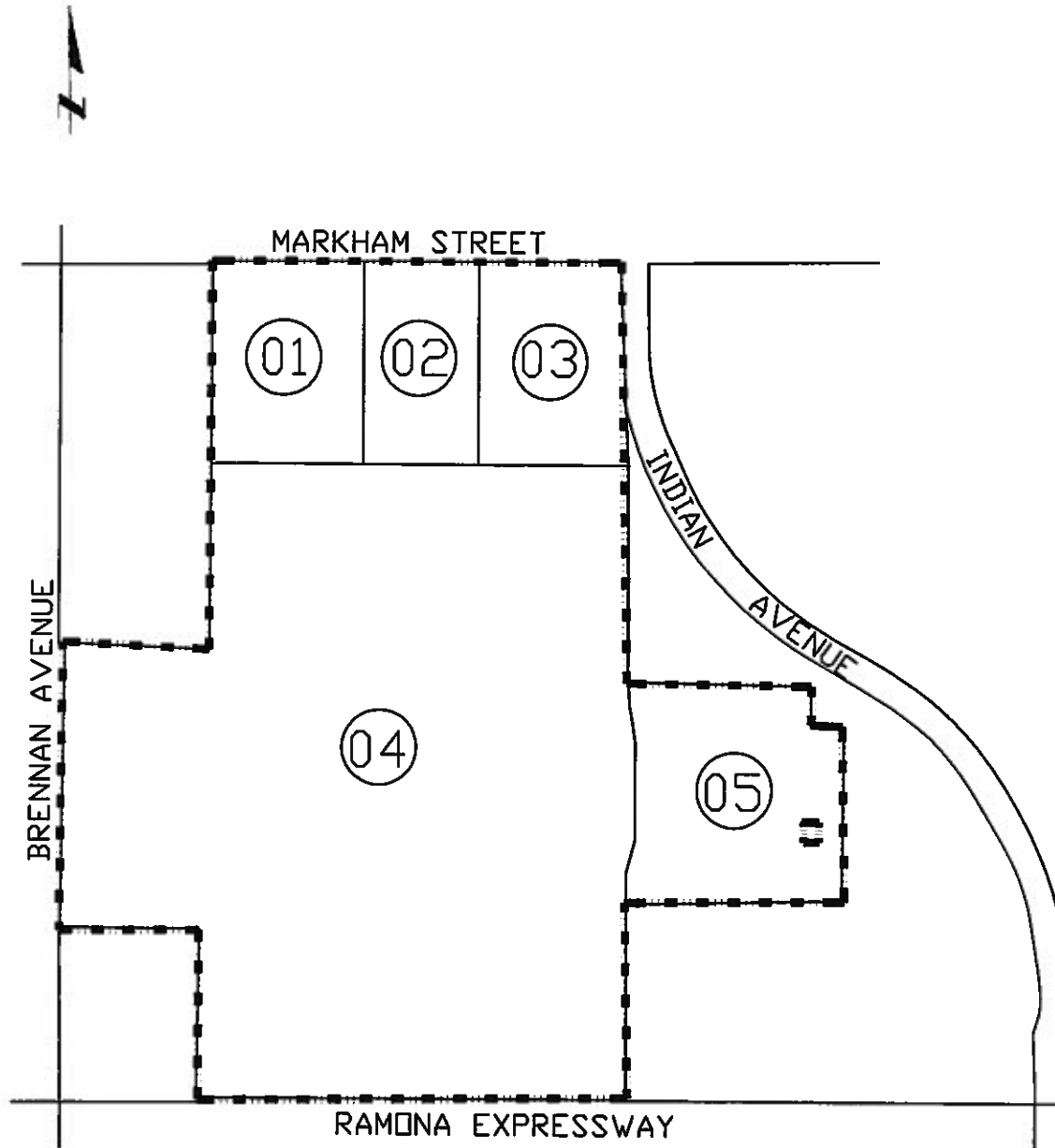
<b>Benefit Zone</b>	<b>Assessment Number</b>	<b>Assessor Parcel Number</b>	<b>Estimated Annual Assessment</b>	<b>Fiscal Year 2016/2017</b>
Zone 87	302-050-029	302-050-029	\$6,099.76	\$5,950.64
Zone 87	302-050-030	302-050-030	4,572.44	4,460.67
Zone 87	302-050-031	302-050-031	5,796.19	5,654.50
Zone 87	302-050-032	302-050-032	62,382.57	60,857.60
Zone 87	302-050-033	302-050-033	<u>8,964.65</u>	<u>8,745.50</u>
Totals			\$87,815.61	\$85,668.91

The annual assessments are subject to inflation factors not to exceed:

- 1) the "Common Labor, Construction Cost Index", as published by Engineering News Record in subsequent years,
- 2) the Southern California Edison rate increase(s) effective in subsequent years, and
- 3) the Eastern Municipal Water District rate increase(s) effective in subsequent years

DIAGRAM OF ANNEXATION OF  
PARCEL MAP 36010 TO BENEFIT ZONE 87  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1  
CITY OF PERRIS

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



REFERENCE THE RIVERSIDE COUNTY ASSESSOR MAPS FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS

**PETITION FOR THE ANNEXATION TO A BENEFIT ASSESSMENT DISTRICT TO FINANCE THE MAINTENANCE OF CERTAIN PUBLIC IMPROVEMENTS**

**BEFORE THE CITY COUNCIL OF THE CITY OF PERRIS,  
STATE OF CALIFORNIA**

In the matter of the proposed )  
Annexation to City of Perris )  
Flood Control Maintenance District No. 1 )

TO: The City Council of the City of Perris

We, the undersigned, hereby:

- (1) Petition you to initiate and complete all necessary proceedings under the Benefit Assessment Act of 1982, Chapter 6.4 (commencing with Section 54703) of Part 1 of Division 2 of Title 5 of the California Government Code for the annexation to a benefit assessment district for the maintenance of certain flood control improvements which benefit the property described on Exhibit "A" attached hereto and incorporated herein by this reference to the Maintenance District.
- (2) Certify that the proposed annexation to a benefit assessment district that will be subject to assessment for maintenance of such improvements, is that real property in the City of Perris, County of Riverside, State of California, generally described on Exhibit "A" attached hereto and incorporated herein by this reference to the Maintenance District.
- (3) Certify that we constitute the owners(s), including mortgagees or beneficiaries under any existing mortgage or subject to assessment for the proposed annexation, of the property in the proposed annexation to a benefit assessment district, as shown by the last equalized assessment roll used by the County of Riverside at the time this Petition is filed and also constitute the owner(s) of sixty percent (60%) of the area of all assessable lands within the proposed annexation to a benefit assessment district.
- (4) In order to expedite the project, agree to dedicate all necessary rights-of-way or easements as determined necessary for maintenance of the public improvements.

Dated: February 3, 2016

Timothy J. Howard  
Signature

List Property Owner Name and Mailing Address

O.R.F. Industrial  
C/O Unire Property Management  
1300 E. Imperial Highway  
Brea, CA 92821

ATTACHMENT 3-1  
Please have notarized  
Naran  
NARENDR V. NARAN

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

State of California, County of ORANGE  
On 02/03/16 before me, Narendra V. Naran, a Notary Public, personally appeared TIMOTHY J. HOWARD who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

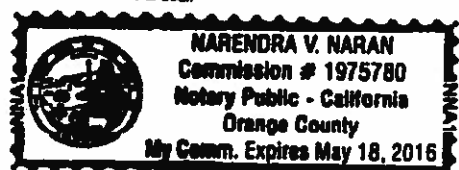
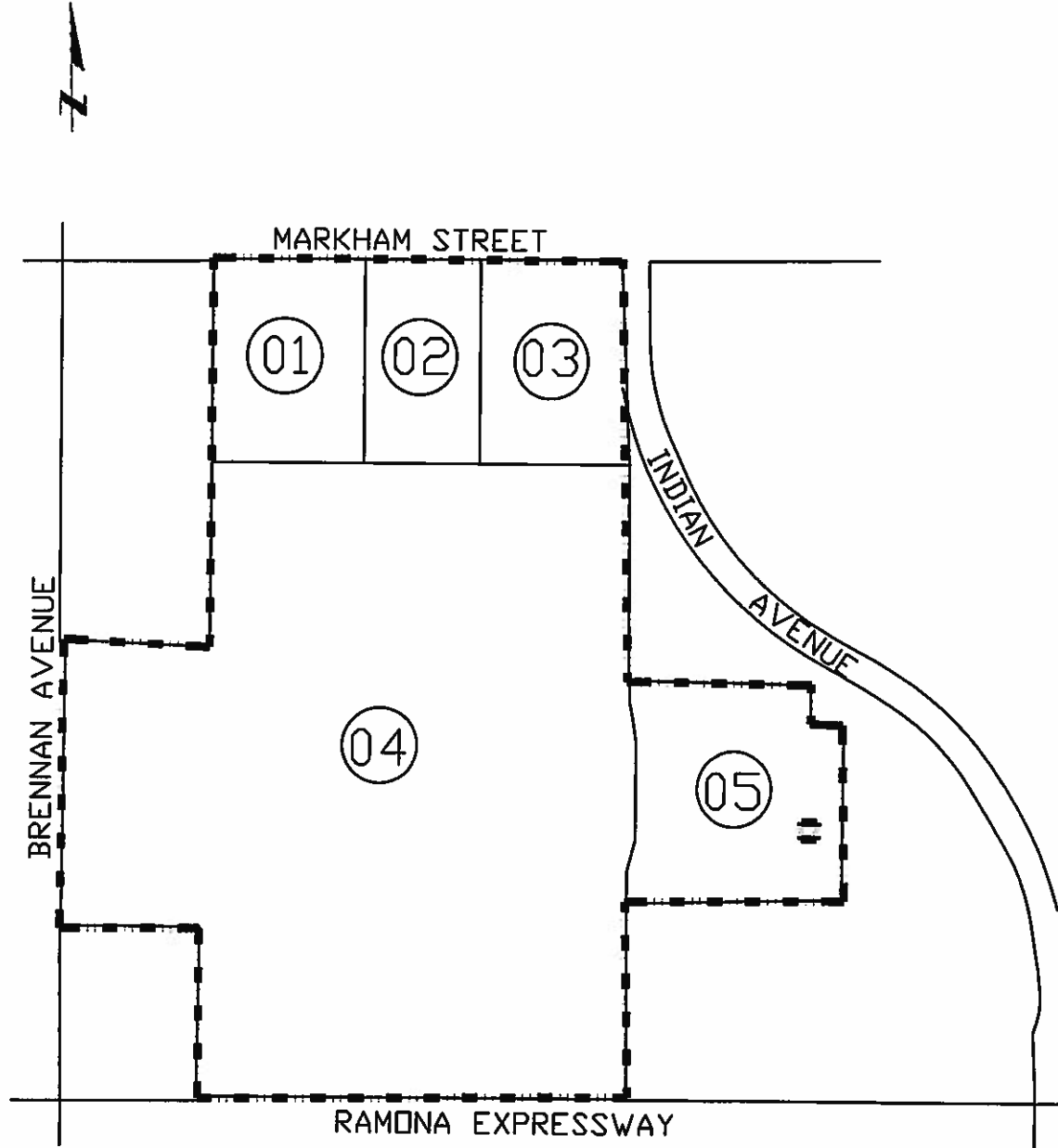


EXHIBIT "A" TO PETITION FOR  
ANNEXATION OF PARCEL MAP 36010 TO BENEFIT ZONE 87  
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

CITY OF PERRIS

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



**RESOLUTION NUMBER XXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO AUTHORIZE LEVYING ASSESSMENTS UPON CERTAIN PARCELS OF REAL PROPERTY, TO ORDER ANNEXATION OF PARCEL MAP 36010 TO BENEFIT ZONE 87, FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON MAY 31, 2016**

**WHEREAS**, the City Council of the City of Perris, County of Riverside, California ("this City Council"), wishes to provide continued financing for necessary maintenance of certain flood control and drainage improvements within the boundaries of Parcel Map 36010 through the levy of benefit assessments pursuant to the provisions of Chapter 6.4 (commencing with Section 54703) of Part 1 of Division 2 of Title 5 of the California Government Code commonly known as the "Benefit Assessment Act of 1982", (the "Act"); and

**WHEREAS**, Prudential, (the "Owners") have presented signed petitions to the City Council requesting the annexation of Parcel Map 36010 to a benefit assessment district to finance the maintenance of those certain drainage and flood control improvements permitted pursuant to Sections 54710 and 54710.5 of the Act (the "Improvements") which benefit properties within Parcel Map 36010; and

**WHEREAS**, the City Council now proposes to levy benefit assessments under the provisions of the Act to insure continued financing to maintain the Improvements pursuant to the Act, all for the benefit of parcels within Parcel Map 36010; and

**WHEREAS**, to accomplish such purposes, the City Council proposes to annex Parcel Map 36010 to Benefit Zone 87, Flood Control Maintenance District No. 1.

**WHEREAS**, on May 12, 2015, as confirmed and set forth in Resolution 4880, the parcels within the boundary of Benefit Zone 87 were originally annexed to Benefit Zone 72, Flood Control Maintenance District No.1. Benefit Zone 87 supersedes and replaces Benefit Zone 72.

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

**Section 1.** The public interest, convenience, and necessity require, and it is the intention of the City Council pursuant to the provisions of the Act to maintain the Improvements for the benefit of the properties within the area of benefit.

**Section 2.** Maintenance of the improvements will be of direct benefit to parcels within Parcel Map 36010 which are hereby declared to be the properties benefited by the Improvements and to be assessed to pay the cost and expenses thereof. The area of benefit shall be all that part of the City within the boundaries shown on the map entitled "Diagram of Annexation of Parcel Map 36010 to Benefit Zone 87, Flood Control Maintenance District Number 1" on file in the office of the City Clerk of the City of Perris, California.

**Section 3.** At least forty-five (45) days prior to the date set for the hearing on the proposed assessment, the Assessment Engineer is hereby directed to file with the City Clerk a written report (the "Engineer's Report") pursuant to the Act, Government Code Section 53753 and Article XIID of the Constitution of the State of California, containing the following:

- a. A description of the service proposed to be financed through the revenue derived from the benefit assessments.
- b. A description of each lot or parcel of property proposed to be subject to the benefit assessments. The assessor's parcel number or Tract Map number shall be a sufficient description of the parcel.
- c. The amount of the proposed assessment for each parcel.
- d. The basis and schedule of the assessments.
- e. Other such matters as the Assessment Engineer shall deem appropriate.

**Section 4.** On the 31<sup>st</sup> day of May, 2016, at 6:30 p.m., in the City Council Chambers of the City Council of the City of Perris, California, 101 North "D" Street, in the City of Perris, State of California, the City Council will conduct a Protest Hearing at which time any and all persons having any objections to the work or extent of the annexation to the assessment district, may appear and show cause why said work should not be done or carried out in accordance with this Resolution of Intention. The City Council will consider all oral and written protests.

**Section 5.** The City Clerk is hereby directed to publish notice of the hearing on the proposed assessment and notice of the filing of the Engineer's Report once a week for two successive weeks, with at least five days intervening between the respective publication dates, not counting such publication dates, in the Perris City News, a newspaper of general circulation within the area of benefit. The notice shall be 1/8 of a page in size and contain the following information:

- a. The amount of the assessment.
- b. The purpose of the assessment.
- c. The total estimated assessments expected to be generated annually.
- d. The method and frequency for collecting the assessment.
- e. The date, time, and location of the public hearing.
- f. The phone number and address of an individual that interested persons may contact to receive additional information about the assessment.

The notice shall be published at least forty-five (45) days prior to the public hearing.

**Section 6.** The City Clerk is also hereby instructed to give additional notice of the hearing and notice of the filing of the Engineer's Report by posting a copy of this resolution in three public places within the City of Perris.

**Section 7.** Said notice shall be posted and first published at least forty-five (45) days before the date set for the public hearing.

**Section 8.** The City Clerk shall also give notice by a first-class mailing to all owners of property subject to any new or increased assessments, including the Owners. The notice shall be mailed no later than 45 days prior to the public hearing at which the City Council will consider levying the new or increased assessments and shall be at least in 10 point type. The form of said notice shall conform in all respects with the requirements of subdivision (b) of Section 53753 of the Government Code and pursuant to subdivision (c) of that section, each notice shall contain an assessment ballot whereon the property owner may indicate support or opposition to the proposed assessment.

**Section 9.** That this City Council does hereby designate, Habib Motlagh, City Engineer of the City of Perris, (951) 943-6504 as the person to answer inquiries regarding the District and the proposed annexation thereto.

***ADOPTED, SIGNED and APPROVED*** this 29th day of March, 2016.

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Mayor, Daryl R. Busch

ATTEST:

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City Clerk, Nancy Salazar



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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held 29<sup>th</sup> day of March, 2016, 2015, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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City Clerk, Nancy Salazar

CITY COUNCIL  
AGENDA SUBMITTAL

**Meeting Date: March 29, 2016**

**SUBJECT:** 2014-2015 Perris Community Economic Development Corporation Financial Statements

**REQUESTED ACTION:** Receive and File the Perris Community Economic Development Corporation (CEDC) Financial Statements for 2014-15

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

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**BACKGROUND/DISCUSSION:**

The purpose of this report is to present the Perris Community Economic Development Corporation (CEDC) annual financial statements for the Council's approval. Each year the City of Perris is required to have an audit of its financial statements. The scope of this audit includes the City itself, the Public Utility Authority, the Public Financing Authority, the Joint Powers Authority, and the Housing Authority. Beginning in Fiscal Year 2014-2015, that scope was expanded to include the CEDC based on Article 12, Section 1 of the CEDC Articles of Incorporation and Bylaws. The period under review spans the previous fiscal year which, in this case, represents July 1, 2014 through June 30, 2015. The audit was conducted by the firm of Teaman, Ramirez, & Smith, Inc. (TRS), an independent CPA firm appointed by, and reporting directly to, the City Council. The purpose of the Audit is to provide a professional opinion with regards to the accuracy of the CEDC's stated financial position and results of operations.

After conducting the audit, TRS has issued the opinion that the CEDC financial statements:

*Present fairly, in all material respects, the financial position of the Perris Community Economic Development Corporation as of June 30, 2015, and the results of their operations for the year then ended in conformity with accounting principles generally accepted in the United States of America.*

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

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Reviewed by: Ron Carr, Assistant City Manager 

**Attachments:**

1. CEDC Financial Statement for the year ended June 30, 2015
2. SAS-114 Conclusion Letter (Report on Internal Controls and Compliance)

Consent Item: X

**PERRIS  
COMMUNITY ECONOMIC DEVELOPMENT  
CORPORATION**

**FINANCIAL STATEMENTS**

**Year Ended June 30, 2015**

**Perris Community Economic Development Corporation**  
**Financial Statements**  
**Year Ended June 30, 2015**

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## INDEPENDENT AUDITORS' REPORT

Board of Directors  
Perris Community Economic Development Corporation  
Perris, California

### Report on the Financial Statements

We have audited the accompanying financial statements of the Perris Community Economic Development Corporation (the "Corporation"), a component unit of the City of Perris, as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the Corporation's basic financial statements as listed in the table of contents.

### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### *Auditor's Responsibility*

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Corporation's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Corporation's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### *Opinions*

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Perris Community Economic Development Corporation, as of June 30, 2015, and the changes in financial position, and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

***Other Matters***

***Required Supplementary Information***

Management has omitted presented *Management's Discussion and Analysis* that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

***Other Reporting Required by Governmental Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated March 1, 2016, on our consideration of the Corporation's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Corporation's internal control over financial reporting and compliance.

*Teaman Ramirez & Smith, Inc.*

Riverside, California  
March 1, 2016

**Perris Community Economic Development Corporation**  
**Statement of Net Position**  
June 30, 2015

**ASSETS**

Current Assets:

Cash and Cash Equivalents	\$ 7,012,115
Interest Receivable	<u>7,515</u>

Total Assets	<u>7,019,630</u>
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**LIABILITIES**

Accounts Payable	<u>12,557</u>
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Total Liabilities	<u>12,557</u>
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**NET POSITION**

Unrestricted	<u>7,007,073</u>
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Total Net Position	<u><u>\$ 7,007,073</u></u>
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The accompanying notes are an integral part of this statement.

**Perris Community Economic Development Corporation**  
**Statement of Revenues, Expenses and Changes in Net Position**  
**Year Ended June 30, 2015**

<b>OPERATING REVENUES</b>	
Contributions from Other Governments	<u>\$ 498,044</u>
Total Operating Revenues	<u>498,044</u>
<b>OPERATING EXPENSES</b>	
Legal and Contractual Services	298,192
Community Sponsorship Events	101,950
Economic Development	65,794
Building Improvements	5,459
Miscellaneous Expense	<u>258</u>
Total Operating Expenses	<u>471,653</u>
Operating Income (Loss)	<u>26,391</u>
<b>NON-OPERATING REVENUES (EXPENSES)</b>	
Investment Earnings	<u>56,440</u>
Total Non-Operating Revenue (Expenses)	<u>56,440</u>
Change in Net Position	82,831
Net Position, Beginning of Year	<u>6,924,242</u>
Net Position, End of Year	<u><u>\$ 7,007,073</u></u>

The accompanying notes are an integral part of this statement.



**Perris Community Economic Development Corporation**  
**Statement of Cash Flows**  
Year Ended June 30, 2015

<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	
Cash Received from Other Governments	\$ 498,044
Cash Payments to Suppliers for Goods and Services	<u>(393,096)</u>
Net Cash Provided by (Used for) Operating Activities	<u>104,948</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>	
Investment Earnings	<u>51,720</u>
Net Cash Provided by (Used for) Noncapital Financing Activities	<u>51,720</u>
<b>Net Increase (Decrease) in Cash and Cash Equivalents</b>	156,668
Cash and Cash Equivalents - Beginning of Year	<u>6,855,447</u>
Cash and Cash Equivalents - End of Year	<u><u>\$ 7,012,115</u></u>
<b>RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED FOR) OPERATING ACTIVITIES</b>	
Operating Income	\$ 26,391
Adjustments to Reconcile Net Operating Income to Net Cash Provided by Operating Activities:	
Changes in Assets and Liabilities:	
Prepays (Increase) Decrease	66,000
Accounts Payable Increase (Decrease)	<u>12,557</u>
Net Cash Provided by (Used for) Operating Activities	<u><u>\$ 104,948</u></u>

The accompanying notes are an integral part of this statement.

**Perris Community Economic Development Corporation**  
**Notes to Financial Statements**  
**Year Ended June 30, 2015**

**1) REPORTING ENTITY AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**A) Reporting Entity**

The Perris Community Economic Development Corporation (Corporation), a component unit of the City of Perris, was formed on April 16, 2014. The Corporation was formed as a nonprofit public benefit corporation under Section 501(c)(3) of the Internal Revenue Code. The specific and primary purpose of this corporation is to provide physical, economic, and educational development and revitalization efforts resulting in expanded employment, economic prosperity and, business and housing opportunities, for businesses and residents to provide such services that are associated with such specific purpose as allowed by the law.

The Corporation's office and records are located at City Hall, 101 North "D" Street, Perris, California, telephone number (951) 943-6100.

The Corporation is a component unit of the City of Perris and, accordingly, the financial statements of the Corporation are included in the financial statements of the City of Perris. The Corporation is an integral part of the reporting entity of the City of Perris. The City Council of the City of Perris is the governing board of the Corporation and exercises control over the operations of the Corporation. Upon dissolution, any assets remaining shall be distributed to the City of Perris or a designated nonprofit fund, foundation or corporation by the governing body. Only the funds of the Corporation are included herein, therefore, these financial statements do not purport to represent the financial position or results of operations of the City of Perris. The Corporation is reported as a discrete component unit of the City of Perris.

**B) Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The Corporation's basic financial statements are prepared in conformity with accounting principles generally accepted in the United States of America as they are applicable to governmental units. The Government Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles.

The Corporation reports its activities as an enterprise fund, which is used to account for operations that are financed and operated in a manner similar to a private business enterprise, where the intent of the Corporation is that the costs (including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through fees and capital acquisition proceeds. The Corporation's financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recognized in the accounting period in which they are earned and expenses are recognized in the period incurred regardless of the timing of related cash flows.

Proprietary funds distinguish operating revenues and expenses from those revenues and expenses that are non-operating. Operating revenues are those revenues that are generated by services while operating expenses pertain directly to the furnishing of those services. Non-operating revenues and expenses are those revenues and expenses generated that are not directly associated with the normal business services.

When both restricted and unrestricted resources are available for use, it is the Corporation's policy to use restricted resources first, then unrestricted resources as they are needed.

**Perris Community Economic Development Corporation**  
**Notes to Financial Statements**  
**Year Ended June 30, 2015**

**1) REPORTING ENTITY AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued**

**C) Cash and Cash Equivalents**

In accordance with GASB Statement 9, for purposes of the Statement of Cash Flows, all cash and investments with original maturities of 90 days or less are considered cash or cash equivalents.

**D) Investments**

As a governmental entity other than an external investment pool in accordance with GASB 31, the Corporation's investments are stated at fair value except for interest-earning investment contracts.

**E) Uncollectible Accounts Receivable**

The Corporation uses the allowance method for uncollectible accounts receivable but deemed no allowance is necessary.

**F) Deferred Outflows/Inflows of Resources**

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will *not* be recognized as an outflow of resources (expense/expenditure) until then. Currently, the Corporation does not report any deferred outflows.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until that time. Currently, the Corporation does not report any deferred inflows.

**G) Net Position**

GASB No. 63 requires that the difference between assets, liabilities and deferred outflows/inflows of resources be reported as net position. Net position is classified as either net investment in capital assets, restricted, or unrestricted.

Net position classified as net investment in capital assets consists of capital assets, net of accumulated depreciation and reduced by the outstanding principal of related debt. Restricted net position is the net position that has external constraints placed on them by creditors, grantors, contributors, laws, or regulations of other governments, or through constitutional provisions, or enabling legislation. Unrestricted net position consists of net position that does not meet the definition of net investment in capital assets or restricted net position.

**H) Use of Estimates**

The preparation of financial statements requires management to make estimates and assumptions. These estimates and assumptions affect the reported amounts of assets, deferred outflows/inflows of resources, liabilities, revenues, and expenses/expenditures, as appropriate, as well as the disclosure of contingent assets and liabilities. Actual results could differ from those estimates.

**Perris Community Economic Development Corporation**  
**Notes to Financial Statements**  
Year Ended June 30, 2015

**2) CASH AND INVESTMENTS**

Cash and Investments are classified in the accompanying financial statements as follows:

Statement of Net Position:  
Cash and Cash Equivalents      \$ 7,012,115

Cash and investments consist of the following:

Investments                              \$ 7,012,115

**Investments Authorized by the California Government Code and the Authority's Investment Policy**

The table below identifies the investment types that are authorized by the Corporation's investment policy. The table also identifies certain provisions of the California Government Code (or the Corporation's investment policy, where more restrictive) that address interest rate risk, credit risk, and concentration of credit risk.

<u>Authorized Investment Type</u>	<u>Maximum Maturity<sup>(1)</sup></u>	<u>Maximum Percentage Of Portfolio<sup>(2)</sup></u>	<u>Maximum Investment In One Issuer</u>
Local Agency Bonds	5 years	10%	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptances	180 days	40% of market value	5%
Commercial Paper	270 days	25% of market value	5%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	92 days	20%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Local Agency Investment Fund (LAIF)	N/A	80%	None
Bank/Time Deposits	5 years	25%	None

<sup>(1)</sup> No more than 50% of the portfolio shall have maturity dates in excess of 2 years at any given time.

<sup>(2)</sup> Excluding amounts held by bond trustee that are not subject to California Government Code Restrictions.

<sup>(3)</sup> The City of Perris's pooled investments are subject to the same above restrictions.

**Investments Authorized by Debt Agreements**

Investment of debt proceeds held by bond trustee are governed by provisions of the debt agreements, rather than the general provisions of the California Government Code or the Corporation's investment policy.

**Perris Community Economic Development Corporation**  
**Notes to Financial Statements**  
**Year Ended June 30, 2015**

**2) CASH AND INVESTMENTS - Continued**

**Disclosures Relating to Interest Rate Risk**

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. One of the ways that the Corporation manages its exposure to interest rates risk is by purchasing a combination of shorter term and longer term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations.

The Corporation had the following investments:

		<u>Maturity Date</u>
City of Perris Pooled Investments	<u>\$ 7,012,115</u>	N/A
Total	<u>\$ 7,012,115</u>	

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization.

Presented below is the minimum rating required by (where applicable) the California Government Code, the Corporation's investment policy, or debt agreements, and the actual rating as of the year end for each investment type:

		<u>Minimum Legal Rating</u>	<u>Not Required To Be Rated</u>	<u>Rating as of Period Ended</u>			
				<u>AAA</u>	<u>AA</u>	<u>A</u>	<u>Unrated</u>
City of Perris Pooled Investments	<u>\$ 7,012,115</u>	N/A	\$ _____	\$ _____	\$ _____	\$ _____	<u>\$ 7,012,115</u>
Total	<u>\$ 7,012,115</u>		<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ 7,012,115</u>

**Disclosures Relating to Credit Risk**

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization.

**Concentration of Credit Risk**

The investment policy of the Corporation contains no limitations on the amount that can be invested in any one issuer beyond that stipulated by the Government Code. The Corporation has no investments in any one issuer (other than U.S. Treasury securities, mutual funds, and external investment pools) that represent 5% or more of the total Corporation's investments.

**Perris Community Economic Development Corporation**  
**Notes to Financial Statements**  
**Year Ended June 30, 2015**

**2) CASH AND INVESTMENTS - Continued**

**Custodial Credit Risk**

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and the Corporation's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by state or local government units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure Corporation deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

As of June 30, 2015, no deposits of the Corporation with financial institutions in excess of federal depository insurance limits were held in uncollateralized accounts.

**3) COMMITMENTS AND CONTINGENCIES**

As of June 30, 2015, there are no outstanding matters which would have a significant affect on the financial condition of the funds of the Corporation.

**Independent Auditors' Report on Internal Control Over Financial Reporting and on  
Compliance and Other Matters Based on an Audit of Financial Statements  
Performed in Accordance with *Government Auditing Standards***

Board of Directors  
Perris Community Economic  
Development Corporation  
Perris, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the Perris Community Economic Development Corporation (the "Corporation"), as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the Corporation's basic financial statements, and have issued our report thereon dated March 1, 2016.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Corporation's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Corporation's internal control. Accordingly, we do not express an opinion on the effectiveness of the Corporation's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Corporation's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Corporation's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those

provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Corporation's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Corporation's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Teaman Ramirez & Smith, L.L.C.*


Riverside, California  
March 1, 2016



**PERRIS COMMUNITY ECONOMIC DEVELOPMENT CORPORATION  
AGENDA SUBMITTAL  
March 29, 2016**

**SUBJECT:** Award of Bid to Tri-R Gen. Contractors, Inc. for tenant improvements to Jimbo's Tires, at 225 E. 4<sup>th</sup> Street.

**REQUESTED ACTION:** The Board of Directors: 1) Award Bid and authorize the CEO or his designee to finalize and execute contracts and any related documents.

**CONTACT:** Michael McDermott, Chief Operating Officer 

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**BACKGROUND/DISCUSSION:**

The project was let out for informal bid on March 2, 2016.

**Active Bidder:**

- Greer Construction – Perris
- Tri-R Gen. Contractors, Inc. – Perris
- New Millennium Construction – Chino Hills
- Larry Ogilvie Construction – Riverside

Bids from a total of 4 bidders were opened on March 22, 2016; the results are shown in the bid summary below.


- Greer Construction – No Bid
- Tri-R Gen. Contractors, Inc. – Total: \$52,770
- New Millennium Construction – No Bid
- Larry Ogilvie Construction – No Bid

**BUDGET (or FISCAL) IMPACT:**

Project budget to be \$52,770. Funding from the Perris CEDC.

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Reviewed by:

Assistant City Manager:   
Redevelopment and Economic  
Development Manager:

Attachments: Invitation to Bid, Project Information Sheet, Bid Schedule, Construction Notes, Site Photos,  
Commercial Façade Improvement Program Owner/Contractor Agreement  
Consent: XXX

325 E. 4th Street/Jimbo's Tire/Commercial Facade Improvement Project

Post Date: 03/02/2016 16:06 PST

Due Date: 03/22/2016 before 14:00 PDT

Estimated Value: N/A

Bid details for: Ruiz, Raul / Tri-R Gen Contractors Inc

## 1) 325 E. 4th Street/Jimbo's Tire/Commercial Facade Improvement Project

Item	UM	Qty	Unit Pricing	Item Total
<b>Bid Items</b>				
1	6' High Freestanding Splitface Concrete Block Wall with 2" Decorative Cap	1	\$18,750	\$18,750
2	22' Wide Sliding Wrought Iron Gate	1	\$4,800	\$4,800
3	Asphalt Patch Work	1	\$4,120	\$4,120
4	Property Survey	1	\$1,850	\$1,850
5	Soils & Compaction Report	1	\$2,500	\$2,500
6	Earthwork and Removals	1	\$4,200	\$4,200
7	Minor Landscaping	1	\$3,200	\$3,200
8	Signage	1	\$3,000	\$3,000
9	Permits	1	\$500	\$500
10	Insurances	1	\$850	\$850
11	Profit & Overhead	1	\$9,000	\$9,000
			<b>Subtotal</b>	<b>\$52,770</b>
			<b>Project Total</b>	<b>\$52,770</b>



# City of Perris Community Economic Development Corporation

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## Invitation to Bid

DATE: March 2, 2016  
FROM: Dawn Fiscus, Project Manager  
REFERENCE: Jimbo's Tire Project  
SITE ADDRESS: 325 E. 4<sup>th</sup> Street, Perris, CA 92570  
DUE DATE: March 22, 2016 - BEFORE 2:00 P.M.

---

Dear Contractor:

You are invited to submit a proposal for the Jimbo's Tire Project for the site referenced above.

**This is an informal bid process, the Corporation at its sole discretion may accept or reject any bid, the Corporation may favor local contractors, and low bid will not automatically be accepted. Contractors, when submitting a bid, you acknowledge and accept these terms.**

The modifications of this site are specified in the attached work write-up. Please note that change orders will not be accepted, unless the project findings are detrimental to applicants and their environment, and as authorized by the Program Administrator. All overhead, profit, and any addendum showing required work not covered on our Work Write-Up should be included in the total cost estimate. The property must be carefully examined, and quantities and field conditions verified.

In order to establish standards of quality, the detailed specification may refer to certain product by name and/or from a major manufacturer. This procedure is not to be construed for competition of other products of equal or better quality by other manufacturer. All items listed on work description, unless otherwise specified, shall include all patching, finish painting and/or staining, and site clean-up. The Contractor is responsible for obtaining all required building construction permits, fees, city business license, plans, etc. Contractor should have a current California State License, City of Perris Business License, Workers' Compensation Insurance, Commercial General Liability Insurance, and Automotive Liability Insurance. Subcontractors are required to have the same insurance coverage unless they are named as an additional insured on the General Contractor's Policy.

**Contractors are to submit their bids on the supplied Work Write-Up prior to the specified due date above. The Bid Docs, Contract Docs, Plans and Specs are included with this letter. Pre-bid job walk is scheduled for: March 10, 2016, at 9:00 a.m. The last day to submit for technical inquiries shall be no later than 2:00 p.m. on March 15, 2016. All requests for information shall be through email to: [dfiscus@cityofperris.org](mailto:dfiscus@cityofperris.org).**

All construction work will be performed in accordance with the current California Building Code (2013 CBC, ASCE 7-10 Building Code), California Mechanical Code (CME), California Plumbing Code (CPC), California Electrical Code (CEC), and California Energy Code (CEC). The contractor will provide property owner with all necessary written labor, material, and workmanship warranties and guarantees upon completion of job. The contractors shall also provide all pertinent unconditional lien releases and final building department sign off.

**MINIMUM AND PREVAILING WAGES:** Notice is hereby given that the Contractor must comply with the State's latest established wage decision.

**COMPLIANCE WITH SB 854 DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION:** (1) No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)]; (2) No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. All bids must include current, valid verifications from the Department of Industrial Relations of their registration and qualification status; (3) This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations; (4) The contractor will be required to post job site notices regarding Labor Code compliance as described in Title 8 California Code of Regulation Section 16451(d); (5) Contractors must submit all certified payroll records (CPR's) directly to the Labor Commissioner.

Contractors must list and submit the dollar amount for each construction work line item; contractor is not allowed to deviate from the written work description. If at any time the owner or contractor has any questions regarding this bid, call the City of Perris Community Economic Development Corporation staff person in charge of the project.

**Start Date:** April 4, 2016

**Proposed Completion:** May 24, 2016

**Contractor (Company):** \_\_\_\_\_

**Representative/Title:** \_\_\_\_\_

**Address & Telephone:** \_\_\_\_\_

**License Number:** \_\_\_\_\_

**Contractor Signature:** \_\_\_\_\_

**For the submittal of bids, the City uses Active Bidder ([www.activebidder.com](http://www.activebidder.com)). Please submit bids through this website. You must register on the Active Bidder site to bid on City projects. Registration is free. E-mail submissions and faxes are not accepted.**

*The CORPORATION reserves the right to accept or reject any or all bids, to waive any irregularity and to take all bids under advisement for a period of sixty (60) days. If you have any questions regarding any of the items listed above, please contact Dawn Fiscus, Project Manager, at: (951) 943-6504. Thank you, the City of Perris Community Economic Development Corporation.*

## **Project Information Sheet**

**Project:** 325 E. 4th Street/Jimbo's Tire Project

**Out to Bid:** Wednesday, March 2, 2016, at 4:00 p.m.

**Mandatory Pre-Bid Job Walk:** March 10, 2016, at 9:00 a.m.

**Bid Due Date:** March 22, 2016, at 2:00 p.m.

**Expected Bid Award Date:** March 29, 2016

**Mandatory Construction Start Date:** April 4, 2016

**Construction Time:** 45 calendar days

**Liquidated Damages:** \$250.00 per calendar day

**Project Description:** Commercial Façade Improvement

**Contact Person for General Inquiries:** Dawn Fiscus, Project Manager,  
(email only): [dfiscus@cityofperris.org](mailto:dfiscus@cityofperris.org)

**Note:** See contract provisions, plans and specifications for details regarding the above information.



**City of Perris  
Community Economic Development  
Corporation**

**Economic Development - Housing - Infrastructure**

**Facade Project: 325 E. 4th Street/Jimbo's Tires**

**Bid Schedule**

	<b>Item Description</b>	<b>Description of Work</b>	<b>Lump Sum Amount</b>
1.	6' High Freestanding Splitface Concrete Block Wall with 2" Decorative Cap	<ul style="list-style-type: none"> <li>• Refer to attached Wall Detail/Schematic Site Plan Layout for location of wall.</li> <li>• Comply with all Construction Notes and Details thereof.</li> <li>• All dimensions shall be verified in the field (VIP).</li> <li>• Install RCP Block &amp; Brick, or an approved equal.</li> <li>• All product material shall be submitted for review and approval prior to installation.</li> </ul>	\$
2.	22' Wide Sliding Wrought Iron Gate	Per attached exhibit, or approved equal.	\$
3.	Asphalt Patch Work	Saw-cut and remove existing asphalt (approx. 4' wide). Reconstruct with 3" thick asphalt with a flow line towards low-points.	\$
4.	Property Survey	Contractor is responsible to locate property line and verify wall placement.	\$
5.	Soils & Compaction Report	Contractor to provide compaction reports for footings and pavement work, per City of Perris Standards.	\$
6.	Earthwork and Removals	Contractor to remove existing objects in conflict with proposed improvements (fence, gate, asphalt, trees, etc.) and dispose to an approved location. Contractor to backfill with clean soil and regrade, as needed, at tree removal.	\$
7.	Minor Landscaping	Install new drought tolerant landscaping, mulch, and irrigation system, connected to existing property water service, at frontage area off of 4 <sup>th</sup> Street (12'x 27' approx.). Call-out for landscaping materials TBD. Price to include labor & materials.	\$
8.	Signage	Sign allowance (to be included in Total Cost)	\$ 3,000.00
9.	Permits	Combination Building Permits (if applicable)	\$
10.	Insurances	Per listed in the Bid and Contract documents	\$
11.	Profit & Overhead		\$
12.	Total Cost	Total lump sum amount to furnish material, labor and insurance to complete project in accordance with the above "Description of Work" described.	\$

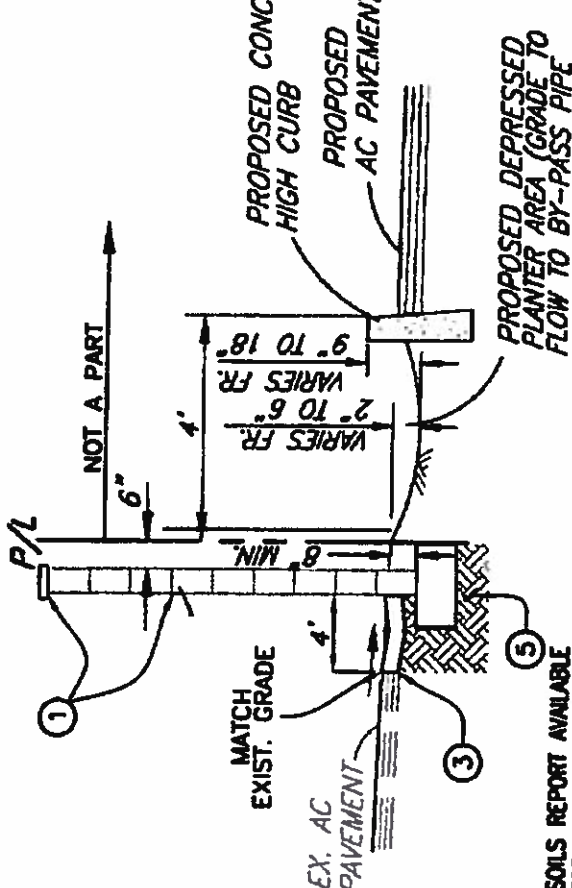
**Note: Contractor shall submit a lump sum bid to cover all costs including materials, labor, insurance, and other work as described.**

Contractor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

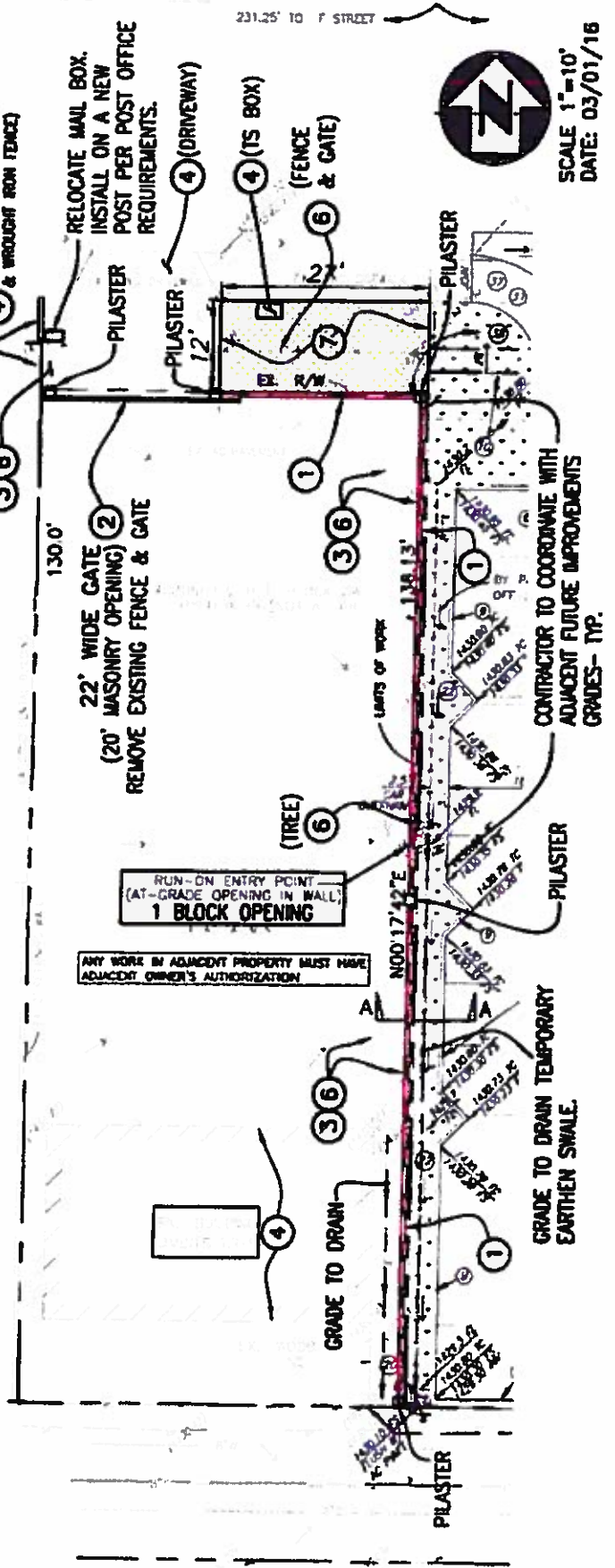
**CONSTRUCTION NOTES:**

- ① CONSTRUCT CMU WALL (8x8x16) PER CITY OF PERRIS STANDARDS. 6.0' HIGH, FOOTING OPTION "B", SPLIT FACE, EARTH TONE, 2" DECORATIVE CAP, AND WITH PILASTERS (16"X16") AS SHOWN ON EXHIBIT (5 EACH). 1 BLOCK OPENING AT LOW POINT WITH OMITTED HEAD JOINTS ALONG ENTIRE WALL FOR DRAINAGE.
- ② INSTALL A NEW 22' SLIDING WROUGHT IRON GATE (20' MASONRY OPENING). COLOR=BLACK. INCLUDES PERFORATED METAL SCREEN BACK PANEL PER SPECIFICATIONS OR APPROVED EQUAL.
- ③ SAW-CUT AND REMOVE EXISTING ASPHALT (APPROX. 4' WIDE). RECONSTRUCT WITH 3" THICK ASPHALT WITH A FLOW LINE TOWARDS LOW-POINT.
- ④ PROTECT IN PLACE. INCLUDES ALL EXISTING UTILITY FACILITIES STRUCTURES AND EXISTING ITEMS NOT IN CONFLICT WITH NEW IMPROVEMENTS WHETHER CALLED-OUT ON PLANS OR NOT.
- ⑤ COMPACTION PER CITY OF PERRIS STANDARDS.
- ⑥ CONTRACTOR TO REMOVE EXISTING OBJECTS IN CONFLICT WITH PROPOSED IMPROVEMENTS (FENCE, GATE, ASPHALT, TREES, ETC.) AND DISPOSE TO AN APPROVED LOCATION. CONTRACTOR TO BACKFILL WITH CLEAN SOIL AND REGRADE AS NEEDED AT TREE REMOVAL.
- ⑦ PROVIDE LANDSCAPING AREA. INCLUDES PLANTING MATERIAL AND AN IRRIGATION SYSTEM CONNECTED TO EXISTING PROPERTY WATER SERVICE. PLANTING MATERIAL & IRRIGATION TO BE APPROVED BY PLANNING DEPARTMENT.
- ⑧ CONTRACTOR IS RESPONSIBLE TO LOCATE PROPERTY LINE AND VERIFY WALL PLACEMENT.
- ⑨ CONTRACTOR TO PROVIDE TEMPORARY FENCING DURING CONSTRUCTION FENCE TO BE REMOVED AFTER COMPLETION OF NEW WALL CONSTRUCTION.



SOILS REPORT AVAILABLE FOR REVIEW AT THE ENGINEERING DEPT. OFFICE

**SECTION A-A**  
N.T.S.



SCALE 1"=10'  
DATE: 03/01/16

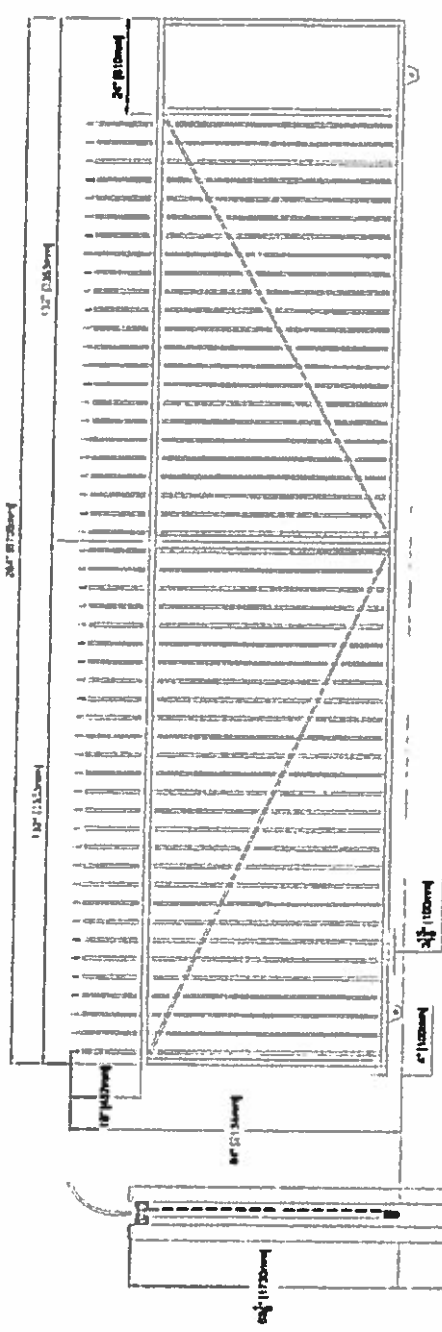
CLIENT  
**USA**

Product description  
**Sliding door-22'**

ITEM	Size(mm)	Size(")	Material	Qty
Picket	19"19"1.5	3/4"19Ga	O185	
Frame	38"38"2.0	1/2"1/2"14Ga	O235	
Post	100"100"3.0	3/4"3/4"11Ga	O235	

**NOTES:**

- The product design is a completely transparent fence system and provide correct assembly to customer. All parts are pre-weathered the fence panel in our factory and deliver panels to site for easy installation after the fence components and customer assembly at the job site. All parts are weather-resistant. The design and construction is strictly according to the following standards:
- The picket is made of steel O185, the posts and rails are made of steel O235. The material and factory comply with ASTM A271.
- The mechanical property for steel materials, tensile strength for O185 is 61 700 PSI (428 MPa); for O235 is 138000 PSI (9500 MPa).
- The net distance between pickets is 120mm, complying with ASTM D7110.
- The panel coating complies with:
  - ASTM B117-1997 Standard Practice for Operating Salt Spray (Fog) Apparatus
  - ASTM D2144-2008 Standard Practice for Calculation of Color Tolerances Color Differences from Impermissibly Measured Color Coordinates
  - ASTM D2147-2002 Standard Practice for Testing Water Resistance of Coatings in 100% Relative Humidity
  - ASTM D2794-2004 Standard Test Method for Resistance of Organic Coatings to Abrasion at Impact (Determination Impact)
  - ASTM D2844-2004 Standard Test Method for Measuring Adhesion by Tape Test
  - ASTM D2845-2002 Standard Test Method for Film Hardness by Pencil Test
  - ASTM D2877-2008 Standard Test Method for Abrasion Test of Attached Organic Coatings
  - ASTM D3323-2008 Standard Test Method for Service Class
  - ASTM D7114-2008 Standard Test Method for Evaluating Degree of Weathering of Films



**CONTRACTOR TO INSTALL PERFORATED SHEET METAL SCREEN ON PROPERTY SIDE OF GATE. 1" DIAMETER HOLES ON 1 1/4" STAGGERED CENTERS. 57% O/A. WELD TO PICKETS AND 1"x1" FRAME. SPLICES OR SEAMS AT PICKETS ONLY.**

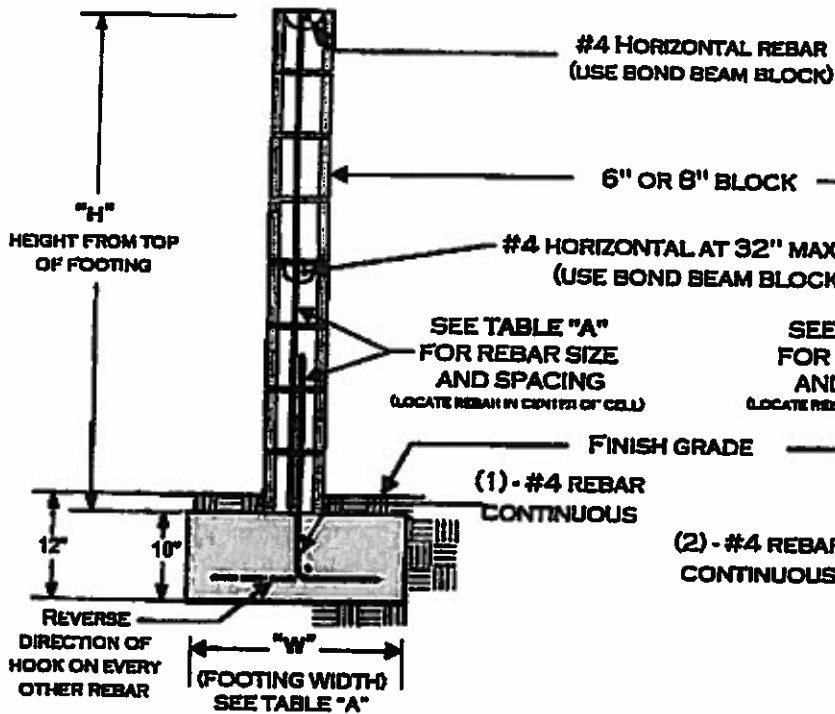
REVISIONS	DESCRIPTION	DATE	APPRO

910 E Cedar Street, Ontario,  
CA 91761 USA  
Tel: (866)392-0808 (809)392-0808  
Fax: (909)392-0899  
www.xcelfence.com  
E-mail: info@xcelfence.com

Design	A.Z	Standardization	D.F.F
Drawing	D.F.F	Approve	A.Z
Revised	Z.W		
Auditing	M.ZO		
Date: 12-09-2014			

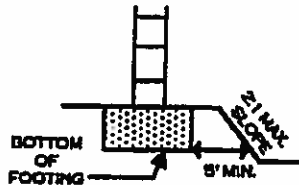


## FOOTING OPTION "A"

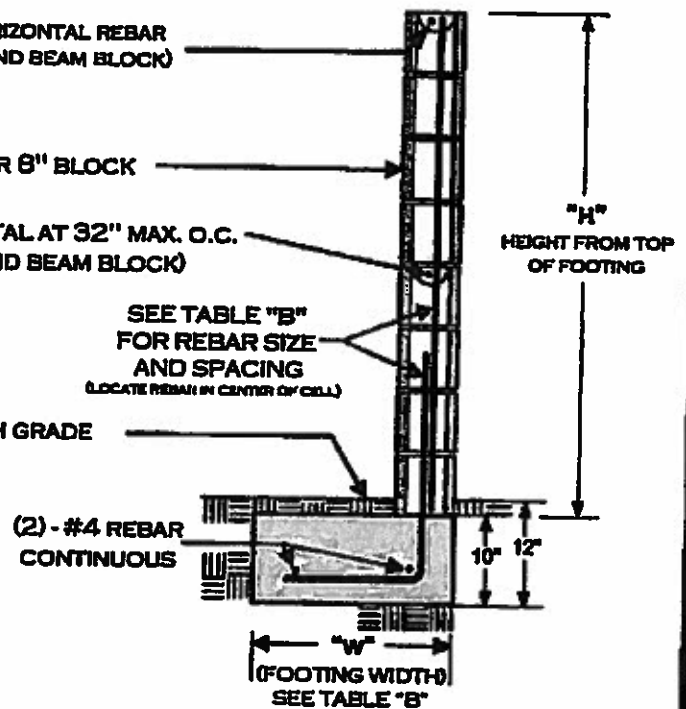


"H"	"W"	VERTICAL REINFORCEMENT
3'	17"	#4 @ 48" O.C.
4'	20"	#4 @ 48" O.C.
5'	23"	#4 @ 48" O.C.
6'	29"	#4 @ 24" O.C.

ALL FOOTINGS ADJACENT TO SLOPES TO BE AT LEAST 5' TO DAYLIGHT AS SHOWN BELOW.



## FOOTING OPTION "B"



"H"	"W"	VERTICAL REINFORCEMENT
3'	19"	#4 @ 48" O.C.
4'	22"	#4 @ 48" O.C.
5'	29"	#4 @ 48" O.C.
6'	34"	#4 @ 24" O.C.

### NOTES:

- 1) THIS DESIGN DOES **NOT** ALLOW GRADE DIFFERENTIALS OF MORE THAN 6" ON OPPOSING SIDES OF THE WALL. THIS IS **NOT** A RETAINING WALL.
- 2) FENCE HEIGHTS ARE REGULATED -- CONSULT ZONING REGULATIONS BEFORE BEGINNING CONSTRUCTION.
- 3) NO WATER COURSE OR NATURAL DRAINAGE SHALL BE OBSTRUCTED.
- 4) GROUT **ONLY** THE CELLS CONTAINING REBAR. THIS WALL IS **NOT** DESIGNED FOR ALL CELLS TO BE GROUTED.
- 5) ALL REBAR TO BE ASTM SPEC. A615, GRADE 40 MINIMUM.
- 6) ALL REBAR LAP SPLICES TO BE 24" MINIMUM.
- 7) ALL MASONRY UNITS TO BE ASTM C90 GRADE N.
- 8) REBAR TO BE CENTERED IN MASONRY CELLS.

"SEE PAGE 2 FOR ADDITIONAL INFORMATION"

### DISCLAIMER:

ALTERNATE DESIGNS MAY BE POSSIBLE WHEN PROVIDED WITH AN ENGINEERED ANALYSIS. USE OF THIS STANDARD DESIGN IS AT THE USER'S RISK AND CARRIES NO IMPLIED OR INFERRED GUARANTEE AGAINST FAILURE OR DEFECTS.

**CHECK WITH THE BUILDING DEPARTMENT TO VERIFY IF A BUILDING PERMIT IS REQUIRED.**

WHEN A PERMIT IS REQUIRED, THE FOLLOWING INSPECTIONS ARE REQUIRED:

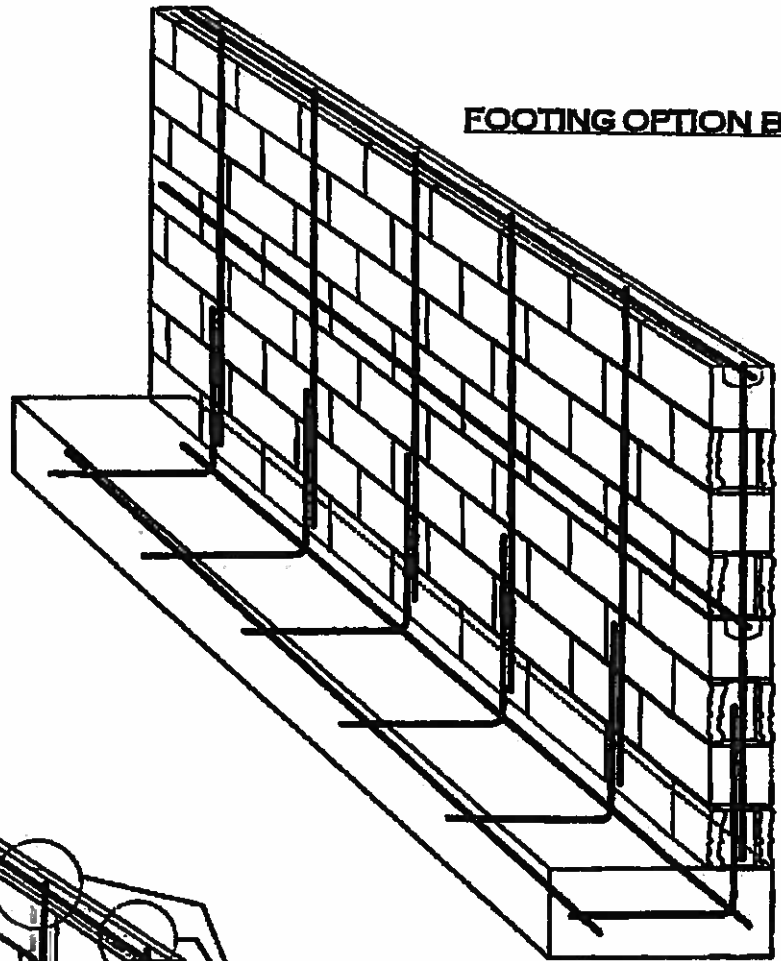
- 1) **FOOTING:** EXCAVATION TRENCH CLEAN WITH STEEL IN PLACE AND SUPPORTED 3" ABOVE AND AWAY FROM THE SURROUNDING EARTH/DIRT.
- 2) **REBAR/PRE-GROUT:** BOND BEAM REBAR AND VERTICAL REBAR IN PLACE - INSPECTION PRIOR TO PLACING GROUT.
- 3) **FINAL:** AFTER GROUT IS PLACED - PRIOR TO ANY DECORATIVE CAP PLACEMENT.

WESTERN RIVERSIDE COUNTY CODE UNIFORMITY PROGRAM	
<b>CITY OF PERRIS</b>	
<b>BUILDING DEPARTMENT</b>	
<b>FREESTANDING BLOCK WALL</b>	
(951) 443-1029	138 N D ST. PERRIS CA. 92570
FAX (951) 687-9685	07/27/2006 PERD001/PNL/Vic

**REBAR PLACEMENT  
ILLUSTRATION**

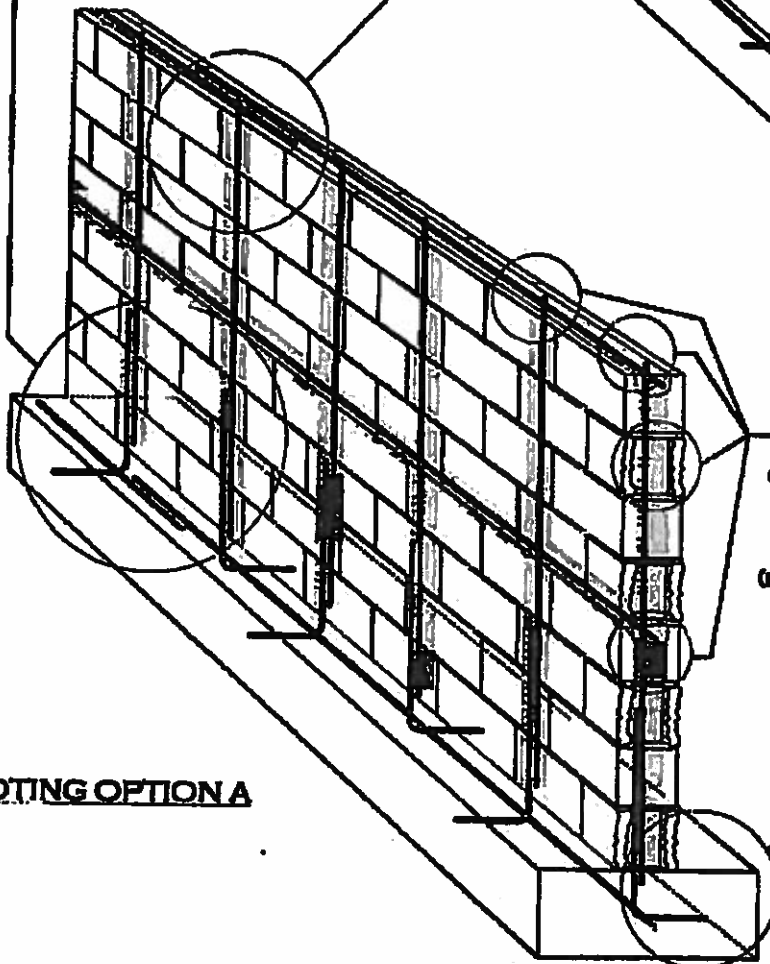
**FOOTING OPTION B**

(TYPICAL)  
ALL REBAR SPLICES  
24" MIN. OVERLAP



(TYPICAL)  
ONLY CELLS AND BOND BEAM  
COURSES WITH REBAR TO BE  
GROUTED  
(DO NOT SOLID GROUT ENTIRE WALL - USE  
GROUT STOP MESH AS APPROPRIATE)


**FOOTING OPTION A**

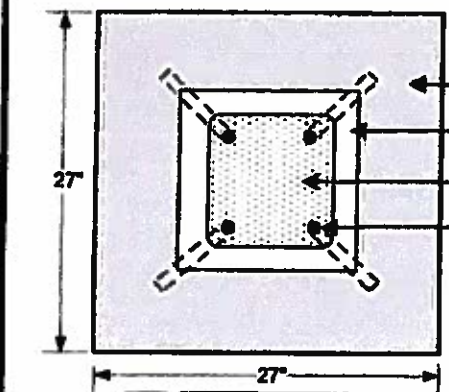


(TYPICAL)  
ALL REBAR SHALL HAVE A  
MINIMUM OF 3" CONCRETE  
COVER AT FOOTINGS

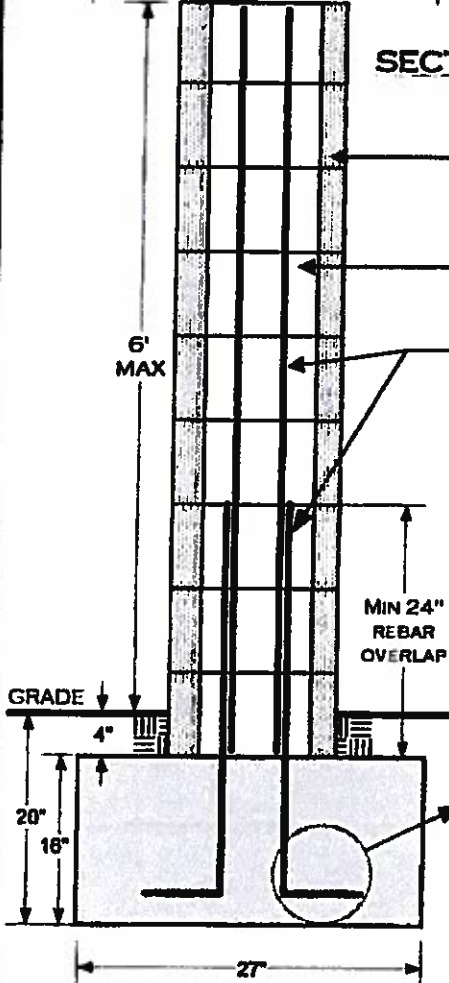
**DESIGN PARAMETERS:**

ACTIVE SOIL PRESSURE (PSF) = 30  
 PASSIVE SOIL BEARING (PSF) = 150  
 COEFFICIENT OF FRICTION = 0.25  
 ALLOWABLE SOIL BEARING (PSF) = 1500  
 WIND = 80 MPH, EXPOSURE C  
 SEISMIC:  
 NA=1.3, NV=1.6, Z=0.4, SOIL PROFILE=Sd

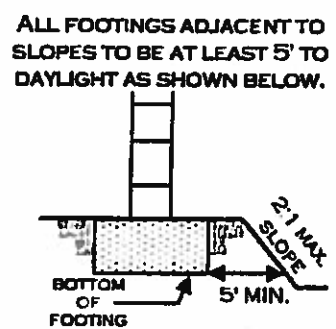
WESTERN RIVERSIDE COUNTY CODE UNIFORMITY PROGRAM	
	<b>CITY OF FERRIS</b>
	<b>BUILDING DEPARTMENT</b>
<b>FREESTANDING BLOCK WALL</b>	
(951) 443-1029	138 N D ST.
FAX (951) 667-9685	FERRIS CA 92570
01/27/2008	PER02C/FML.VSD



**TOP VIEW**  
 FOOTING  
 BLOCK  
 GROUT  
 STEEL REBAR

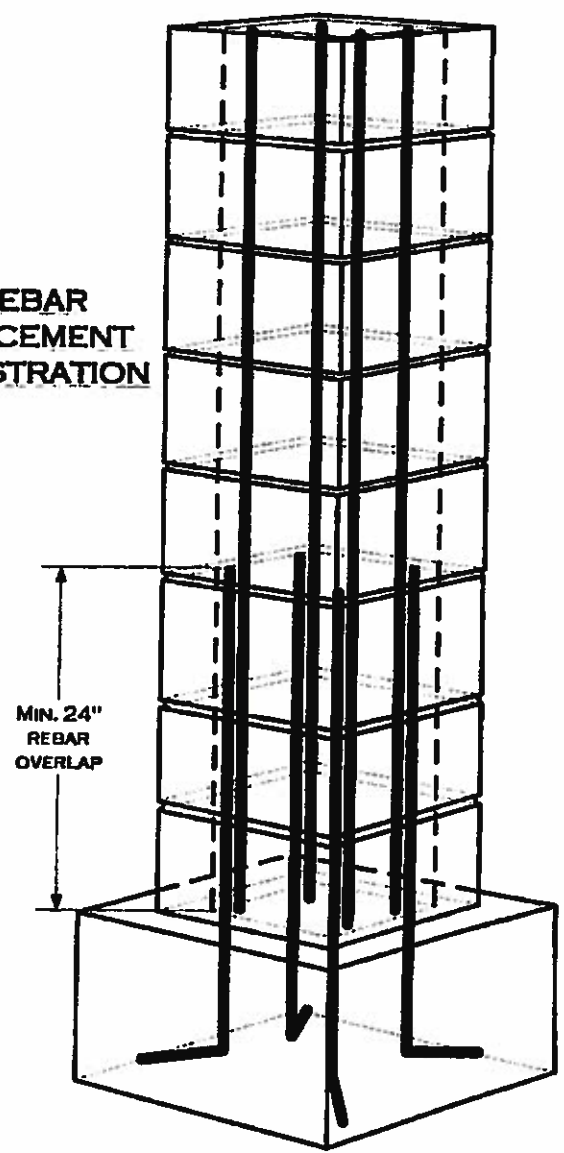


**SECTION VIEW**  
 BLOCK  
 (12" X 12" OR 16" X 16")  
 SOLID GROUT  
 (4) - # 4 REBAR  
 (ONE AT EACH CORNER)



ALL FOOTINGS ADJACENT TO SLOPES TO BE AT LEAST 5' TO DAYLIGHT AS SHOWN BELOW.  
 2:1 MAX. SLOPE  
 5' MIN.  
 BOTTOM OF FOOTING

**REBAR PLACEMENT ILLUSTRATION**



MIN. 24"  
 REBAR  
 OVERLAP

**LIMITATIONS:**

1. PILASTER SPACING SHALL NOT EXCEED 20 FT. WHEN OTHER INFILL FENCING IS ATTACHED.
2. ONLY OPEN TYPE FENCING (SUCH AS WROUGHT IRON) MAY BE ATTACHED TO PILASTERS. SOLID TYPE FENCING MAY NOT BE ATTACHED TO PILASTER.
3. GATES AND DOORS ATTACHED TO PILASTER ARE LIMITED TO 200# MAX. WEIGHT AND 4 FT. MAX. WIDTH PER PILASTER.
4. THIS PILASTER DESIGN IS INTENDED TO BE USED ONLY AS A FENCING FEATURE AND IS NOT INTENDED TO SUPPORT ANY OTHER LOADS.
5. FENCE HEIGHTS ARE REGULATED – CONSULT ZONING REGULATIONS BEFORE BEGINNING CONSTRUCTION.
6. INSTALLATION OF ELECTRIC CIRCUITS, CONDUITS, OR LIGHTING FIXTURES REQUIRE ELECTRICAL PERMITS AND INSPECTION.
7. FOOTINGS TO BE PLACED IN UNDISTURBED SOIL OR PROPERLY COMPACTED AND ENGINEERED FILL.
8. FOR DESIGN PARAMETERS, SEE FREESTANDING BLOCK WALL STANDARD.

**CHECK WITH THE BUILDING DEPARTMENT TO VERIFY IF A BUILDING PERMIT IS REQUIRED.**

- WHEN A BUILDING PERMIT IS REQUIRED, THE FOLLOWING INSPECTIONS ARE ALSO REQUIRED:
- 1) FOOTING: EXCAVATION TRENCH CLEAN WITH STEEL IN PLACE AND SUPPORTED 3" ABOVE AND AWAY FROM THE SURROUNDING THE EARTH/DIRT.
  - 2) REBAR/PRE-GROUT: VERTICAL REBAR IN PLACE - INSPECTION PRIOR TO PLACING GROUT.
  - 3) FINAL: AFTER GROUT IS PLACED - PRIOR TO ANY DECORATIVE CAP PLACEMENT.

**DISCLAIMER:**  
 ALTERNATE DESIGNS MAY BE POSSIBLE WHEN PROVIDED WITH AN ENGINEERED ANALYSIS. USE OF THIS STANDARD DESIGN IS AT THE USER'S RISK AND CARRIES NO IMPLIED OR INFERRED GUARANTEE AGAINST FAILURE OR DEFECTS.

**WESTERN RIVERSIDE COUNTY CODE UNIFORMITY PROGRAM**



City of Perris  
 Building Department

**MASONRY PILASTER**

Tel (951) 443-1029  
 Fax (951) 943-3283

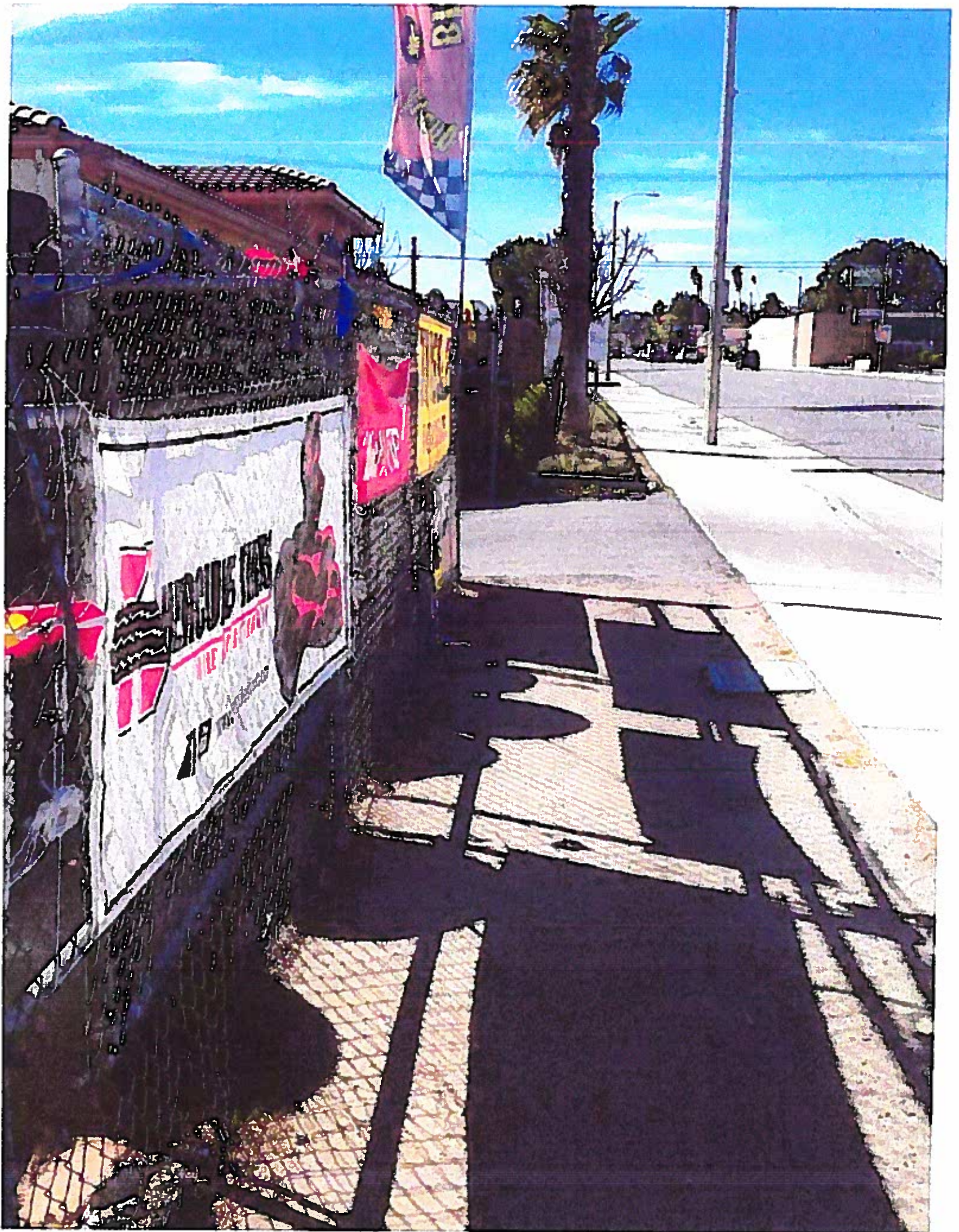
135 North D Street Perris, California 92570

01/22/2007

PILASTERFINALV6D

PAGE 1 OF 1









**CITY OF PERRIS  
COMMUNITY ECONOMIC DEVELOPMENT CORPORATION**

135 NORTH D STREET, PERRIS, CA 92570-1988  
TELEPHONE: (951) 943-5003 FAX: (951) 943-3293

**City of Perris Community Economic Development Corporation  
Commercial Façade Improvement Program  
Owner/Contractor Agreement**

**For: 325 E. 4th Street/Jimbo's Tire**

Property Owner: Jaime Martinez Pinal  
Property Owner: \_\_\_\_\_  
Property Address: 325 E. 4th Street, Perris, CA 92570  
\_\_\_\_\_  
Contractor: \_\_\_\_\_  
Contractor Address: \_\_\_\_\_  
Classification: \_\_\_\_\_  
State License No.: \_\_\_\_\_

This Construction Agreement (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2016, by and between the Owner/Eligible Tenant ("OWNER"), named above and "Contractor" named above ("CONTRACTOR"). The project is located at 325 E.4th Street, Perris, CA 92570 ("PROJECT").

**RECITALS**

- a. OWNER desires to retain CONTRACTOR to provide technical services for the work in conjunction with the Perris Community Economic Development Corporation's Commercial Façade Improvement Programs.
- b. CONTRACTOR represents that it has the professional qualifications to provide such technical assistance and is able to provide the necessary services.
- c. CONTRACTOR shall undertake and complete professional services in accordance with all Federal, State and CITY OF PERRIS (the "City") statutes, regulations, ordinances, and guidelines, all to the reasonable satisfaction of the OWNER, THE PERRIS COMMUNITY ECONOMIC DEVELOPMENT CORPORATION ("CORPORATION") and to the CITY.

NOW, THEREFORE, OWNER and CONTRACTOR hereto agree as follows:

**Section 1: Work Write-Up**

The Description of Work and Project Budget (Exhibit A), planning, specifications and scope of work have been reviewed and accepted by the OWNER and the CORPORATION. These documents clearly establish the nature of the work to be done and the materials and the equipment to be installed. The work in Exhibit A (Description of Work) is also included as the description of the work in the Grant Agreement between CORPORATION and the OWNER, attached hereto as Exhibit B (Grant Agreement). All work shall be done in accordance with the conditions of the Grant Agreement and herein.

Known accepted brands have been identified by the reference to manufacturer or association specifications, and provisions have been made for acceptance of equal substitutions. Any substitution is subject to change order approval in writing by the OWNER and CORPORATION prior to its installation or use. No changes, deletion or additions shall be undertaken without a properly executed change order.

## **Section 2: CITY of Perris/Perris Community Economic Development CORPORATION**

Neither the CITY nor the CORPORATION is a party to this contract and such entities do not guarantee the work of the CONTRACTOR or any contractor or subcontractor or vendor nor do such entities control the actions or inactions of the OWNER or the CONTRACTOR, any contractor, subcontractor or vendor.

## **Section 3: General Guidelines**

- a. **Scope of Work.** All work shall include all labor, materials, equipment, permits, fees, certifications and services, as necessary, for the proper completion of the Work identified in Section 1.
- b. **Building Codes.** All work shall be completed in compliance with all current applicable laws, codes and zoning regulations.
- c. **Changed Conditions.** All loss or damage arising out of the nature of the work to be done under this contract, or from any unforeseen conditions, difficulties, or repairs which may be encountered during the progress of the work shall be sustained by the CONTRACTOR, with no additional cost to the OWNER, the CITY or the CORPORATION.
- d. **Licenses.** CONTRACTOR must possess a current CONTRACTOR'S license for the applicable work and a current business license with the CITY of Perris. Contractor is listed on City's contractor list.
- e. **Clean up.** CONTRACTOR is responsible for cleaning and removal of all debris resulting for his/her work and disposing of it as is legally permissible.
- f. **Adjacent Property.** When adjacent property is affected or endangered by any work done under the contractor, it shall be the CONTRACTOR'S responsibility to take whatever steps necessary for the protection of the adjacent property and to notify the Corporation of such situations. CONTRACTOR shall be responsible for all damage to adjacent property.
- g. **Responsibility for Work.** Until the formal acceptance of the work by the Corporation, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof and shall bear the risk of injury or damage to any part thereof by the action of the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages as are occasioned by acts of the federal government or the public enemy. In case of suspension of work from any cause whatever, the Contractor shall be responsible for all materials and shall properly store them if necessary and shall erect temporary structure where necessary. The Corporation will not be held responsible for the care or protection of any material or parts of the work prior to the final acceptance. The Corporation will not be responsible for any changes in the Contractor's operations due to encountering obstructions which may interfere with the work. All loss or damage arising out of the nature of the work to be done under this contract, or from any unforeseen conditions, difficulties, or repairs which may be encountered during the progress of the work shall be sustained by the Contractor, with no additional cost to the Corporation.
- h. **CONTRACTOR shall commence work on the property within \_\_\_\_\_ days of the signing of this agreement unless otherwise approved by the (the Corporation's "Contract Officer").**
- i. **Weather.** The contractor shall at all times provide protection against weather so as to maintain all work, materials, apparatus and fixtures free from damage. The CONTRACTOR is responsible to protect exposed portion of structure and any work or materials damaged by failure to provide protection as required above, will be repaired/replaced with new work/materials at CONTRACTOR'S expense.

## **Section 4: Payment**

- a. **OWNER or CORPORATION, on behalf of the OWNER, shall make payments to the CONTRACTOR in accordance with the Grant Agreement, and shall be paid in accordance therewith. The total cost of the project to be paid by shall not exceed the sum of \$ \_\_\_\_\_ (dollars), (see Exhibit A – Description of Work). The total sum to be paid by the CORPORATION shall not exceed \$ \_\_\_\_\_ (dollars). CONTRACTOR shall provide copies of all relevant receipts, invoices, cancelled checks, labor and/or materials, lien release(s), as such other information to OWNER and CORPORATION as may be requested in connection with payment. OWNER and CONTRACTOR shall maintain said records in good condition and said records shall be subject to audit by OWNER and/or CORPORATION upon request.**
- b. **Change Orders.** Any additional work including substitution of material, outside original bid proposal shall be made only with written approval of the OWNER AND CORPORATION. A revised contract shall be made reflecting the additional work to be completed.



### **Section 5: Commencement and Performance**

CONTRACTOR shall begin work on or before April 4, 2016, and complete work within 45 calendar days. Failure to complete work described in Section 1, CONTRACTOR shall be subject to liquidated damages in the sum of Two Hundred and Fifty Dollars (\$250.00) per day for each day's delay after the expiration of the contract. The parties agree that the actual amount of damages for delay would be difficult or impossible to ascertain and that the said sum will fairly compensate CORPORATION for such delays. Liquidated damages shall be deducted from the final payment. CONTRACTOR and CORPORATION'S PROGRAM ADMINISTRATOR shall both determine the appropriate completion schedule.

### **Section 6: Subcontractor/Assignment**

It is expressly understood by the CORPORATION that CONTRACTOR may, from time to time, at its sole discretion, employ agents to perform the above-described services. These agents will, however, be supervised and under the direct control of CONTRACTOR, who is solely responsible for these agents. All Subcontractors shall hold a current Contractors License for the applicable work and maintain the appropriate insurance required by the CORPORATION.

### **Section 7: Insurance**

CONTRACTOR shall comply and shall require any subcontractor to comply with the insurance requirements of the Grant Agreement, which may include, but not be limited to, the following:

- a. **Commercial General Liability Insurance.** CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with (1) Minimum limit of one million dollars (\$1,000,000.00) for each occurrence and \$2,000,000 in the aggregate, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by the CONTRACTOR and; (2) Property damage insurance with a minimum limit of \$1,000,000. The Commercial General Liability Policy shall name the OWNERS(s), CORPORATION and CITY and its and their respective officers, agents, employees, and representatives as additional insured. The policy of commercial general liability insurance shall use the Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000.00 per occurrence, for all covered losses, and not less than \$2,000,000.00, general aggregate.
- b. **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 \$1,000,000.00 bodily injury and property damage. Said policy shall include coverage for any auto, code 1.
- c. **Workers' Compensation Insurance.** CONTRACTOR agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation insurance as required by law, with not less than \$1,000,000.00 for all covered losses. CONTRACTOR shall require any subcontractor similarly to provide such compensation insurance for their respective employees.
- d. CONTRACTOR shall submit to CORPORATION (1) Insurance certificates indicating compliance with the minimum workers' compensation insurance requirements above; and (2) Insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement.
- e. Such insurance shall be placed with California licensed insurers whose A.M Best rating is not lower than A and said insurer shall be in financial category Class VII or better. Such insurance policies shall name the OWNER(s), City of Perris and CORPORATION, as additional insured and shall require not less than ten (10) days written notice to the OWNER and CORPORATION, prior to cancellation.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the CITY, the CORPORATION, its officers, employees and agents ("Corporation Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the CORPORATION and the CORPORATION'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 canceled or amended, OWNER and the CONTRACTOR shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 7 to the CORPORATION.

CONTRACTOR agrees that the provision of this Section 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, the contract between the CONTRACTOR and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the CONTRACTOR is required to maintain pursuant to this Section.

Reference is made to the Grant Agreement for further conditions. No work or service under this Agreement shall commence until the CONTRACTOR has provided the CORPORATION with the appropriate Certificates of Insurance, evidencing the required coverage under the Grant Agreement and hereunder and said Certificates of Insurance are approved by the CORPORATION.

#### **Section 8: Bonds**

- a. **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 6 and 7 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.
- b. **Labor and Materials Bond.** Concurrently with the execution of this Agreement, Contractor shall deliver to Corporation 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 Corporation, 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 the Corporation for public work, Contractor shall not be required to post or deliver a labor and materials bond.
- c. **Performance Bond.** Concurrently with execution of this Agreement, Contractor shall deliver to Corporation a performance bond in the sum of the amount of this Agreement, in the form provided by the Corporation, 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.

#### **Section 9: Indemnification**

CONTRACTOR shall indemnify, hold harmless, and defend OWNER, CITY, AND CORPORATION, the CITY Council, the CORPORATION Board Officers, agents and employees from and against any and all claims and losses, costs or expenses for any damage resulting in death or injury to any person and/or injury or damage to any property resulting from any act or omission of CONTRACTOR or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement and/or the work contemplated thereby. Such cost and expense shall include reasonable attorney fees.

#### **Section 10: Warranty**

For good and valuable consideration, CONTRACTOR hereby agrees to provide a full one-year warranty to the OWNER, which shall extend to subsequent owners of the property to be improved. The warranty shall provide that Improvements, hardware and fixtures of whatever kind or nature installed or constructed on said property by the CONTRACTOR are of good quality and free from defects in workmanship or materials or deficiencies subject to the warranty contained in this paragraph provided, however, that the warranty set forth in this paragraph shall apply only to such deficiencies and defects as to which OWNER or a subsequent owner shall have given written notice to the CONTRACTOR, at its principal place of business, within one (1) year from the date of CONTRACTOR'S receipt of final payment for completion of all of the Work.

#### **Section 11: Fair Employment Practices/Equal Opportunity Acts**

Applicant shall carry out the Work in conformity with all applicable laws, including but not limited to the City's zoning and development standards; building, plumbing, mechanical and electrical codes; all other provisions of the City's Municipal Code; and all applicable disabled and handicapped access requirements, including the Americans With Disabilities Act, 42 U.S.C. Section 12101, et seq., Government Code Section 4450, et seq., Government Code Section 12940-48, Government Code Section 11135, et seq., and the Unruh Civil Rights Act, Civil Code Section 51, et seq., as applicable.

## **Section 12: State of California Prevailing Wages**

- a. **COMPLIANCE WITH SB 854 DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION.** (1) No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]; (2) No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. All bids must include current, valid verifications from the Department of Industrial Relations of their registration and qualification status; (3) This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations; (4) The contractor will be required to post job site notices regarding Labor Code compliance as described in Title 8 California Code of Regulation section 16451(d).
- b. **Prevailing Wages.** Contractor shall comply with the prevailing wage laws of the State of California and hereby agrees that because CORPORATION is reimbursing OWNER or paying CONTRACTOR for the work, the Contractor is subject to the payment of prevailing wages in connection with the work. The Contractor agrees to pay the prevailing rate of wages in accordance with Labor Code Section 1720, et. seq. and the regulations and rules promulgated in connection therewith and shall provide such certifications as may be requested by OWNER, CITY or CORPORATION in connection therewith prior to receipt of payment for the work or such other times as requested by the CITY or the CORPORATION. Contractor agrees to defend, indemnify, hold harmless CITY and CORPORATION in connection with a violation of this section in the full amount of any award, penalty, or otherwise and costs in connection with enforcement thereof, including but not limited to triple penalties and punitive expenses.
- c. **Payroll Record Reporting:** Each contractor and subcontractor shall comply with State Labor Code section 1776, and shall furnish the records (CPR's) specified in Section 1776 directly to the Labor Commissioner by DIR's electronic certified payroll (eCPR) reporting system. Further, contractor and subcontractor shall maintain and keep accurate payroll records of employees, and shall certify these records upon request by the CORPORATION. Said payroll records shall be made available to the Corporation, the State Division of Labor Standards Enforcement, and the State Division of Apprenticeship Standards. CORPORATION shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements. 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.

## **Section 13: Conflict of Interest**

CONTRACTOR agrees not to accept any employment or representation during the term of this Agreement, which is or may likely make CONTRACTOR "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by the CORPORATION on any matter in connection with which CONTRACTOR has been retained pursuant to this Agreement. CONTRACTOR agrees that any conflict or potential conflict of interest shall be fully disclosed prior to execution of this contract and CONTRACTOR shall comply with all applicable federal, state and county laws and regulations governing conflicts of interest.

## **Section 14: Arbitration**

Any controversy of claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration, a judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Arbitration will place said dispute before an impartial third party, agreeable by the OWNER, CORPORATION, and CONTRACTOR, who will be authorized to make a legally binding decision. In the absence of agreement, the parties shall utilize the services of the American Arbitration Association.

## **Section 15: Cancellation of Agreement**

- a. CITY or CORPORATION may cancel this Agreement at any time upon thirty (30) days written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.
- b. In the event of termination or cancellation of this Agreement by CORPORATION, due to no fault or failure or performance by CONTRACTOR, CONTRACTOR shall be paid compensation for all services performed by CONTRACTOR in an amount equal to the amount of services performed prior to the effective date of termination or cancellation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year written below:

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PROPERTY OWNER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PROPERTY OWNER

\_\_\_\_\_  
DATE

CONCURRED BY:

THE PERRIS COMMUNITY ECONOMIC DEVELOPMENT CORPORATION

\_\_\_\_\_  
PROGRAM ADMINISTRATOR

\_\_\_\_\_  
DATE

## **EXHIBIT A**

### **Description of Work**

**EXHIBIT B**  
**Grant Agreement**

CITY COUNCIL  
AGENDA SUBMITTAL

**Meeting Date: March 29, 2016**

**SUBJECT: Approval of Agreements for Purchase and Sale of Real Property  
("Purchase & Sale Agreements") By & Between:**

**(1) City of Perris & The SoCo Group, Inc., Authorizing the City to Acquire Portions of the Property Located at 41 North Perris Boulevard, and a Temporary Construction Easement Thereon;  
*and***

**(2) City of Perris & Harald & Heidi M. Rungaldier, Trustees of Rungaldier Family Trust, under Declaration of Trust dated January 25, 1988, Authorizing the City to Acquire Portions of the Properties Located at (i) the Northeast Corner of Perris Blvd. & 3rd Avenue and (ii) 213 E. 2<sup>nd</sup> Street and 209 S. Perris Blvd., and Temporary Construction Easements Thereon**

**REQUESTED ACTION:** That the City Council approve the terms and conditions of the Purchase & Sale Agreements and authorize the Mayor or City Manager to execute the same in a form approved by the City Attorney.

**CONTACT(S):** Eric Dunn, City Attorney  
Habib Motlagh, City Engineer

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**BACKGROUND/DISCUSSION:**

**The Project**

The City of Perris ("City") is improving and expanding the Perris Boulevard Arterial based on its assessment of the City's current and future highway needs as discussed in the City's Circulation Element and summarized herein (the "Project"). When the proposed Project is complete, Perris Boulevard will be expanded to a six (6) lane arterial from the northern boundary of the City's geographic limits to Placentia Avenue.

The City has conducted an assessment of its current and future (Year 2030) highway needs, as discussed in the City's Circulation Element; and of its anticipated growth and development, as reflected in the City's Land Use Element. Based on this assessment, the City has determined that the construction of the Project will ensure that the minimum level of service standard recommended in the Circulation Element ("LOS D") will be maintained through Year 2030. As set forth below, the attached Purchase & Sale Agreements presented for City Council consideration helps to implement the Project.

**Proposed Acquisitions & Agreements**

The City has commenced the process of acquiring, through the lawful exercise of its power of eminent domain, portions of certain properties located along Perris Boulevard which will be

necessary for Project construction. To that end, in 2015, the City commissioned and obtained appraisals of the proposed acquisitions along Perris Boulevard in the Project Area.

Thereafter, the City sent an offer pursuant to Government Code § 7267.2 (“Government Code Offer”) to each of the affected property owners. Following negotiations with the property owners who have responded to the City’s offer, the City has reached settlement with the following owners as to the following properties, and seeks City Council approval of the same:

***SoCo Property***

On June 23, 2015, the City made a Government Code Offer to purchase certain interests in the property located at 41 North Perris Boulevard and identified as Assessor’s Parcel Number (“APN”) No. 310-021-020 (the “SoCo Property”) for the Project. The SoCo Property is owned by The SoCo Group, Inc., a California corporation (“SoCo”).

Since that time, settlement negotiations have been conducted by and between representatives of the City and the property owner, and SoCo accepted an offer of settlement pursuant to the terms and conditions summarized below and set forth in detailed in the proposed SoCo Purchase & Sale Agreement attached as Attachment 1 to this report:

(1) **Purchase Price.** In return for the payment by the City to SoCo of the appraised value of the SoCo Property – Fifty-Six Thousand Six Hundred Thirty-One Dollars and Zero Cents (\$56,631.00) – the City will acquire:

- (a) ownership of approximately 2,100 square feet of the SoCo Property located along the western edge of said property abutting Perris Boulevard, which is approximately 14 feet in width, allowing for a road right-of-way acquisition;
- (b) ownership of approximately 287 square feet of the SoCo Property located along First Street, allowing for a corner widening acquisition ; *and*
- (c) a temporary construction easement (“TCE”) and authorization to enter, for a limited duration and term subject to the conditions set forth in the Grant of Temporary Construction Easement (Exhibit E to Purchase & Sale Agreement) onto a portion of the “remainder” (*i.e.* the portion the City is not acquiring) of the SoCo Property to accommodate Project construction.

(2) **Restoration Work.** In addition, during Project construction, the City will be performing the following restoration work in order to restore the remainder of the SoCo Property to its pre-Project condition:

- (a) Removal of existing street improvements, as needed for the construction of the Project;
- (b) Construction of new sidewalk, curb & gutter and handicap access ramps;
- (c) Construction of new 7’ high block wall and installation of wrought iron gate (all materials in-kind);
- (d) Construction of new access driveway per Riverside County standards; and
- (e) Installation of temporary fencing during Project construction and removal of the same when the block wall & chain link fencing are replaced in-kind.



### ***Rungaldier Properties***

On July 7, 2015, the City made a Government Code Offer to purchase certain interests in the property located at the northeast corner of Perris Boulevard and 3<sup>rd</sup> Street, identified as APN No. 310-021-020, which is currently vacant and unimproved (the “Rungaldier Vacant Property”) for the Project.

On September 24, 2015, the City made a Government Code Offer to purchase certain interests in the property located at the southeast corner of Perris Boulevard and 2<sup>nd</sup> Street, identified as APN Nos. 310-023-001 and 310-023-017, which is improved with an older building and equipment yard and utilized as a U-Haul business (the “Rungaldier U-Haul Property”) for the Project.

Both of the above-described properties, collectively referred to herein as the “Rungaldier Properties,” are owned by Harald & Heidi M. Rungaldier, Trustees of Rungaldier Family Trust, under Declaration of Trust dated January 25, 1988 (the “Rungaldiers”).

Following these Government Code Offers, settlement negotiations were conducted by and between representatives of the City and the Rungaldiers, and they have accepted an offer of settlement pursuant to the terms and conditions summarized below:

(1) Purchase Price. In return for the payment by the City to the Rungaldiers of the appraised value of the Rungaldier Properties – Thirty-Nine Thousand Eight Hundred Ninety-Six Dollars and Zero Cents (\$39,836.00) – the City will acquire:

- (a) ownership of approximately 2,100 square feet of the Rungaldier Vacant Property located along the western edge of said property abutting Perris Boulevard, which is approximately 14 feet in width, allowing for a road right-of-way acquisition;
- (b) ownership of approximately 287 square feet of the Rungaldier Vacant Property located along 3<sup>rd</sup> Street, allowing for a corner widening acquisition;
- (c) a TCE and authorization to enter, for a limited duration and term subject to the conditions set forth in a proposed Grant of TCE, onto a portion of the remainder of the Rungaldier Vacant Property to accommodate Project construction;
- (d) ownership of approximately 2,100 square feet of the Rungaldier U-Haul Property located along the western edge of said property abutting Perris Boulevard, which is approximately 14 feet in width, allowing for a road right-of-way acquisition;
- (e) ownership of approximately 287 square feet of the Rungaldier U-Haul Property located along 2<sup>nd</sup> Street, allowing for a corner widening acquisition; *and*
- (f) a TCE and authorization to enter, for a limited duration and term subject to the conditions set forth in a proposed Grant of TCE, onto a portion of the remainder of the Rungaldier U-Haul Property to accommodate Project construction.

(2) U-Haul Restoration Work. In addition, during Project construction, the City will be performing the following restoration work in order to restore the remainder of the Rungaldier U-Haul Property to its pre-Project condition:

- (a) Removal of existing street improvements, as needed for the construction of the Project;

- (b) Construction of new sidewalk, curb & gutter and handicap access ramps;
  - (c) Relocation of the existing chain link fence and gate;
  - (d) Construction of new concrete driveway apron and curb cut per Riverside County standards; and
  - (f) Installation of temporary fencing during Project construction and removal of the same when the chain link fencing is replaced.
- 

**FISCAL IMPACT:**

The purchase price to the City of the above-described interests in the SoCo Property is Fifty-Six Thousand Six Hundred Thirty-One Dollars and Zero Cents (\$56,631.00).

The purchase price to the City of the above-described interests in the Rungaldier Properties is Thirty-Nine Thousand Eight Hundred Ninety-Six Dollars and Zero Cents (\$39,836.00).

These purchases will be funded by TUMF and DIF.

In addition, the City will be conducting the above-detailed restoration work on the SoCo Property and U-Haul Property at its own cost and expense during Project construction.

---

Reviewed by:

City Attorney   X    
Assistant City Manager   RC  

Attachment:

1. Agreement for Purchase & Sale of SoCo Property

Consent: X  
Public Hearing:  
Business Item:  
Other:

**AGREEMENT FOR PURCHASE AND SALE**  
**OF REAL PROPERTY**

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the CITY OF PERRIS, a municipal corporation and general law city (hereinafter referred to as "Buyer" or "City"), and THE SOCO GROUP, INC., a California corporation (hereinafter referred to as "Seller" or "SOCO"). City and SOCO are sometimes referred to herein individually as a "Party" and collectively as "Parties."

**RECITALS:**

A. Seller is the owner of the fee simple interest in the real property located at 41 North Perris Blvd. in the City of Perris, County of Riverside, California, which is referred to as Assessor's Parcel Number ("APN") No. 310-021-020 (the "Property"). The Property is currently utilized as a commercial card-lock diesel fueling station.

B. Buyer wishes to acquire the following interests in the Property for the Project, which interests are hereinafter collectively referred to as the "Subject Interests":

(i) the fee simple interest in the approximately 2,100 square feet of real property located along the western edge of the Property abutting Perris Blvd., which is approximately 14 feet in width, allowing for a road right-of-way acquisition ("Parcel A") *and* (b) the fee simple interest in the approximately 287 square feet of real property located along First Street, allowing for a corner widening acquisition ("Parcel B"), which Parcels are each individually identified and described in the Legal Description attached hereto and incorporated herein as Exhibit "A-1" and individually identified and depicted on the map attached hereto and incorporated herein as Exhibit "B-1" (collectively, the "Fee Interest Area"); *and*

(ii) a temporary construction easement ("TCE") and authorization to enter, for a limited duration and term subject to the conditions set forth in the Grant of Temporary Construction Easement attached hereto as Exhibit "E", the portion of the Property described in the Legal Description attached hereto and incorporated herein as Exhibit "A-2" and depicted on the map attached hereto and incorporated herein as Exhibit "B-2" (the "Easement Area").

C. The Buyer wishes to acquire the Subject Interests in the Property for the Perris Boulevard Road Project, which generally consists of the expansion of Perris Boulevard arterial (the "Project").

D. On October 23, 2015, Buyer made an offer to Seller, pursuant to Government Code § 7267.2, to purchase the Subject Interests. Negotiations ensued and the Parties have

reached agreement on the terms of the acquisition of the Subject Interests by the City for the construction of the Project.

E. As described in detail herein, in order to restore the portions of the Property not being acquired by the City for the Project (the "Remainder"), Buyer has agreed to conduct certain restoration work in connection with the Project (the "Restoration Work").

F. Due to the economics of this transaction, it will be conducted without an escrow and incurring escrow fees and costs.

G. The Parties have reached agreement on the purchase of the Subject Interests in the Property and performance of the Restoration Work to the Property described hereunder in accordance with the terms hereof.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## **TERMS AND CONDITIONS**

### **1. PURCHASE AND SALE OF SUBJECT INTERESTS.**

Subject to and on the terms and conditions herein set forth, Buyer hereby agrees to purchase from Seller, and Seller agrees to sell, assign and convey the Subject Interests herein described to Buyer. Seller further expressly agrees not to convey fee title to the Subject Interests prior to consummation of this transaction to any other person so long as Seller receives the Purchase Price within thirty (30) days of the Buyer's receipt of the Grant Deed and Grant of Temporary Construction Easement, and confirmation of recordation.

### **2. PAYMENT OF PURCHASE PRICE.**

#### **2.1 Amount of Purchase Price.**

The "Purchase Price" for the Subject Interests in the Property shall be Fifty-Six Thousand Six Hundred Thirty-One Dollars and Zero Cents (\$56,631.00).

#### **2.2 Payment of Purchase Price.**

Within 30 days after Buyer has confirmed recordation of the Grant Deed and the Grant of Temporary Construction Easement (both defined below) transferring title to the Subject Interests to the Buyer, Buyer shall deposit the Purchase Price with Seller in "good funds." "Good funds" shall mean either a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California, or cash.

**2.3 Restoration Work.** In order to restore the Remainder to its pre-Project condition, as detailed and depicted in the exhibit attached hereto as Exhibit "C," the Parties agree that the following restoration work will be completed by Buyer as part of the Project:

- (a) Removal of existing street improvements, as needed for the construction of the Project;
- (b) Construction of new sidewalk, curb & gutter and handicap access ramps;
- (c) Construction of new 7' high block wall and installation of wrought iron gate (all materials in-kind);
- (d) Construction of new access driveway per Riverside County standards; and
- (e) Installation of temporary fencing during Project construction and removal of the same when the block wall & chain link fencing are replaced in-kind (collectively, the "Restoration Work").

**2.4 Purchase Price All Inclusive.** The Parties agree that the total compensation to be paid by Buyer to Seller constitutes full and just compensation for the Subject Interests and is inclusive of Seller's interest in the Subject Interests and any rights or obligations which exist or may arise out of the acquisition of the same for the Project including, without limitation, Seller's fee interest in the Fee Interest Area, severance damages, relocation expenses, loss of business goodwill, costs, interest, attorneys' fees, and any claim whatsoever of Seller which might arise out of or relate to, in any respect, the acquisition of the Subject Interests by Buyer. Seller further acknowledges that the Purchase Price includes compensation for the cost of conducting any and all repairs to the Property, including but not limited to the performance of the Restoration Work on the Property in connection with the Project at Buyer's expense. Seller expressly waives any and all rights to compensation for any such interest or right except as specifically provided herein, but such waiver does not include waiving any claim arising from failure to perform this Agreement.

**2.5 Deliveries by Seller.** Seller shall deliver to Buyer:

- (a) The Grant Deed, duly executed and in recordable form, substantially in the form attached hereto and incorporated herein as Exhibit "D" conveying fee title to the Property to Buyer.
- (b) The Grant of Temporary Construction Easement, duly executed and in recordable form, substantially in the form attached hereto and incorporated herein as Exhibit "E" conveying a temporary construction easement over the Property to Buyer.
- (c) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes, substantially in the form attached hereto and incorporated herein as Exhibit "F." If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at the time this Agreement is returned to Buyer, Buyer shall deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.
- (d) An affidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18662 or

successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at the time this Agreement is returned to Buyer, Buyer shall deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.

(e) If the Seller is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the Property.

## **2.6 Method of Delivery.**

Seller shall mail the documents described in Section 2.5 to Buyer at the address shown in Section 9.4 with the date of receipt by Buyer being the Delivery Date. Upon receipt and confirmation of recording of the Grant Deed and Grant of Temporary Construction Easement, the Buyer shall mail the Purchase Price to Seller at the address set forth in the Estoppel, if different from that in Section 9.4 of this Agreement, and otherwise at the address in Section 9.4. Alternatively, the Seller and Buyer shall arrange a mutually agreed upon place and time, so long as acknowledged in writing, to exchange the documents in Section 2.5 for the Purchase Price.

## **2.7 Disclosure Concerning Potential for Eminent Domain Proceedings.**

Buyer may commence or has commenced an eminent domain action in order to acquire the Subject Interests in the Property that Buyer is unable to acquire by a voluntary purchase and sale. As a result of this eminent domain action, persons who do not voluntarily sell the Subject Interests in the Property to the Buyer may be awarded by the court just compensation for their interests in the Property that is greater in amount than the amount Buyer is paying for Seller's interests in the Subject Interests pursuant to this Agreement.

Seller acknowledges that Seller might receive more money per square foot for the Subject Interests in the Property if Sellers were to participate in the eminent domain case than Sellers will receive under this Agreement. By signing this Agreement, Seller acknowledges that (i) Seller will not be made a party to the eminent domain case, or, if made a party, will be dismissed with prejudice, and (ii) Seller will not, under any circumstances, receive any greater compensation for the Subject Interests in the Property than the Purchase Price stated in this Agreement, and (iii) Seller waives all rights to additional compensation for the Subject Interests in the Property.

## **3. CLOSING DATE; TIME OF ESSENCE.**

### **3.1 Closing Date.**

The "Closing Date" will be the date when Buyer pays to Seller the Purchase Price and shall occur within 30 days of the date of delivery by Seller to Buyer of all of the documents stated in Section 2.5 ("Delivery Date"). Buyer shall be entitled to record the Grant Deed and Grant of Temporary Construction Easement after it receives the Grant Deed and Grant of Temporary Construction Easement.

### **3.2 Limits of Acceptance.**

Buyer desires the Seller to sign this Agreement, if at all, on or before **March 14, 2016**. This Agreement, if not signed by Seller and returned to Buyer, will be deemed withdrawn by Buyer on **March 15, 2016**.

### **3.3 Time of Essence.**

Buyer and Seller specifically understand that time is of the essence and Buyer and Seller each specifically agrees to strictly comply and perform its obligations herein in the time and manner specified and waives any and all rights to claim such compliance by mere substantial compliance with the terms of this Agreement.

## **4. REPRESENTATIONS AND WARRANTIES.**

### **4.1 Representations and Warranties.**

Seller makes the following representations and warranties to Buyer, each of which is: (i) material and being relied upon by Buyer; and (ii) is true, complete and not misleading in any material respect as of the date Seller has returned to Buyer a signed copy of this Agreement and accompanying documentation and the Closing Date. If prior to Seller submitting the Agreement, Grant Deed and Grant of Temporary Construction Easement to Buyer, Seller acquires actual knowledge that any of the following representations and warranties may not be true in all material aspects, Seller hereby covenants to give immediate written notice thereof to Buyer ("Seller's Representations Notice"). In such event, Buyer may elect to pursue the remedies in Section 6.2. All representations herein are to the best of "Seller's knowledge" (and any similar word or phrase) meaning the current, actual knowledge of Seller's owners, members and managers, after reasonable inquiry or investigation.

(a) The information contained in the recitals is true and correct to the best of Seller's knowledge.

(b) Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal or proposed legislation that would affect the Property, or the right to occupy or utilize same, or Seller's ability to perform its obligations hereunder, other than an eminent domain action filed or to be filed by Buyer.

(c) Until the Closing, Seller shall not do anything which would impair Seller's title to any of the Property or create any new encumbrance to title.

(d) Seller is not the subject of a bankruptcy, insolvency or probate proceeding nor any financial obligations concerning the Property which could become liens or encumbrances prior to the Closing.

(e) Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder.

(f) Seller has disclosed to Buyer in writing any actual knowledge that Seller has of the environmental condition of the Property.

(g) Until the Closing, if Seller learns of any fact or condition which would cause any of the warranties and representations in this Section not to be true as of the Closing, Seller shall immediately give written notice of such fact or condition to Buyer.

## **5. CLOSING PROVISIONS.**

### **5.1 General Provisions.**

Subject to satisfaction of the contingencies herein described, Buyer shall complete this transaction by recording the Grant Deed and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement. All disbursements shall be made by good funds. This Agreement and any modifications, amendments, or supplements thereto may be executed in counterparts and shall be valid and binding as if all of the parties' signatures were on one document.

### **5.2 Distribution of Funds and Documents.**

(a) Buyer will, at Closing, send by US mail or wire transfer (or hold for personal pickup) to Seller, or order, the balance of the cash portion of the Total Price to which Seller will be entitled.

(b) Buyer will, at close of Escrow, send by US mail (or hold for personal pickup, if requested) to Seller, a copy of each document caused to be recorded by Buyer (conformed to show recording data).

(c) Buyer will report the transaction to the Internal Revenue Service as required by Section 6045 of the Internal Revenue Code. Seller will provide Buyer with all documents needed to satisfy this reporting requirement.

## **6. TERMINATION AND CANCELLATION OF AGREEMENT.**

**6.1 Right to Terminate.** Time is of the essence in this Agreement. Buyer's offer to purchase this Property shall not extend beyond 30 days after the mailing of this Agreement. If the Seller does not sign and send in a copy of this Agreement and related documents and the Agreement is not extended by mutual instructions of the Parties, this offer shall be deemed terminated without further notice or instructions.

**6.2 Remedies of Parties.** Notwithstanding anything to the contrary herein, if either Party commits a material breach of any of the covenants, representations, warranties or other agreements set forth herein, the non-defaulting Party may either (i) proceed with purchasing the Property, reserving all other rights and remedies available to it hereunder, or (ii) pursue any remedies non-defaulting Party has for defaulting Party's breach, but only after delivering written notice of the breach to the defaulting Party and the passage of a ten (10) day period for the defaulting Party to cure the breach, if curable. Nothing herein prevents non-defaulting Party



from filing a Los Angeles County Superior Court action for specific performance if there is a material default by defaulting Party.

**7. BROKERAGE COMMISSIONS.**

Buyer and Seller each represent and warrant to the other that they have had no dealings with any person, firm, broker or finder in connection with the negotiation of this Agreement, no third party is entitled to a broker's commission and/or finder's fee with respect to the transaction contemplated by this Agreement. Buyer and Seller each agree to indemnify and hold the other party harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims for fees or commissions by any such third party, based upon dealings, acts or agreements by the indemnifying party, if any, to pay a broker's commission and/or finder's fee.

**8. RISK OF PHYSICAL LOSS.**

Risk of physical loss to the Subject Interests in the Property shall be borne by Seller prior to the Closing and by Buyer thereafter. In the event that the Property shall be damaged by fire, flood, earthquake or other casualty Buyer shall have the option to terminate this Agreement, provided notice of such termination is delivered to Seller within twenty (20) days following the date Buyer learns of the occurrence of such casualty. If Buyer fails to terminate this Agreement pursuant to the foregoing sentence within said twenty (20) day period, Buyer shall complete the acquisition of the Subject Interests in the Property, in which case Seller shall assign to Buyer the interest of Seller in all insurance proceeds relating to such damage. Seller shall consult with Buyer regarding any proposed settlement with the insurer and Buyer shall have the reasonable right of approval thereof. Seller shall hold such proceeds until the Closing. In the event this Agreement is terminated for any reason, Buyer shall have no right to any insurance proceeds.

**9. MISCELLANEOUS.**

**9.1 No Conflict of Interest.**

No officer or employee of the Buyer 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 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. Seller 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.

**9.2 Governing Law; Venue.**

This Agreement is governed by the law of the State of California. In the event of any dispute, venue shall be in the Superior Court of Los Angeles County.

**9.3 Attorneys' Fees.**

If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the

Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

**9.4 Notices.**

(a) Any notice which either party may desire to give to the other party or to the Escrow Holder must be in writing and may be given by personal delivery, facsimile or by mailing the same by U.S. mail to the party to whom the notice is directed at the address of such party hereinafter set forth, or such other address and to such other persons as the parties may hereafter designate:

To Seller: The SoCo Group, Inc.  
5962 Priestly Drive  
Carlsbad, CA 92008  
Attn: Toby Taitano, SVP & CFO

To Buyer: City of Perris  
101 North D Street  
Perris, California 92570  
Attn: Habib Motlagh, City Engineer  
Fax: (562) 989-7393

Copy To: Aleshire & Wynder, LLP  
3880 Lemon Street Suite 520  
Riverside, CA 92501  
Attn: Eric Dunn, City Attorney  
Fax: (951) 300-0985

(b) Service of any such communication shall be deemed made on the date of actual receipt if personally delivered. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. Communications transmitted by facsimile transmission shall be deemed delivered upon telephonic confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

(c) Any Party hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

**9.5 Interpretation; Governing Law.**

This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

**9.6 No Waiver.**

No delay or omission by either party hereto in exercising any right or power accruing upon the compliance or failure of performance by the other party hereto under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party hereto of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

**9.7 Modifications.**

Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

**9.8 Severability.**

If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**9.9 Merger of Prior Agreements and Understandings.**

This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

**9.10 No Withholding Because Non-Foreign Seller.**

Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code Section 1445 or an out-of-state seller under California Revenue and Tax Code Section 18862 and that it will deliver to Buyer on or before the Close of Escrow (i) a non-foreign affidavit pursuant to Internal Revenue Code Section 1445(b)(2) on a form provided by Buyer and the Regulations promulgated thereunder and (ii) a California Form 590.

**9.11 Execution in Counterparts.**

This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

**9.12 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 FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Purchase and Sale of Real Property and Escrow Instructions as of the date set forth above.

**"BUYER"**

CITY OF PERRIS

By: \_\_\_\_\_  
Daryl Busch, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

\_\_\_\_\_  
Eric Dunn, City Attorney

**"SELLER"**

THE SOCO GROUP, INC., a California corporation

By: \_\_\_\_\_  
Toby Taitano  
Senior Vice President & Chief  
Financial Officer

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF SUBJECT INTERESTS**

**EXHIBIT "A-1"**

**LEGAL DESCRIPTION OF FEE INTEREST AREA**

**EXHIBIT "A-1"**  
**LEGAL DESCRIPTION**  
**A.P.N. 310-021-020**

**PARCEL "A"**

THE WEST 14.00 FEET OF LOT 24 IN BLOCK 1 OF THE MAP OF CARPENTER'S ADDITION TO PERRIS, AS SHOWN BY MAP ON FILE IN BOOK 4 OF MAPS, AT PAGE 244, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

SAID LAND IS LOCATED IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, CALIFORNIA AND CONTAINS 2100 SQUARE FEET, MORE OR LESS.

THE ABOVE DESCRIBED PARCEL OF LAND IS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

**PARCEL "B"**

THAT PORTION OF LOT 24 IN BLOCK 1 OF THE MAP OF CARPENTER'S ADDITION TO PERRIS, AS SHOWN BY MAP ON FILE IN BOOK 4 OF MAPS, AT PAGE 244, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF ABOVE DESCRIBED PARCEL "A":

THENCE NORTH 00° 04' 59" WEST, ALONG THE EAST LINE OF SAID PARCEL "A", A DISTANCE OF 24.97 FEET:

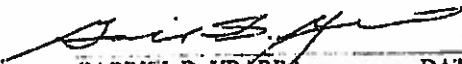
THENCE SOUTH 42° 39' 07" EAST, A DISTANCE OF 33.95 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 24:

THENCE NORTH 89° 59' 59" WEST, A DISTANCE OF 22.96 FEET TO THE POINT OF BEGINNING.

SAID LAND IS LOCATED IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, CALIFORNIA AND CONTAINS 287 SQUARE FEET, MORE OR LESS.

THE ABOVE DESCRIBED PARCEL OF LAND IS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED UNDER THE SUPERVISION OF

  
GABRIEL D. YBARRA      DATE 9-9-10  
LAND SURVEYOR NO. 4343  
REGISTRATION EXPIRES 06-30-2016



2014-35501014



**EXHIBIT "A-2"**

**LEGAL DESCRIPTION OF EASEMENT AREA**

**EXHIBIT "A-2"**  
**LEGAL DESCRIPTION**  
**FOR TEMPORARY CONSTRUCTION EASEMENT**  
**A.P.N. 310-021-020**

**PARCEL "A"**

THAT PORTION OF LOT 24 IN BLOCK 1 OF THE MAP OF CARPENTER'S ADDITION TO PERRIS, AS SHOWN BY MAP ON FILE IN BOOK 4 OF MAPS, AT PAGE 244, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST 14.00 FEET OF LOT 24 IN BLOCK 1 OF SAID MAP;

THENCE SOUTH 00° 04' 59" EAST, ALONG THE EAST LINE OF SAID WEST 14.00 FEET, A DISTANCE OF 125.03 FEET;

THENCE SOUTH 42° 39' 07" EAST, A DISTANCE OF 33.95 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 24;

THENCE NORTH 47° 20' 53" EAST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 42° 39' 07" WEST, A DISTANCE OF 30.05 FEET TO A POINT ON THE EAST LINE OF THE WEST 24.00 FEET OF SAID LOT 24;

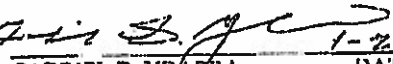
THENCE NORTH 00° 04' 59" WEST, ALONG THE EAST LINE OF SAID WEST 24.00 FEET, A DISTANCE OF 121.12 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 24;

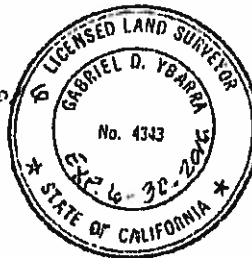
THENCE NORTH 89° 59' 59" WEST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID LAND IS LOCATED IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, CALIFORNIA AND CONTAINS 1,551 SQUARE FEET, MORE OR LESS.

THE ABOVE DESCRIBED PARCEL OF LAND IS SHOWN ON EXHIBIT "D" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED UNDER THE SUPERVISION OF

  
GABRIEL D. YBARRA      1-20-20      DATE  
LAND SURVEYOR NO. 4343  
REGISTRATION EXPIRES 06-30-2016



2014-3356CoTemposumitgl

**EXHIBIT "B"**  
**PLAT MAPS OF SUBJECT INTERESTS**

**EXHIBIT "B-1"**

**PLAT MAP OF FEE INTEREST AREA**

### EXHIBIT "B-1" PLAT

SHOWING THE PROPOSED ACQUISITION OF RIGHT-OF-WAY OVER LOT 24 IN BLOCK 1 OF THE MAP OF CARPENTER'S ADDITION TO PERRIS AS SHOWN BY MAP ON FILE IN BOOK 4 OF MAPS, AT PAGE 244, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

THE SOCO GROUP  
A.P.N. 310-021-020

LINE DATA

(N)	BEARING	DISTANCE
①	N 00°04'59" W	24.97'
②	S 42°39'07" E	33.95'
③	N 80°59'59" W	22.98'



PREPARED UNDER THE SUPERVISION OF:  
*Gabriel D. Ybarra* 9/09/14  
GABRIEL D. YBARRA, L.S. 4343 DATE

Record Owner:  
The SoCo Group,  
A California Corporation  
41 N. Perris Boulevard  
Perris, CA 92570

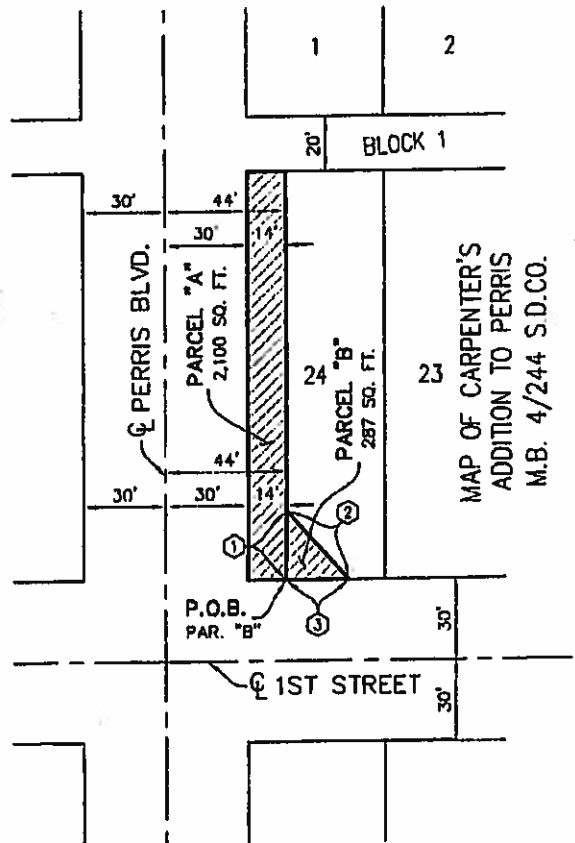
Exhibit prepared by:  
Action Surveys  
1045 Main Street, Suite 102  
Riverside, CA 92501  
(951) 686-6166

Exhibit prepared for:  
Tri Lake Consultants, Inc.  
120 N. Perris Boulevard  
Perris, CA 92570  
(951) 943-6504

Scale: 1" = 60'

Assessor's Parcel Numbers:  
310-021-020

Date Exhibit Prepared:  
September 9, 2014



**EXHIBIT "B-2"**

**PLAT MAP OF EASEMENT AREA**

## EXHIBIT "B-2" PLAT

SHEET 1 OF 1 SHEET

SHOWING THE TEMPORARY CONSTRUCTION EASEMENT OVER  
LOT 24 IN BLOCK 1 OF THE MAP OF CARPENTER'S ADDITION  
TO PERRIS AS SHOWN BY MAP ON FILE IN BOOK 4 OF MAPS,  
AT PAGE 244, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

### LINE DATA

#	BEARING	DISTANCE
①	S 00°04'59" E	125.03'
②	S 42°39'07" E	33.95'
③	N 47°20'53" E	10.00'
④	N 42°39'07" W	30.05'
⑤	N 00°04'59" W	121.12'
⑥	N 89°59'59" W	10.00'

**THE SOCO GROUP**  
A.P.N. 310-021-020



PREPARED UNDER THE SUPERVISION OF:

*Gabriel D. Ybarra*  
1/19/18  
GABRIEL D. YBARRA L.S. 4343 DATE

**Record Owner:**  
The SoCo Group,  
A California Corporation  
41 N. Perris Boulevard  
Perris, CA 92570

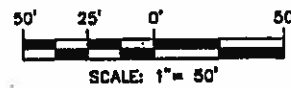
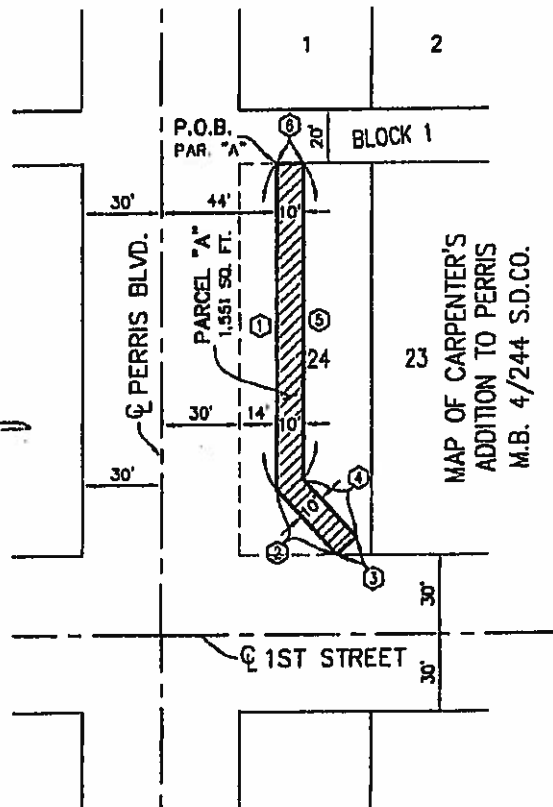
**Exhibit prepared by:**  
Action Surveys  
1045 Main Street, Suite 102  
Riverside, CA 92501  
(951) 686-6168

**Exhibit prepared for:**  
Tri Lake Consultants, Inc.  
24 S. "D" Street, Suite 100  
Perris, CA 92570  
(951) 943-6504

**Scale:** 1" = 50'

**Assessor's Parcel Numbers:**  
310-021-020

**Date Exhibit Prepared:**  
January 19, 2016

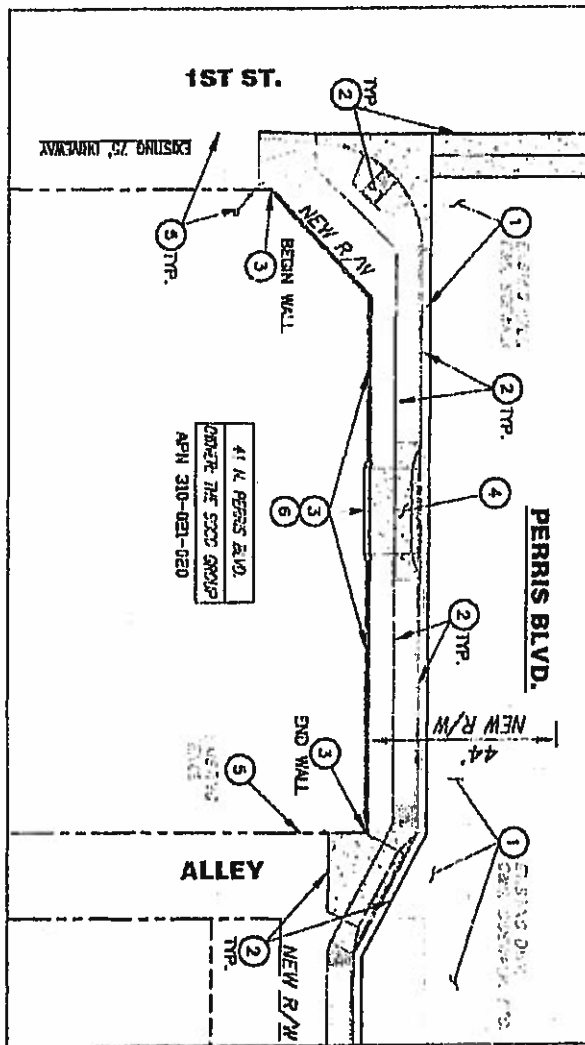


**EXHIBIT "C"**  
**DEPICTION OF RESTORATION WORK**



# SOCO

APN 310-021-020



**PROJECT CONSTRUCTION NOTES (work to be done by city):**

- ① REMOVE EXISTING STREET IMPROVEMENTS AS NEEDED.
- ② CONSTRUCT NEW IMPROVEMENTS: SIDEWALK, CURB & GUTTER AND ACCESSIBLE RAUPS.
- ③ CONSTRUCT NEW 7' HIGH BLOCK WALL AND INSTALL BROUGHT RON GATE.
- ④ CONSTRUCT NEW ACCESS DRIVEWAY PER RIVERSIDE COUNTY STANDARDS.
- ⑤ PROJECT IN PLACE EXISTING IMPROVEMENTS NOT IN CONFLICT WITH NEW IMPROVEMENTS.
- ⑥ CITY TO PROVIDE TEMPORARY FENCING DURING CONSTRUCTION. FENCE TO BE REMOVED AFTER COMPLETION OF NEW WALL CONSTRUCTION.

**LEGEND:**



DATE 08/01/15

**EXHIBIT "D"**

**GRANT DEED**

**FREE RECORDING REQUESTED BY**

**AND WHEN RECORDED MAIL TO:**

City of Perris  
101 North D Street  
Perris, California 92570  
Attn: Habib Motlagh, City Engineer

---

(Space Above This Line for Recorder's Office Use Only)  
(Exempt from Recording Fee per Gov. Code § 6103)

**GRANT DEED**

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, THE SOCO GROUP, INC., a California corporation, ("Grantor"), hereby grants to the CITY OF PERRIS, a municipal corporation and general law city ("Grantee"), the undivided fee simple interest in those certain portions of the real property located at 41 North Perris Blvd. in the City of Perris, County of Riverside, California, which is referred to as Assessor's Parcel Number ("APN") No. 310-021-020, that are identified and described in the Legal Description attached hereto and incorporated herein as Exhibit "A" and depicted on the map attached hereto and incorporated herein as Exhibit "B."

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers or agents hereunto as of the date first above written.

**"GRANTOR":**

THE SOCO GROUP, INC., a California corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Toby Taitano, Senior Vice President &  
Chief Financial Officer

**CERTIFICATE OF ACCEPTANCE**

Pursuant to Government Code Section 27281 this is to certify that the interest in real property conveyed by THE SOCO GROUP, INC., a California corporation, by Grant Deed to the CITY OF PERRIS is hereby accepted by the undersigned officer and agent of the CITY OF PERRIS pursuant to the authority conferred by a Purchase and Sale Agreement approved by of the CITY OF PERRIS dated \_\_\_\_\_, 2016, and that the CITY OF PERRIS consents to the recording of the Grant Deed.

Signed and dated in Signal Hill, California on \_\_\_\_\_, 2016.

**“GRANTEE”**

**CITY OF PERRIS**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Daryl Busch, Mayor

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

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

STATE OF CALIFORNIA )

)

COUNTY OF ORANGE )

On \_\_\_\_\_ before me, \_\_\_\_\_  
*Here, insert Name and Title of Officer*

personally appeared \_\_\_\_\_  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
*Signature of Notary Public*

**EXHIBIT "E"**

**GRANT OF TCE**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

City Clerk, City Hall  
101 N. "D" Street  
Perris, CA 92570

FREE RECORDING: This instrument is  
for the benefit of the City of Perris  
and is entitled to be recorded  
without fee. (Gov. Code 6103)

---

**APN 310-021-020**

**GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

THE SOCO GROUP, INC., a California corporation, ("Grantor"), owns certain improved real property located at 41 North Perris Blvd. in the City of Perris, County of Riverside, California, which is referred to as Assessor's Parcel Number ("APN") No. 310-021-020 (the "Property"), which Property is utilized as a commercial filling station.

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Grantor hereby grants to the CITY OF PERRIS, a municipal corporation and general law city ("Grantee" or "City"), the right to enter upon and use that portion of the Property herein described as the "Easement Area" for all purposes necessary to facilitate and accomplish the construction and installation of various public street improvements ("Temporary Construction Easement") in connection with the Perris Boulevard Road Project, which generally consists of the expansion of Perris Boulevard arterial (the "Project"). The Temporary Construction Easement to be used during construction of the Project consists of approximately 1,500 square feet as described on the attached legal description, referenced as Exhibit "A", and shown on the attached map, referenced as Exhibit "B" (hereinafter the "Easement Area").

Grantor's grant of the Temporary Construction Easement to the City for the Project shall be subject to the following:

1. A thirty (30) day written notice shall be given by Grantee to Grantor prior to using the rights herein granted. The rights herein granted may be exercised for a twelve (12) month period beginning after Grantee's ten (10) day written notice to Grantor, or until completion of the Project, whichever shall be sooner. Upon the City's recordation of a Notice of Completion for the Project with the Riverside County Recorder's Office, the Temporary Construction Easement granted herein shall be

automatically surrendered by Grantee, and Grantee's interests thereto shall be automatically reverted to Grantor as if quitclaimed by Grantee, and shall no longer represent any title interest of or to Grantor's Property. Nevertheless, if requested by Grantor following such termination, City will execute a quitclaim deed confirming such termination.

2. The rights granted herein include the right to enter upon and to pass and repass over and along the Easement Area, and to deposit tools, implements and other materials thereon by City, or its successors and assigns, its officers, agents and employees, and by persons or entities under contract with City, its successors and assigns, wherever and whenever necessary for the purpose of completing the Project in accordance with applicable laws. The City's activities may involve surveying, staking, excavation, grading, and other related uses that are reasonably required to construct the Project. City agrees not to damage Grantor's property in the process of performing such activities. At all times during the term of this Agreement (and during construction of the Project), Grantor's property will remain accessible for Grantor's ingress and egress.

3. At the termination of the period of use of Grantor's land by City, but before its relinquishment to Grantor, debris generated by City's use will be removed and the surface will be graded, if applicable, and left in a neat condition.

4. Any notice to be given or other document or documents to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

To Grantor:

The SoCo Group, Inc.  
5962 Priestly Drive  
Carlsbad, CA 92008  
Attn: Toby Taitano, SVP & CFO

To Grantee:

City of Perris  
101 North D Street  
Perris, California 92570  
Attn: Habib Motlagh, City Engineer  
Fax: (562) 989-7393

With copy to:

Aleshire & Wynder, LLP  
3880 Lemon Street Suite 520  
Riverside, CA 92501  
Attn: Eric Dunn, City Attorney  
Fax: (951) 300-0985

7. To the extent permitted by law, City (or its contractor) shall indemnify, defend and hold harmless Grantor from all losses, liabilities, costs, damages, expenses, causes of action, suits, claims or judgments, including attorney's fees and costs, (collectively, "Claims") arising directly out of or in connection with any act or omission of City, its employees, representatives, agents, suppliers or subcontractors, pursuant to this Agreement or otherwise, provided, however, that the foregoing duty to defend, indemnify and hold harmless the Grantor from and against any Claims shall not apply to any Claims (a) arising from the negligence or intentional misconduct of Grantor.

THE SOCO GROUP, INC.  
A California Corporation

By: \_\_\_\_\_  
Toby Taitano, Senior Vice President & Chief  
Financial Officer

COUNTY OF RIVERSIDE )  
  )  
CITY OF PERRIS             )

The undersigned officer, on behalf of the City of Perris, a municipal corporation, consents to the hereinabove Grant of Temporary Easement; provided, however, that this consent does not constitute acceptance of said Grant of Temporary Construction Easement at this time, but the City of Perris reserves all rights to accept said grant at any time hereafter.

CITY OF PERRIS

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Nancy Salazar  
Title: City Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

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

STATE OF CALIFORNIA )

)

COUNTY OF ORANGE )

On \_\_\_\_\_ before me, \_\_\_\_\_  
*Here, insert Name and Title of Officer*

personally appeared \_\_\_\_\_  
*Name(s) of Signer(s)*

\_\_\_\_\_

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
*Signature of Notary Public*



**EXHIBIT "F"**

**CERTIFICATE OF NON-FOREIGN STATUS**

Section 1445 of the Internal Revenue Code provides that the buyer of a U.S. real property interest must withhold tax if the seller is a foreign person. To inform the CITY OF PERRIS, a municipal corporation and general law city ("Buyer") that withholding of tax is not required upon the disposition of a U.S. real property interest by THE SOCO GROUP, INC., a California corporation ("Seller"), the undersigned hereby certifies the following on behalf of the Seller:

1. That the Seller is the owner of the following described property, to wit:

The fee simple interest in the real property located at 41 North Perris Blvd. in the City of Perris, County of Riverside, California, which is referred to as Assessor's Parcel Number ("APN") No. 310-021-020.

2. The Seller is not a non-resident alien for purposes of the U.S. income taxation (as such term is defined in the Internal Revenue Code and Income Tax Regulations).

3. The Seller's U.S. taxpayer identification number (Social Security Number) is

\_\_\_\_\_

4. The Seller's address is

\_\_\_\_\_

5. The Seller understands that this certification be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS CERTIFICATION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS TRUE, CORRECT AND COMPLETE, AND I FURTHER DECLARE THAT I HAVE AUTHORITY TO SIGN THIS DOCUMENT ON BEHALF OF THE SELLER.

DATED: \_\_\_\_\_

THE SOCO GROUP, INC., a California corporation

By: \_\_\_\_\_  
Toby Taitano, Senior Vice President & Chief Financial Officer

CITY COUNCIL AGENDA SUBMITTAL  
March 29, 2016

**SUBJECT:** Approval of the Draft FY 2016-217 Annual Action Plan Funding Recommendations for the Community Development Block Grant (CDBG) Program

**REQUESTED ACTION:**

That the City Council, after hearing all public comments, discussion and any amendments, adopt the attached resolution establishing:

1. Preliminary funding awards for the Fiscal Year (FY) 2016-2017 CDBG Program
2. Adding the funding awards to the Annual Action Plan
3. Adding the Senior Center Renovation Phase III and the Citywide Sidewalk and Bike path installation projects to the Fiscal Year 2016-2017 CIP Budget

**CONTACT:** Darren Madkin, Deputy City Manager 

---

**BACKGROUND/DISCUSSION:**

The City of Perris currently receives Community Development Block Grant (CDBG) entitlement funds from the U.S. Department of Housing and Urban Development (HUD). The primary purpose of CDBG funds is to benefit persons who earn less than 80% of the area median income (AMI) or reside in an eligible area.

As part of the process to receive entitlement funds, the City is required to have a Consolidated Plan and an Annual Action Plan. The purpose of the Consolidated Plan is to identify community development and housing needs and outline goals and objectives to meet those needs. The Annual Action Plan is the yearly document that details what activities the City will undertake and the amount of funding to be expended on the activities during the current CDBG fiscal year. The City Council adopted its second Five-Year Consolidated Plan (2014-2019) on May 13, 2014, along with its first Annual Action Plan (FY 2014-2015). The second Annual Action Plan (FY 2015-2016) was adopted by City Council on April 28, 2015.

On February 17, 2016 HUD staff announced the Fiscal Year 2016 allocations. The FY 2016-2017 allocation for the City of Perris is \$844,622

**Proposed Action Plan Allocations for the CDBG Program**

The primary purpose of the CDBG funds are to: 1) provide decent housing; 2) provide a suitable living environment; and 3) expand economic opportunities, principally for low-to-moderate income persons. In accordance with the CDBG national objectives, an activity must meet one of three objectives: 1) serve low-moderate income persons; 2) aid in the elimination of slum and blight; or 3) address recent, urgent health or welfare needs (e.g. national disaster). An activity may be eligible because it either benefits an area (activity serves a census tract which has 51% or more low-moderate income persons) or a limited clientele (persons and families with low-to-moderate income).

The following is a breakdown of CDBG-eligible funding categories for FY 2016-2017:

CDBG CATEGORY	CAP	AMOUNT
Planning/Administration	20%	\$168,924
Public Service	15%	\$126,693
Non-Public Service Activities	No cap	\$549,005
<b>Total Available CDBG Funds</b>		<b>\$844,622</b>

### **Administration**

A total of \$168,924 (20%) is available for Planning and Administration of Entitlement Programs, including general management, oversight, and coordination and monitoring of programs.

### **Public Service Category**

A total of \$126,693 is available for public service activities. The City received three (3) requests from City departments for public service funds, as well as ten (10) requests from private non-profit agencies. Two (2) of the applications from the private non-profit agencies did not attend the mandatory technical assistance CDBG application workshop and could not be considered for funding. All eligible applications were evaluated on criteria based on needs identified during development of the five-year Consolidated Plan. Staff recommends funding for one (1) of the City Department applicants and six (6) of the eight (8) eligible private non-profit agency applicants. The private non-profit programs recommended for funding are: Fair Housing Council of Riverside County (Fair Housing Services), Perris Valley Youth Association Sports (Youth Athletics), Sigma Beta Xi Inc., (Youth Employment Training), Boys and Girls Club of Perris (Youth Services), Community Connect (Information and Referral Services), and Family Service Association (Senior Citizen Meals).

### **Non-Public Service Category**

A total of \$549,004 is available for non-public service activities. The City received eight (8) funding requests from City departments to carry out eligible non-public service activities. The City received two (2) requests from private non-profit agencies. One (1) of the applications received from the private non-profit agency was ineligible and could not be considered for funding. The second private non-profit applicant submitted a request for home improvement services which is similar to a project that will be carried out by the City. The City department requests included funding for Housing Beautification, sidewalk and Bike Path Installation, D Street Public Enhancements, Demonstration Garden, Senior Center Renovations Phase III, and Park Improvements. CDBG-eligible activities for non-public services include: housing rehabilitation, housing services, public facility/infrastructure improvements, historic preservation, code enforcement, ADA improvements and economic development.

Under the direction of the City Council, staff is authorized to bring applications for funding to the Council before final allocations are approved and the Annual Action Plan is adopted and submitted to HUD. It is requested that Council make preliminary funding recommendations based on the projected FY 2016-2017 CDBG Entitlement amount of \$844,622.

Final allocations and adoption of the Annual Action Plan will be recommended for approval by the City Council at the April 26, 2016 City Council meeting. These final allocations will be submitted to HUD through the Annual Action Plan by May 17, 2016 as mandated by federal regulation.

In conformance with the strategy outlined by the Five Year Consolidated Plan, proposed allocations for the 2016-2017 Annual Action Plan are as follows:

**2016-2017 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

Estimated 2016-2017 CDBG Grant:	\$844,622
Estimated Carry-over/Unallocated Funds:	\$0
<b>Total Estimated Funding:</b>	<b>\$844,622</b>

**CDBG Allowable Distribution of Funds**

Public Services (15% of new grant):	\$126,693
Planning/Administration (20% of new grant):	\$168,924
Non-Public Services (Other Eligible Activities):	\$549,005
Estimated Carry-over/Unallocated Funds:	\$0
<b>Total Estimated Funding:</b>	<b>\$844,622</b>

**2016-2017 Funding Recommendation Summary**

Preliminary funding recommendations, as submitted by staff, are based on priorities as established by: prior year funding, survey data and stakeholder input. The final meeting for adoption of the Annual Action Plan is scheduled for April 26, 2016. Preliminary recommendations are as follows:

<b>Administration</b>	
<b>CDBG Administration</b>	<b>\$168,924</b>
<b>Public Service Allocations</b>	
Riverside Fair Housing Council: Fair Housing Program	\$26,000
Perris Valley Youth Association: Mentoring Program	\$31,000
Perris Community Svcs. Dept.: Perris Summer Youth Employment Program	\$20,928
Sigma Beta Xi, Inc.: Employment Training Program	\$18,000
Boys and Girls Club of Perris	\$14,000
Community Connect: 211 Riverside County Info & Referral Services	\$5,000
Family Service Association: FSA More than a Meal	\$11,765
<b>TOTAL PUBLIC SERVICE ALLOCATIONS</b>	<b>\$126,693</b>
<b>Non-Public Service Allocations</b>	
Perris Housing Authority: Rehabilitation Beautification Program	\$245,000
Perris Community Svcs Dept: Senior Center Renovation Phase III	\$54,005
Perris Engineers Office: Sidewalk & Bike Path Installation	\$250,000
<b>TOTAL NON-PUBLIC SERVICE ALLOCATIONS</b>	<b>\$549,005</b>
<b>TOTAL ESTIMATED CDBG ALLOCATIONS</b>	<b>\$844,622</b>

**PUBLIC NOTICE:** Notice was published on February 26, 2016, in the Perris Progress Newspaper (consistent with the City's Citizen Participation Plan) regarding the Action Plan Development and planned Council Meetings to provide citizens with an opportunity to comment on the Draft Annual Action Plan prior to adoption of the plan.

**BUDGET (or FISCAL) IMPACT:** The fiscal impact to the FY 2016-2017 City Operating Budget is an increase in revenue of \$844,622.

---

**Prepared by:** Sara Cortes de Pavon, Grants Manager

**Reviewed by:** Sabrina Chavez, Asst. Dir. of Community Services & Housing

Ron Carr, Assistant City Manager *RC*

**Attachments:** Resolution  
DRAFT 2016-2017 Annual Action Plan

**Public Hearing:** X

**Attachment #1**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS,  
APPROVING THE DRAFT FY 2016-2017 ACTION PLAN WITH  
PROPOSED FUNDING FOR THE COMMUNITY DEVELOPMENT  
BLOCK GRANT (CDBG) FEDERAL ENTITLEMENT PROGRAM**

**WHEREAS**, the City of Perris, pursuant to Federal regulations, and has solicited public input on the Draft FY 2014-15 Annual Action Plan with proposed funding; and

**WHEREAS**, the City of Perris, after due consideration and review, has complied with the necessary Federal, State and local regulations and requirements; and

**WHEREAS**, On March 29, 2016, the City Council considered community development and housing needs and approved preliminary CDBG funding recommendations for the FY 2016-2017 Action Plan; and

**WHEREAS**, the approvals herein are preliminary for inclusion in the Draft Annual Action Plan; final approval will be adopted on April 26, 2016.

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

**SECTION 1.** That the City Council approves the recommended funding amounts for projects funded under the Federal CDBG Entitlement Program as indicated in Exhibit A.

**SECTION 2.** That the City Council hereby authorizes adding the recommended funding amounts to the Draft Action Plan to be submitted to the Department of Housing and Urban Development (HUD) for FY 2016-2017 for the Federal Entitlement Program.

**SECTION 3.** That the City Council authorizes adding the Senior Center Renovation Phase III and the Citywide Sidewalk and Bike path Installation non-public service projects to the Fiscal Year 2016-2017 Capital Improvement Program budget.

**SECTION 4.** That the City Council authorizes the City Manager, or his designee, to execute all documents related to the Fiscal Year 2016-2017 CDBG Entitlement Program.

**SECTION 5.** That the City Clerk shall attest and certify to the passage of this resolution and it shall thereupon take effect and be in full force.

**PASSED, APPROVED, AND ADOPTED ON March 29, 2016, BY THE FOLLOWING VOTE:**

---

**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, 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 29<sup>th</sup> day of March 2016, by the following vote:

**AYES:  
NOES:  
ABSTAIN:  
ABSENT:**

---

**City Clerk, Nancy Salazar**

**Resolution Exhibits:**

**Exhibit A: Proposed CDBG Allocations**

Exhibit A

# Proposed FY 2016-2017 Allocations

CDBG Administration	<b>Administration</b>	<b>\$168,924</b>
<b>Public Service Allocations</b>		
Fair Housing Council of Riv. Co: Fair Housing Services		\$26,000
Perris Valley Youth Assoc.: Mentoring Program		\$31,000
Perris Community Svcs. Dept: Perris Summer Youth Employment Program		\$20,928
Sigma Beta Xi Inc.;; Employment Training Program		\$18,000
Boys and Girls Club		\$14,000
Community Connect: 211 Riverside Co. Information & Referral Services		\$5,000
Family Services Association: FSA More than a Meal		\$11,765
<b>TOTAL PUBLIC SERVICE ALLOCATIONS</b>		<b>\$126,693</b>
<b>Non-Public Service Allocations</b>		
Perris Housing Authority: Rehabilitation Beautification Program		\$245,000
Perris Community Services Dept: Senior Center Improvements Phase III		\$54,005
Perris Engineers Office: Sidewalk & Bike Path Installation		\$250,000
<b>TOTAL NON-PUBLIC SERVICE ALLOCATIONS</b>		<b>\$549,004</b>
<b>TOTAL ESTIMATED CDBG ALLOCATIONS</b>		<b>\$844,622</b>



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## I. THE PROCESS

### A. (AP 05) - EXECUTIVE SUMMARY

#### Introduction

The City of Perris's One Year Action Plan for Fiscal Year (FY) 2016-2017 includes the activities the City will undertake to address its priority needs and local objectives as outlined in its approved 2014-2019 Consolidated Plan. These activities will be addressed using funds received for the FY 2016-2017 program year under the Community Development Block Grant (CDBG). This Action Plan is a yearly funding plan.

The primary purpose of CDBG funds is to benefit persons who earn less than 80% of the area median income (AMI) or reside in an eligible area. Eligible low to moderate income areas were determined by the 2010 Census. Eligible activities include, but are not limited to, public service activities, infrastructure improvements, park improvements, code enforcement and Crime Free Multi-Housing.

Activities detailed in the Plan meet one of the following objectives:

- Benefit low to moderate-income persons;
- Aid in the prevention or elimination of slums or blight;
- Meet community development needs having a particular urgency;
- Create or preserve affordable housing; and
- Provide services to the homeless and aid in the prevention of homelessness.

Additionally, activities meet the following goals and objectives for Community Planning and Development (CPD) Programs of the U.S. Department of Housing and Urban Development (HUD):

1. To ensure **decent housing**;
2. To create and maintain **a suitable living environment**; and
3. To expand **economic opportunities**.

#### Summary of Objectives and Outcomes Identified in Consolidated Plan

##### GOAL 1: DECENT HOUSING

#### Housing Strategies

##### Objective 1: Provide Assistance to Enable Homeownership

- Homeownership Assistance Program
- Foreclosure Acquisition Program

Outcome: Affordability of decent housing to low-income persons

**Objective 2: Rehabilitate and Preserve Homeownership**

- Owner-Occupied Rehabilitation Program
- Senior Home Repair Program

Outcome: Sustainability of decent housing to low-income persons

**Objective 3: Expand Affordable Housing**

- Affordable Housing Development

Outcome: Affordability of decent housing to low-income persons

**Lead-Based Paint Hazards Strategy**

**Objective 4: Reduce Exposure to Lead-Based Paint Hazards**

- Lead Education and Prevention Program

Outcome: Availability/Accessibility of decent housing for low-income persons

**Fair Housing Strategy**

**Objective 5: Affirmatively Further Fair Housing**

- Fair Housing

Outcome: Availability/accessibility of decent housing for low-income persons

**GOAL 2: SUITABLE LIVING ENVIRONMENT**

**Homeless Strategy**

**Objective 1: Improve access to homeless services through street outreach**

- Homeless Outreach Program

Outcome: Availability/accessibility of services for a suitable living environment for low-income persons

**Public Service Strategies**

**Objective 2: Provide Community and Support Services for the Elderly and Youth Special Needs Populations and Beautifications Programs, Projects and Services through CDBG funded public service programs**

Outcome: Availability/accessibility of services for a suitable living environment for low-income persons

### **Community Development Strategy**

#### **Objective 3: Public Infrastructure Improvements in Eligible Areas**

Outcome: Availability/accessibility of improved public infrastructure/facilities for a suitable living environment for low-income persons

#### **Objective 4: Public Facilities Improvements in Eligible Areas**

Outcome: Availability/accessibility of improved public infrastructure/facilities for a suitable living environment for low-income persons

### **GOAL 3: ECONOMIC OPPORTUNITIES**

#### **Economic Development Strategy**

#### **Objective 1: Create Economic Development Opportunities**

Outcome: Availability/Accessibility of economic opportunities for low-income persons

### **Evaluation of Past Performance**

The City of Perris is in the second year of its current Consolidated Plan period (2014-2019) and has met or exceeded most of the goals set forth to ensure decent housing, a suitable living environment and economic opportunities.

Annually, public meetings were held, along with other outreach activities all in an effort to assist the City in choosing goals or projects that would best meet community needs. Projects funded included public service activities that focused on the youth and seniors, both of which were identified, as high priority needs.

The City continues to carry out its programs as identified in its approved Consolidated Plan (2014-2019). To date, the City has allocated all funding sources to complete programming outlined in annual Action Plans. The City has provided all requested certifications as required by HUD, and have been fair and impartial to entities applying for federal funds to assist in program implementation. The City has not hindered Consolidated Plan implementation through either willful action or through inaction.

### **Summary of Citizen Participation Process and Consultation Process**

In accordance with Federal regulations at 24 CFR 91.105 and 91.200, the City implemented a citizen participation process during the development of the Action Plan and Citizen Participation Plan. In an effort to broaden public participation, the City encouraged residents and community based organizations to provide input on community needs.

The following is a summary of the Citizen Participation Plan Process for development of the Action Plan:

Plan Development -Citizens were invited to provide input into development of the Action Plan, through one or more of the following mechanisms: community meetings/stakeholder focus groups, public comment period and public hearing process.

In addition, citizens were afforded an additional opportunity to provide input on the development of the Plan, including priority-funding requests through a Request for Proposals (RFP) process, the public comment period and the public hearing process. The development process also included consultation with government agencies, service providers and City residents in an effort to identify housing and community development needs.

Public Hearings and/or Meetings -Public hearings provide a major source of citizen input on proposed programs and activities. The City conducted a public hearing and held a public Council meeting in order to address housing and community development needs. Both were held before the proposed Annual Plan was adopted.

Public Notification -All notices regarding such hearings, including the date, time and location, were published in a local newspaper of general circulation at least ten (10) days prior to the date of public hearing.

Access to Meetings-All public hearings were conducted at the following location: City of Perris, City Hall Council Chambers, 101 N. D Street, Perris, CA 92570 Spanish translation is available at all public hearings if requested 72 hours in advance of meeting. This location is in compliance with the Americans with Disabilities Act (ADA).

Evaluation/Review and Comment- Citizens were given the opportunity to review and comment on the Action Plan from February 26, 2016 through April 26, 2016. The City published a public notice in the local newspaper informing interested persons about the Action Plan review/comment period (see appendices for a copy of the public notice).

Access to Information/Availability to the Public - As required by Federal regulations the Action Plan was made available at the following locations:

1. City Hall Clerk's Office; and
2. City of Perris, Housing Authority

Written Comments - Public comments were solicited for the Draft Action Plan through public notices for the public hearings. All comments were considered and submitted as part of the final Action Plan.

### **Summary of the Citizen Participation Process**

The City of Perris adheres to a citizen participation process when conducting program planning and reporting for the CDBG program as part of the Consolidated Plan, Action Plan, Citizen Participation Plan, and Consolidated Annual Performance and Evaluation Report (CAPER).

### **Substantial Amendments**

Substantial amendments to the Consolidated Plan/Action Plan are defined as:

- Cancellation of an activity previously described in the Plans
- Undertaking an activity not previously described in the Plans
- Substantially changing the purpose, scope, location, or beneficiaries of an activity

A substantial change in funding is herein defined as any amendment that exceeds 50% of the activity budget.

In the event that an amendment to the Plan qualifies as a substantial change, citizens will be given an opportunity to participate in the planning process. This opportunity will be afforded to the citizens in the following manner:

- a. Publication of Information for 30-day Comment Period
- b. Adoption of change through public hearing process

### **Technical Assistance**

The City conducted a technical assistance workshop during the development of the Action Plan to assist agencies or City departments choosing to assist low-income persons develop proposals for the CDBG Program. The technical assistance included:

- Providing information on Federal programs, including the amount of Federal funds available
- A review of proposal guidelines and requirements for submission of proposals
- Answering questions regarding the Consolidated Plan Development process and/or the proposal process

**Complaints/Grievance Procedure**

Citizens are encouraged to submit concerns or complaints in writing. All complaints should be submitted to:

City of Perris  
City Hall Council Chambers  
101 N. D Street  
Perris, CA 92570

During the actual development of the Action Plan submission, written concerns or complaints regarding the Plan shall initiate a written response indicating assessment of the complaint and/or proposals and actions taken to address the complaints and/or proposals before final submission of the Plan to HUD. The City shall ensure that reasonable attempts are made to respond to questions or complaints in a timely manner, usually within fifteen (15) working days after receipt of the inquiry.

**Summary of Public Comments**

**March 29, 2016 Public Hearing**

*To be inserted after public hearing.*

**April 26, 2016 Public Hearing**

*To be inserted after public hearing.*

**Comments Received During 30-Day Comment Period**

*To be inserted after public comment period ends.*

**Summary of Comments/Views Not Accepted/Reasons for Non-Acceptance**

No comments to date.

**Summary**

In conclusion, the Citizen Participation component of the Consolidated Plan requires major outreach to citizens and other stakeholders. The City of Perris makes every effort to reach the greatest number of persons possible to solicit input on community development and housing needs. All public comments received were incorporated in the Action Plan.

## **B. (PR 05) - LEAD & RESPONSIBLE AGENCIES**

A completed Action Plan describes the lead agency responsible for overseeing the development and implementation of the plan. It also includes a summary of the citizen participation process, public comments, and efforts made to broaden public participation in preparing the plan.

The City of Perris's Housing Authority is the lead agency in the development and implementation of the Action Plan. The Perris Housing Authority does not administer a Housing Voucher Choice Program and currently its only function is to administer grant programs.

## **C. (AP 10) - CONSULTATION**

### **Introduction**

Development of the City of Perris's 2016-2017 Action Plan is a result of consultation with a wide spectrum of public and private agencies. Staff consulted with several agencies to determine community needs and gaps in resources. A public notice was published informing Citizens, Community-Based Organizations, City Departments and the business community of the Action Plan Development process and requirements for submitting project proposals and requesting comments on community needs. A Needs Assessment Questionnaire was also distributed to residents to receive community input.

Other methods used during the consultation process included hosting a stakeholder focus group meeting that included a broad range of businesses and non-profit organizations. In addition, the City held a public hearing, conducted one-on-one personal interviews, and telephone interviews with key stakeholders.

### **Actions to enhance coordination between public and private agencies**

In Fiscal Year 16-17, the City will undertake the following activities to enhance coordination between public and private agencies:

- Continue to be a member of the County of Riverside Continuum of Care;
- Continue to promote fair housing;
- Coordinate with the Public Works Department in the provision of infrastructure delivery; and
- Coordinate with the Community Services Department and external agencies in the provision of public services.

### **Consultation with the Continuum of Care and Efforts to Address Homelessness**

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The City of Perris is within the County of Riverside Continuum of Care. The County of Riverside Continuum of Care (COC) is the lead agency. The City attends Board of Governance and Housing meetings that are conducted by the COC. The meetings are specifically designed to link communities and coordinate the efforts addressing the needs of homeless persons and those at-risk of homelessness.

The COC also conducts regular meetings of the entitlement cities within the Continuum of Care to discuss the use of Emergency Solutions Grant funds. The City attends these meetings and participates by bringing documents and information regarding the needs within the City of Perris for the Consolidated Planning Process.

The City participated in the 2013 and 2015 Homeless Point in Time Counts to conduct complete counts of every census tract within the City boundaries for Homeless Counts. The City hosted one deployment center and center coordinators for each of the counts. Data was provided for the point-in-time count.

**Consultation with the Continuum(s) of Care to Determine ESG Allocations**

The City of Perris does not receive ESG funds. However, each year the City conducts a Request for Proposals workshop for CDBG funding. Funding was allocated for Homeless Outreach during FY 2015-2016. Homeless Outreach services will be funded during FY 2016-2017 through Perris Housing Authority housing funds. The City specifically addresses the requirements for participating in HMIS for ESG grant awardees. Grantees are encouraged to apply for funding for HMIS within the proposal for request for funding for the other ESG components.

**Agencies, Groups, Organizations Participating in Process**

The following matrix provides a snapshot of agencies that participated during the consultation process:

24 CFR	Agency Type	Agency Consulted
91.100(a)(1)	Housing Services	<ul style="list-style-type: none"> <li>• Neighborhood Housing Services of the</li> <li>• Inland Empire</li> <li>• Perris Housing Authority</li> </ul>
	Fair Housing Services	<ul style="list-style-type: none"> <li>• Riverside Fair Housing Council</li> </ul>
	Homeless Services	<ul style="list-style-type: none"> <li>• Path of Life Ministries</li> </ul>
	Social/Health Services	<ul style="list-style-type: none"> <li>• Perris Valley Youth Association Sport</li> <li>• Dora Nelson African American Art &amp; History Museum</li> <li>• Riverside County Regional Park &amp; Open-Space District</li> <li>• Eagles Wing Community Outreach Center</li> <li>• Community Action Partnership</li> <li>• Outstanding Care Agency</li> <li>• Restoring Hope</li> <li>• Women Wonder Writers</li> </ul>

91.100(a)(2)	Chronically Homeless	• County of Riverside Continuum of Care
91.100(a)(3)	Lead-Based Paint	• Riverside County Department of Public Health
91.100(a)(4)	Government	• City of Perris Public Works Administration • City of Perris Community Services • City of Perris Economic Corporation
91.100(a)(5)	Planning Agencies	• City of Perris Planning Department
91.100(c)	PHA Plan	• Riverside County Housing Authority

The Consultation and Citizen Participation Process provided outreach to various organizations, agencies, service providers and residents, and included the following methods for gathering input:

- Stakeholder Focus Groups
- Public Hearings
- Consultation with Community Based Organizations

#### **D. (AP 12) - PARTICIPATION**

##### **Summary of the Citizen Participation Process**

The City of Perris adheres to a citizen participation process when conducting program planning and reporting for the CDBG program as part of the Consolidated Plan, Action Plan, Citizen Participation Plan, and Consolidated Annual Performance and Evaluation Report (CAPER).

The following is a summary of the Citizen Participation Plan Process for development of the Action Plan:

##### Action Plan Development

Citizens were invited to provide input into development of the Action Plan, including identification of priority needs and setting goals and objectives, through one or more of the following mechanisms: public comment period and public hearing process.

##### Public Hearings and/or Meetings

Public hearings provide a major source of citizen input on proposed programs and activities. The City conducted two public hearing and held a public Council meeting in order to address housing and community development needs. Public hearings were held before the proposed Annual Plan was adopted.

##### Public Notification

To ensure that all City residents had ample opportunity to take notice of all scheduled public hearings, all notices regarding such hearings, including the date, time and location,

were published in a local newspaper of general circulation at least ten (10) days prior to the date of public hearing.

**Evaluation/Review and Comment**

Citizens were given the opportunity to review and comment on the Draft One-Year Action Plan from February 26, 2016 through April 26, 2016. The City published a public notice in the local newspaper informing interested persons about the Action Plan review/comment period. (See Appendix C for a copy of the public notice)

**Access to Information/Availability to the Public**

As required by Federal regulations, the Action Plan was made available at the following locations:

1. City Hall Clerk's Office
2. City of Perris Housing Authority

**Summary of Public Comments**

**March 29, 2016 Public Hearing**

*To be inserted after public hearing.*

**April 26, 2016 Public Hearing**

*To be inserted after public hearing.*

**Comments Received During 30-Day Comment Period**

*To be inserted after comment period.*

**Summary of Comments/Views Not Accepted/Reasons for Non-Acceptance**

*To be inserted after comment period.*

**Summary**

In conclusion, the Citizen Participation component of the Consolidated Plan requires major outreach to citizens and other stakeholders. The City of Perris makes every effort to reach the greatest number of persons possible to solicit input on community development and housing needs. All public comments received were incorporated in the Action Plan.

**II. ANNUAL ACTION PLAN**

**A. (AP 15) – EXPECTED RESOURCES**

**Introduction**

The FY 2016-17 formula entitlement allocation is as follows:

<b>2016-17 ENTITLEMENT ALLOCATIONS &amp; REALLOCATED FUNDS</b>	<b>AMOUNT</b>
Community Development Block Grant (CDBG)	\$844,622
<b>ENTITLEMENT ALLOCATIONS TOTAL</b>	<b>\$844,622</b>
FY 2015-16 CDBG Anticipated Program Income	\$0
<b>TOTAL</b>	<b>\$844,622</b>

It is estimated that the following other Federal funds will be available during FY 2016 2017 to address priority needs:

<b>OTHER FEDERAL FUNDS (SOURCE OF FUNDS)</b>	<b>AMOUNT</b>	<b>PLANNED USE</b>
Neighborhood Stabilization Program (NSP3)	\$305,173	Single Family Acquisition Rehabilitation

**Use of Funds and Anticipated Outcomes are identified in Appendix C: Summary of Annual Goals and Objectives.**

**Federal Resources**

The following represents descriptions of the Federal resources available during FY 16-17.

Community Development Block Grant (CDBG)

CDBG funds are awarded to cities on a formula basis to develop viable urban communities by providing decent housing, a suitable living environment, and expanded economic opportunities to low-to-moderate income persons.

State-Allocated HOME Investment Partnership Act (HOME) funds

These are Federal funds allocated to the City of Perris through the State of California to increase, improve, and preserve the supply of affordable housing.

**Non-Federal Resources/Leveraging**

In addition to the Federal resources indicated, the City uses a variety of mechanisms to leverage additional resources. In street reconstruction, other funds besides CDBG are used to fulfill the requirements of the City's pavement management program, such as Gas Tax. In public services, funds are either received as part of the program operation or CDBG funds are used with other forms of funding. In recreation facilities and other construction, the City leverages funds from a variety of sources, such as Parks and Recreation Bond funds.

The following represents descriptions of non-Federal resources that support housing and community development needs:

**General Funds**

The General Operating fund of the City used to account for all the general revenue of the City not specifically levied or collected for other City funds. Major revenue sources included property taxes, utility users and sales taxes, and motor vehicle in-lieu fees.

**Gas Tax Funds**

The State Gas Tax is revenue received by the City from the State of California. These funds include Gas Tax revenues under sections 2106 and 2107 of the Street and Highway Code, which can be used for either street maintenance or construction.

**Non-Federal Funds Budgeted in 2016-2017**

<b>2016-17 NON-FEDERAL FUNDS</b>	<b>AMOUNT</b>	<b>PLANNED USE</b>
Perris Community Economic Development Corporation	\$2 million	Façade Program; Attraction/Retention Program; Perris Theatre Restoration
State HOME Investment Partnership Act (HOME) Funds	\$500,000	First Time Homebuyer Program; Owner-Occupied Rehabilitation Program

**Matching Funds**

**Home Match**

The City of Perris does not receive Federal HOME entitlement funds; therefore, program specific requirements are not applicable to the City of Perris.

**ESG Match**

The City of Perris does not receive ESG entitlement funds from HUD.

**Publicly-Owned Land or Property in City Used to Address Needs**

Not Applicable

**B. (AP 20) – ANNUAL GOALS AND OBJECTIVES**

Annual Goals, Objectives and number of low-income persons or households assisted are identified in Appendix C: Summary of Annual Goals and Objectives, for each proposed activity.

**C. (AP 35) – PROJECTS**

Detailed Project/Activity information is identified the Appendices as: Appendix C: Summary of Annual Goals and Objectives, for each proposed activity.

The following tables represent a summary of the projects /activities to be undertaken during FY 2016-2017 utilizing Federal CDBG Funds:

**CDBG Activities**

<b>Administration</b>	
<b>CDBG Administration</b>	<b>\$168,924</b>
<b>Public Service Allocations</b>	
Mentoring and Employment Training Program	\$18,000
Perris Youth Employment Program	\$20,928
Boys & Girls Club of Perris	\$14,000
211 Riverside County Information & Referral Services	\$5,000
Fair Housing Services	\$26,000
Perris Valley Youth Mentoring Program	\$31,000
FSA More Than a Meal	\$11,765
<b>Non-Public Service Allocations</b>	
Rehabilitation Beautification Program	\$245,000
Citywide Sidewalk & Bike Path Installation	\$250,000
Senior Center Renovations Phase IV	\$54,005
<b>TOTAL</b>	<b>\$844,622</b>

**Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

One hundred percent (100%) of CDBG funds will be dedicated to projects that benefit low-income residents citywide. The City of Perris continues to expend CDBG funds on a variety of activities that meet underserved needs. These programs provide new or expanded accessibility, affordability and sustainability to decent housing, improved public facilities, and a suitable living environment for low income persons. Such programs included: homeownership assistance, housing rehabilitation programs, rental assistance, health and public services, graffiti removal, code enforcement, and fair housing services to meet underserved needs.

**D. (AP 50) – GEOGRAPHIC DISTRIBUTION**

<b>One-Year Goals for the Number of Households Supported Through</b>	
Rental Assistance	40
The Production of New Units	0
Rehab of Existing Units	35
Acquisition of Existing Units	5
<b>Total</b>	<b>80</b>

**Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

100% of the funds are allocated to projects that meet the low-income limited clientele, low-mod housing or low-mod area national objective. A summary of the proposed projects indicate that approximately 49% of the funding will be distributed to projects in low-mod areas (Park Improvements), while the other 51% will be distributed to projects based on low-mod clientele.

**Rationale for the Priorities for Allocating Investments Geographically**

CDBG funds are expended in accordance with identified priorities/needs.

**E. (AP 55) – AFFORDABLE HOUSING**

**Introduction**

A detailed outline of Annual Goals and Objectives, including Housing Goals are as: Appendix C: Summary of Annual Goals and Objectives, for each proposed activity.

Below is a summary of Affordable Housing Goals for FY 16-17:

<b>One-Year Goals for the Number of Households to Be Supported</b>	
Homeless	40
Non-Homeless	40
Special Needs	0
<b>Total</b>	<b>80</b>

## **F. (AP 60) – PUBLIC HOUSING**

### **Introduction**

The City of Perris does not have any Public Housing. Public Housing has been the jurisdictional responsibility of the Housing Authority of Riverside County (HACR). The HACR manages 469 units of public housing throughout Riverside County. A total of 38 public housing units are located in the City of Perris at various locations (102-142 Midway Street). As of March 21, 2016, all 38 public housing units in the City are occupied.

On March 29, 2011 the City of Perris established the Perris Housing Authority. To date, the Perris Housing Authority does not issue Housing Choice Vouchers (Formerly Known as Section 8 Certificates). Primary functions of the Perris Housing Authority include:

1. Administer local affordable housing programs for the City.

**Actions planned during the next year to address the needs to public housing – N/A**

**Actions to encourage public housing residents to become more involved in management and participate in homeownership – N/A**

**If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance – N/A**

## **G. (AP 65) – HOMELESS AND OTHER SPECIAL NEEDS ACTIVITIES**

### **Introduction**

A detailed outline of Annual Goals and Objectives, including actions for ending homelessness are identified the Appendices as: Appendix C: Summary of Annual Goals and Objectives, for each proposed activity.



The City of Perris's one-year goals and actions for reducing and ending homelessness include:

**Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The City of Perris is currently partnering with Path of Life Ministries for mobile homeless street outreach services to homeless persons. This includes counseling and outreach to the homeless to encourage and recommend shelter facilities to those in need. Other outreach and assessment is provided through several of churches. The City is also a participant in Riverside County's Continuum of Care for the Homeless. The Riverside County Homeless Programs Unit's primary purpose is to develop and maintain an effective county-wide Continuum of Care. The Continuum of Care is the regions plan on organizing, delivering supportive social services, providing outreach and assessment, including housing options, which meet the specific needs of homeless individuals and families. Ultimately, the goal of the Continuum is to move homeless people toward stable housing and maximum self-sufficiency.

**Addressing the emergency shelter and transitional housing needs of homeless persons**

The City will continue to participate in the County of Riverside's Continuum of Care and support non-profit agencies who address homeless and other special needs of the **Homeless, Non-Homeless, and Chronic Homeless**. The following agencies are located on Joint Powers Authority (JPA) property adjacent to the March Air Reserve Base in Moreno Valley, California in Riverside County. These agencies will undertake activities to meet homeless and other special needs of Perris residents facing homelessness, including homeless prevention, emergency shelter, transitional housing and supportive housing:

1. Lutheran Social and Welfare Services: Amelia's Light – (Outreach & Assessment, Essential Services, Transitional Living Programs, Homeless Prevention Rental Assistance)
2. U.S. Veterans Initiative – (Outreach & Assessment, Transitional Housing)
3. Riverside County Department of Social Services (DPSS) - (Homeless Prevention, Essential Services)

Other local non-profit faith based organizations and those partnering with the Riverside County Continuum of care provide essential services such as: food, clothing, infant supplies, and utility assistance to extremely low, low and moderate income families and individuals. The City of Perris also has a Resource Family Center which offers basic needs, shelter, utility assistance, child care, health, and rental housing assistance.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make**

**the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

Chronically homeless individuals are those who have lived in a place not meant for human habitation for a year, or for three or more times within four years. Additionally, chronically homeless individuals have the barrier of living with a disability. These combined factors often lead to isolation and a survival mentality. Moving people from chronic homelessness to living in and maintaining permanent housing requires multi-level efforts.

The City's partnering agencies address reducing homelessness through outreach efforts to persons in need, assessments for medical and essential service needs, options for permanent housing and other needs.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

The City will continue to participate in the County of Riverside's Continuum of Care and support non-profit agencies who address homeless and other special needs of the homeless and those at risk of becoming homeless.

#### **H. (AP 70) – HOPWA GOALS**

(N/A – THE CITY DOES NOT RECEIVE HOPWA FUNDS)

#### **I. (AP 75) – BARRIERS TO AFFORDABLE HOUSING**

##### **Introduction**

The City has identified factors as potential barriers to affordable housing preservation and production. The City will continue to review the constraints that it has the authority and ability to mitigate for opportunities to eliminate or improve.

##### City Governmental Constraints

- Land use controls
- General Plan
- Zoning Code
- Specific Plans
- Density Bonuses
- Developer Fees

**Non-Governmental Constraints**

- Environmental hazards and issues
- Infrastructure constraints
- Land prices
- Construction costs
- Financing

**Planned Actions to Remove or Ameliorate the Barriers to Affordable Housing (such as, as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment)**

The City will further access to affordable housing through its Fair Housing Program. The City of Perris is committed to furthering the fair housing choice for all residents regardless of race, color, national origin, ancestry, religion, sex, disability, familial status, source of income, sexual orientation, or any other arbitrary factor. The City will continue its partnership with the Fair Housing Council of Riverside County as a contract city under the County of Riverside's CDBG Program in conducting the following services to City residents:

- Anti-Discrimination
- Landlord-Tenant
- Training & Technical Assistance
- Enforcement of Housing Rights
- Administrative Hearings for the Riverside County Housing Authority
- Special Projects

**A. Other Actions**

The following proposed actions will be undertaken to address the areas indicated below:

**Foster and Maintain Affordable Housing**

- Acquisition/Rehab for resale or rental housing (to provide affordable units)
- First-Time Homebuyer Program (affordability through down payment assistance)
- Housing Rehabilitation Programs (to preserve existing affordable housing stock)

**Evaluation and Reduction of Lead-Based Hazards**

- Conduct Inspections and Risk Assessments in conjunction with all housing programs affected by Federal Lead-Based Paint regulations at 24 CFR 35, 24 CFR 570.608 and 24 CFR 982.401.

### Reducing the Number of Persons Below the Poverty Line

- Fund public service programs that assist extremely low and low -income persons, including but not limited to employment/training programs, food programs, free or low price health services programs, etc.
- Continue the Section 3 program that applies to construction projects funded with CDBG funds. The Section 3 program is intended to provide employment opportunities for low-income people and qualified Section 3 businesses

### Meeting Underserved Needs

The City of Perris continues to expended CDBG funds on a variety of activities that meet underserved needs. These programs provided new or expanded accessibility, affordability and sustainability to decent housing, improved public facilities, and a suitable living environment for low income persons. Such programs included: homeownership assistance, housing rehabilitation programs, rental assistance, health and public services, graffiti removal, code enforcement, and fair housing services.

### Institutional Structure/Coordination

The City continues to coordinate with non-profit providers, community and faith-based organizations, public institutions, and City Departments in the development of the Consolidated Plan Action Plan.

- Continue to coordinate with non-profit providers, community and faith-based organizations, public institutions, community residents, and City Departments to ensure quality services to low-income persons.

### Minority/Women-Owned Business Enterprises (M/WBE) Efforts

Minority and Women-Owned Business provisions are included in the City's purchasing/procurement policies. In order to promote the use of minority and women-owned businesses, the City takes the following actions:

1. Maintain and update periodically qualified minority and women-owned businesses on a Bidder List.
2. Disseminate information regarding City bidding procedures and practices to the minority business community.
3. Require that the City's Minority Business Questionnaire be included with all City bids and Requests for Proposals.
4. Provide access to the Ethnic/Women Business and Professional directory to area businesses and contractors upon request.

**Timeliness of Expenditures:**

The City will implement the following actions as a part of its policy and procedures to ensure timely expenditure of CDBG funds:

1. Monthly review of project expenditure rates.
2. Include provisions in annual contracts and MOUs to subrecipients reiterating Federal requirements for use of CDBG funds, including timely expenditure of funds.
3. Evaluate infrastructure projects on a quarterly basis for status/progress and completion; CDBG funds will be transferred from stalled or slow-moving projects, subject to Council approval, to projects that are progressing toward construction.

**Discussion**

As a recipient of CDBG funds, the City of Perris is required to develop a fair housing program whose specific actions and procedures which will have an impact on preventing, reducing or eliminating housing discrimination and other barriers to equal housing choice based on race, color, religion, sex, national origin, ancestry, familial status or physical or mental handicap.

To ensure consistency with the policies and programs recommended by the Consolidated Plan/Action Plan and to ensure continued compliance with the Fair Housing Certification found at 24 CFR 91.225 (a)(1), the city contracted with a consultant to update the City's Analysis of Impediments (AI) in coordination with the 2014-2019 Consolidated Plan. The AI was adopted in May 2014, and assisted the City in better determining what impediments to fair housing may be identified as a Result of data updates from the 2000 Census and by taking current market conditions into account.

**J. (AP 85) – OTHER ACTIONS**

**Introduction**

The following proposed actions will be undertaken to address the areas indicated below:

**Actions planned to address obstacles to meeting underserved needs**

The City of Perris continues to expended CDBG funds on a variety of activities that meet underserved needs. These programs provided new or expanded accessibility, affordability and sustainability to decent housing, improved public facilities, and a suitable living environment for low income persons. Such programs included: homeownership assistance, housing rehabilitation programs, rental assistance, health and public services, graffiti removal, code enforcement, and fair housing services.

**Actions planned to foster and maintain affordable housing**

- Acquisition/Rehab for resale or rental housing (to provide affordable units)
- First-Time Homebuyer Program (affordability through down payment assistance)
- Housing Rehabilitation Programs (to preserve existing affordable housing stock)

**Actions planned to reduce lead-based paint hazards**

- Conduct Inspections and Risk Assessments in conjunction with all housing programs affected by Federal Lead-Based Paint regulations at 24 CFR 35, 24 CFR 570.608 and 24 CFR 982.401.

**Actions planned to reduce the number of poverty-level families**

- Fund public service programs that assist extremely low and low -income persons, including but not limited to employment/training programs, food programs, free or low price health services programs, etc.
- Continue the Section 3 program that applies to construction projects funded with CDBG funds. The Section 3 program is intended to provide employment opportunities for low-income people and qualified Section 3 businesses

**Actions planned to develop institutional structure**

The City has an inclusive institutional structure approach that uses a variety of organizations and departments within the City to carry out its housing, homeless, and community development plan. The City continues to streamline and to make improvements to the delivery system to best serve the community through activities and services. As the needs of low to moderate-income residents change, the demand for types of services and programs will also change. This may result in future revisions to the Action Plan through amendments, as necessary.

The City continues to coordinate with non-profit providers, community and faith-based organizations, public institutions, and City Departments in the development of the Action Plan.

The following are potential gaps in the institutional structure that will be approached over the next five year period.

**Gaps in Service Delivery**

Identify need for housing resources available to individuals and households whose needs may not be met within the current program framework;

- Because of the high cost of housing production and construction, look for additional ways to develop units;
- Look at the needs of the senior population and plan for future services;
- Look at the needs of youth and family populations and plan for future programs and services that coincide with the City of Perris Youth and Family Master Plan.

#### Integrated Approach/Vision and Regional Connections

The City of Perris has integrated several required programs and plans with its Action Plan to ensure that all aspects of City government and related agencies (e.g., non-profit providers, private businesses and others) work together on a uniform vision for the benefit of the residents of the City of Perris. Programs and activities funded reflect goals and objectives that are contained in these plans. Some of these plans and programs are as follows: the Housing Element, Capital Improvements Plans and others. These plans have been created with input from the public, other City Departments and divisions, the County Riverside and other agencies and non-profit providers.

In addition, resources and programs are coordinated through the Continuum of Care and through regional work with non-profit organizations that provide activities to assist the homeless, those at risk of homelessness and others within the community, as detailed in the Action Plan section on homelessness and the Continuum.

#### Organizational Structure

City Council is responsible for funding awards, policy creation and oversight of the programs. City staff is responsible for draft funding allocations and geographic distribution of the City's CDBG and other housing funds, management of the CDBG budget, and administration of CDBG Programs.

Activities and development, implementation and/or monitoring of other housing programs, including residential rehabilitation and home buyer opportunities. The majority of staff responsible for implementation of CDBG and housing programs are in the Perris Housing Authority.

These units have a single Housing Manager to help coordinate efforts between the units and with other divisions and departments within the City.

#### Continuum of Care

The City of Perris participates in the County of Riverside Continuum of Care and relies on non-profit providers to provide services.

**Addressing Gaps in Service Delivery**

In FY 2016-2017, the City will undertake the following activities to enhance coordination and eliminate gaps in the institutional structure:

- Continue to coordinate efforts with the County of Riverside Continuum of Care and other agencies on regional homeless issues;
- Continue to promote fair housing;
- Coordinate with the Police Department in the provision of services related to crime prevention, code enforcement and community policing
- Coordinate with the Public Works Department in the provision of infrastructure delivery; and
- Coordinate with the City of Perris Housing Authority, the Community Services Department and external agencies in the provision of public services.

**Actions planned to enhance coordination between public and private housing and social service agencies**

The City continues to coordinate with non-profit providers, community and faith-based organizations, public institutions, and City Departments in the development of the Consolidated Plan Action Plan.

- Continue to coordinate with non-profit providers, community and faith-based organizations, public institutions, community residents, and City Departments to ensure quality services to low-income persons.

**K. (AP 90) – PROGRAM SPECIFIC REQUIREMENTS**

**Community Development Block Grant Program (CDBG)  
(Reference 24 CFR 91.220(l)(1))**

**CDBG PROGRAM**

The total amount of CDBG funds available for use in FY 2016-2017 is as follows:

FY 16-17 CDBG ALLOCATION AND PROGRAM INCOME	AMOUNT
Community Development Block Grant (CDBG)	\$844,622
CDBG Anticipated Program Income	\$0
<b>TOTAL</b>	<b>\$844,622</b>



The City does not anticipate carrying over any CDBG funds for use in 2016-2017. The City does not anticipate receiving any program income for use during FY 2016-2017. Any program income received during the year will be reallocated to eligible projects.

**Allocation of Funds**

100% of the funds are allocated to projects that meet the low-income limited clientele, low-mod housing or low-mod area national objective. A summary of the proposed projects indicate that approximately 49% of the funding will be distributed to projects in low-mod areas (Park Improvements), while the other 51% will be distributed to projects based on low-mod clientele.

**Activities to be Undertaken**

<b>Administration</b>	
<b>CDBG Administration</b>	<b>\$168,924</b>
<b>Public Service Allocations</b>	
Mentoring and Employment Training Program	\$18,000
Perris Youth Employment Program	\$20,928
Boys & Girls Club of Perris	\$14,000
211 Riverside County Information & Referral Services	\$5,000
Fair Housing Services	\$26,000
Perris Valley Youth Mentoring Program	\$31,000
FSA More Than a Meal	\$11,765
<b>Non-Public Service Allocations</b>	
Rehabilitation Beautification Program	\$245,000
Citywide Sidewalk & Bike Path Installation	\$250,000
Senior Center Renovations Phase IV	\$54,005
<b>TOTAL</b>	<b>\$844,622</b>

**Surplus from Urban Renewal Settlements**

The City will not have surplus from urban renewal settlements for the CDBG Program.

**Grant Funds Returned to the Line of Credit**

The City will not have to return any grant funds to the line of credit for the CDBG Program.

**Income from Float-funded Activities**

The City will not have income from float-funded activities for the CDBG Program.

**Funding Urgent-need Activities**

At this time, the City does not anticipate funding any urgent-need activities through the CDBG Program for FY 2016-2017. However, if urgent needs do arise, funds will be reallocated to address those needs and will be reported in the Program Year 2016 CAPER.

## **HOME PROGRAM**

**A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:**

Not Applicable. The City of Perris does not receive Federal HOME entitlement grant. Thus, does not use a typical loan or grant instruments or non-conforming loan guarantees. There are no forms of investments to be described for Federal HOME funds.

**A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:**

Not Applicable. The City of Perris does not receive Federal HOME entitlement grant.

**A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:**

Not Applicable. The City of Perris does not receive Federal HOME entitlement grant.

**Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:**

Not Applicable. The City of Perris does not receive Federal HOME entitlement grant.

## **ESG Program**

**Include written standards for providing ESG assistance**

Not Applicable. The City of Perris does not receive an ESG entitlement grant.

**If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.**

Not Applicable. The City of Perris does not receive an ESG entitlement grant.

**Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).**

Not Applicable. The City of Perris does not receive an ESG entitlement grant.

**If the jurisdiction is unable to meet the homeless participation requirement in 24**

**CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.**

Not Applicable. The City of Perris does not receive an ESG entitlement grant.

**Describe performance standards for evaluating ESG.**

Not Applicable. The City of Perris does not receive an ESG entitlement grant.

## **APPENDICES**

(This section left intentionally blank. Documents will be provided with the final draft.)

# Verbal Presentation

# Verbal Presentation

**CITY COUNCIL  
AGENDA SUBMITTAL**

**March 29, 2015**

**SUBJECT:** Sign Code Update

**REQUESTED ACTION:** Review of Sign Code

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

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On July 8, 2014, the City Council unanimously approved an update to the Sign Code in order to provide clear, concise and include modern standards to improve sign opportunities throughout the City. The intent of the revised Sign Code was to better serve the public and businesses in the City by recognizing new sign technology, including electronic signs. The following changes were included in the recent Sign Code update:

- Sign definitions have been expanded, updated, and relocated to the Sign Code section.
- Sections of the Sign Code have been condensed or abbreviated.
- Standards for electronic signs have been added.
- Signage opportunities have been increased for permanent wall signs.
- Temporary sign permit display periods have been expanded.
- New temporary signs are allowed subject to new standards.
- Illumination standards have been revised to include electronic signs.


The Sign Code Update was part of an overall effort to improve sign quality and provide business owners with new sign opportunities. Temporary signs now include vertical banner signs with limits for the number of these signs and their location to maintain an uncluttered appearance along our business corridors. Electronic signs are included in the sign code update and the revised sign code addresses electronic signs in detail. Existing sign code sections that are working well were not changed, such as Political Signs (19.75.130A). The comprehensive sign code update also provides guidelines to avoid confusion in the sign approval process. Please see attached Ordinance Amendment 11-02-0003.

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**BUDGET (or FISCAL) IMPACT:** The cost for staff preparation of this item is included in the 2015-2016 General Fund.

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**Prepared by:** Clara Miramontes, Director of Development Services

**City Attorney:** N/A  
**Assistant City Manager:** Ron Carr 

**Business Item:** March 29, 2016

**Attachments:** Sign Code

## CHAPTER 19.75

### SIGN REGULATIONS

#### Sections:

19.75.010	PURPOSE
19.75.020	FINDINGS AND INTENT
19.75.030	SIGN AUTHORITY AND APPROVAL
19.75.040	APPLICATION REQUIREMENTS
19.75.050	FEE SCHEDULE
19.75.060	BUILDING PERMITS REQUIRED
19.75.070	DEFINITIONS
19.75.080	EXEMPT SIGNS
19.75.090	PROHIBITED SIGNS
19.75.100	PERMITTED SIGNS AND STANDARDS
19.75.110	SIGN REGULATIONS BY USE
19.75.120	ELECTRIC SIGNS
19.75.130	OFF-SITE ADVERTISING SIGNS (BILLBOARDS)
19.75.140	TEMPORARY SIGNS
19.75.150	SIGN PROGRAMS
19.75.160	SIGN ILLUMINATION
19.75.170	SIGN CLEARANCE
19.75.180	SIGN MAINTENANCE
19.75.190	SIGN ENFORCEMENT AND ABATEMENT
19.75.200	NONCONFORMING SIGNS

#### 19.75.010 PURPOSE

- A. The purpose of this chapter is to enhance the visual environment and safety of the City:
1. To provide a reasonable system of sign control, integrated within and as a part of the comprehensive zoning plan set forth by this Code.
  2. To enhance the economic value of the City through the uniform regulation of development standards for the size, height, location, and illumination of signs.
  3. To protect public and private investment in buildings and open space.
  4. To preserve and improve the appearance of the City as a benefit to residents and those employed here, and as an attraction to others who come to visit or trade.
  5. To attract and direct persons to a variety of activities and enterprises for the maximum public convenience.
  6. To encourage sign compatibility with the land use.
  7. To reduce traffic and safety hazards to motorists and pedestrians through sound sign practices.
  8. To encourage a desirable urban character with a minimum of overhead clutter.
  9. To avoid a profusion of sign displays confusing to the public.
  10. To encourage and incentivize well-designed signs and provide grounds for latitude regarding well-designed sign relationships.
  11. To promote the public health, safety and general welfare of the City.



#### 19.75.020 FINDINGS AND INTENT

In adopting this Chapter, the City Council finds that excessive and inappropriate signage has an adverse impact on the overall visual appearance of a City, and can increase risks to traffic and pedestrians. Proper sign control safeguards and preserves the health, property and public welfare of Riverside residents through prohibiting, regulating and controlling the design, location and maintenance of signs.

By adopting this Chapter the City intends to regulate signs on the basis of location, relationship to land uses, illumination, motion, size, height, orientation, separation, safety of physical structures, and the public need for functional information. It is the intent of this Chapter to minimize visual clutter, and enhance traffic safety by ensuring that signage does not distract, obstruct or otherwise impede traffic circulation. Proper sign control also safeguards and preserves the health, property and public welfare by prohibiting, regulating and controlling the structural design, location and maintenance of signs.

#### 19.75.030 SIGN AUTHORITY AND APPROVAL

The Development Services Department shall review and approve sign applications upon compliance with the provisions of this Chapter. No person shall erect, move, alter, or reconstruct any type of sign without approval, unless the sign is exempt from the regulations of this Chapter. The following sign permits shall apply to the various types of signs:

##### A. Minor Development Plan Review

1. No sign or signs shall be erected, re-erected, constructed, painted, or altered, without minor development plan review pursuant to Chapter 19.54 of this Code.
2. In accordance with this Chapter, a sign plan shall be approved through a minor development plan review pursuant to Chapter 19.54 of this Code. Any sign included in a sign plan shall be in conformance with the approved sign plan, and building and electrical permits shall be obtained for each sign, as required.

##### B. Conditional Use Permit Required

Outdoor advertising signs shall require a conditional use permit pursuant to the provisions of Chapter 19.61 of this Code and building permits for the same issued by the Development Services Department.

#### 19.75.040 APPLICATION REQUIREMENTS

Applications for sign approvals shall be made to the Development Services Department accompanied by the current filing fee, with the following information:

1. Completed application form and fee.
2. Plans drawn to scale of the site plan and building elevations detailed with location, area, and dimension of each and every sign and type of sign indicated. All signs shall

be depicted, including: Tenant identification sign, building identification sign, address sign, window sign, and any other permitted signage.

3. Sign plans drawn to scale which include the location, dimensions, and elevation of each sign proposed. Details as sign area, dimensions, color, letter height, and illumination method shall be included.
4. Blueprint or electronic drawings of the plans and specifications and method of construction and attachment to the building, structure, or ground.
5. Name of the person erecting the advertising structure, name of the tenant, owner, or land on which the advertising structure is to be erected.

#### 19.75.050 FEE SCHEDULE

Sign application filing fees shall be as set forth by City Council Resolution No. 2659 (7-28-98). The fee deposit collected for sign plan review is intended to cover the actual costs of the City to administer the sign approval process.

#### 19.75.060 BUILDING PERMITS REQUIRED

No sign shall be constructed, placed, or otherwise installed on any parcel of land, building, or other structure, unless all required building permits have been obtained, and appropriate fees have been paid. Separate building permits and electrical permits shall be required for each sign or group of signs in one location. A change in sign copy does not require a permit when the sign is otherwise in compliance with the provisions of this chapter.

#### 19.75.070 DEFINITIONS

**Abandoned Sign** means any sign which no longer advertises a business, lessee, owner, product, service or activity on the premises where the sign is displayed.

**Alteration** refers to any change of copy, sign face, color, size, shape, illumination, position, location, construction, or supporting structure of any sign.

**Animated or Moving Sign** is any sign which uses movement, lighting, or special materials to depict action or create a special effect to imitate movement.

**Area of a Sign** is the entire area within a perimeter defined by a continuous line composed of right angles which enclose the extreme limits of a lettering, logo, trademark, or other graphic representation, together with any frame or structural trim forming an integral part of the display used to differentiate the sign from the background against which it is placed.

**Awning Sign** is any sign copy or logo mounted or attached to, or painted on an awning.

**Banner, Vertical Banner, Flag, or Pennant Sign** is any cloth, bunting, plastic, paper or similar non-rigid material used for temporary advertising purposes attached to any structure, staff, pole,

line, framing, or vehicle, not including official flags of the United States, the State of California, and other states of the nation, counties, municipalities, official flags of foreign nations and nationally or internationally recognized organizations.

**Bench Sign** means any copy painted on any portion of a bench.

**Billboard** is a large-scale sign or panel for the display of offsite advertisements in public places, such as along highways.

**Building Frontage** means the building elevation that is oriented toward a parking lot, mall, walkway, street, driveway, alley or freeway where a sign will be visible to the public and/or access to the building is available.

**Bulletin Board** means a sign of permanent character, but with removable letters, words or numerals indicating the names of persons associated with events conducted upon or products or services offered upon the premises which such signs are located and maintained.

**Business Frontage** means that portion of a building frontage occupied by a single business tenant having a public entrance within the building frontage.

**Business Identification Sign** means a sign which serves to identify only the name, address, and lawful use of the premises upon which it is located and provides no other advertisements or product identification.

**Cabinet Sign or Can Sign** is a prohibited sign containing all the text and/or logo symbols within a single enclosed cabinet which may or may not be illuminated.

**Candela.** The candela (cd) per meter squared is the standard unit of luminance. See “Nit.”

**Channel Letters** means three-dimensional individually cut letters or figures, illuminated or non-illuminated, affixed to a building or sign structure.

**Changeable Copy Sign** is a sign designed to allow the changing of copy through manual, mechanical, or electronic means, including time and temperature. See Electronic Sign or Readerboards.

**Civic Event Sign** is a temporary sign, other than a commercial sign, posted to advertise a civic event sponsored by a public agency, school, church, civic-fraternal organization, or similar noncommercial organization.

**Commemorative Sign** means a sign identifying historical buildings, structures, places, trees, or events.

**Contractor or Construction Sign** states the name of the developer and contractor(s) working on the site and any related engineering, architectural or financial firms involved with the project.

**Convenience Sign** is a sign that conveys information (e.g., restrooms, no parking, entrance) or minor business identification for directional purposes, and is designed to be viewed on-site by pedestrians and/or motorists.

**Cladding** is the non-structural covering designed to conceal the actual structural supports of a sign. See also pole or pylon cover.

**Commercial Outdoor Advertising Sign** is a permanent off-premise sign erected, maintained or used in the outdoor environment for the purpose of providing copy area for commercial or noncommercial messages.

**Conforming Sign** is a sign that is legally installed in conformance with all prevailing jurisdictional laws and ordinances.

**Copy** is the graphic content or message of a sign, including words, letters, numbers, figures, designs, characters or other symbolic representations incorporated into a sign.

**Copy Area of a Sign** is the actual area of the sign copy as applied to any background. Copy area on any individual background may be expressed as the sum of the geometrically computed shape or shapes encompassing separate individual letters, words, or graphic elements on the background.

**Cloud Sign** is a one-piece, vacuum-formed plastic sign that features dimensional or embossed letters and graphics in a custom shape. The name is taken from the rounded, less angular shape of the sign.

**Digital Outdoor Advertising Display (Electronic Billboard)** means an electronic outdoor advertising display where the message is changed more than once every two minutes, but no more than once every four seconds.

**Dimensional Letter, Symbol, or Graphic** is a letter, symbol, or graphic that is three dimensional in character, containing height, width, and depth.

**Directional Sign** is any sign that is designed and erected for the purpose of providing direction and/or orientation for pedestrian or vehicular traffic.

**Directory Sign** is a sign located in a multi-unit complex which lists businesses and corresponding addresses located within the complex.

**Display Time** is the amount of time a message and/or graphic is displayed on an Electronic Sign.

**Dissolve** is a mode of message transition on an Electronic Sign accomplished by varying the light intensity or pattern, in which the first message gradually appears to dissipate and lose legibility with the gradual appearance and legibility of the second message.

**Double-faced Sign** is a sign with two faces, back to back.

**Dynamic Frame Effect** is an Electronic Sign frame effect in which the illusion of motion and/or animation is used.

**Electronic Sign (also called an Electronic Message Sign, Programmable Electronic Sign, Electronic Message Center or Electronic Reader Board)** are all names for electronic or digital LED display and/or message signs with programmable text and images for the advertisement or promotion of the business or entity upon which property it is located, or off site, such as a billboard.

**Fade** is a mode of message transition on an Electronic Sign accomplished by varying the light intensity, where the first message gradually reduces intensity to the point of not being legible and the subsequent message gradually increases intensity to the point of legibility.

**Foam Letters** are individual letters used for signs that are manufactured from structural foam and painted.

**Foot Candle** is an English unit of measurement of the amount of light falling upon a surface (illuminance). One foot candle is equal to one lumen per square foot.

**Foot Lambert** is an English unit of measurement of the amount of light emitted by or reflecting off a surface (luminance) equivalent to 3.4262591 candelas per square meter.

**Frame** is a complete, static display screen on an Electronic Sign.

**Frame Effect** is a visual effect on an Electronic Sign applied to a single frame. See also Dynamic Frame Effect.

**Freestanding Sign** means a sign permanently supported by one or more uprights, braces, poles, or other similar structural components attached to the ground or any foundation set in or upon the ground as a support base. Also called a monument sign or ground-mounted sign.

**Freeway Sign** means a sign located on the same parcel as the entity it identifies and such parcel is located within 660 feet of the nearest edge of a freeway right-of-way line.

**Frontage (Property)** is the length of the property line(s) of any single premise along either a public way or other properties on which it borders.

**Frontage (Building)** is the length of an exterior building wall or structure of a single premise along either a public way or other properties that it faces.

**Grand Opening** means a special event solely for the purpose of promoting newly established businesses, within 60 days of the initial occupancy of the premises by the business.

**Human-held Sign** is a person with or without a costume representing a business located on site or offsite on or near the right of way wearing and/or manipulating an advertising sign.

**Illegal Sign** is a sign erected without compliance with all ordinances and regulations in effect at the time of its construction and erection.

**Lighted Sign** is a sign which utilizes internal or external illumination or material which creates a similar effect.

**Logo** is a graphic representation or symbol of a company name, trademark, abbreviation, etc., often uniquely designed for ready recognition to be used on its letterhead, advertising material, and signs.

**Marquee** is any sign designed to allow the changing of symbols through manual, mechanical or electrical means, including time and temperature signs. A marquee sign may also be printed or mounted on a rigid canopy or awning of a commercial business.

**Mobile Sign** is any nonpermanent sign which is movable by or on wheels, attached to a vehicle, or otherwise transportable.

**Monument Sign** is a low profile, freestanding sign supported by a solid base as opposed to poles or open braces.

**Mural** means a very large image, such as a painting or enlarged photograph that is applied directly to an expanse of wall, window or ceiling. Murals are commissioned public art and as such, no commercial image, logo or trademark may be mounted on the same visual plane as the mural.

**Nonconforming Sign** is a sign that was legal when established but which because of the adoption or amendment of the current ordinance does not comply with the present laws.

**Nit** is a photometric unit of measurement referring to luminance that is used to calculate the luminance of an Electronic Sign. One nit is equal to one cd/m<sup>2</sup>.

**Off-Site Sign** is a sign which advertises or directs attention to a business, profession, product, commodity or service sold, manufactured or offered not upon the property upon which the sign is located.

**On-Site Directional Sign** is a noncommercial sign to direct pedestrian and vehicular traffic.

**Outdoor Advertising Sign** is the same as an Off-site Sign.

**Pole Sign** is a high-profile sign having one or more leg supports permanently attached directly into or upon the ground, without decorative cladding. Such signs are prohibited by this code.

**Political Sign** is any of a group of signs that are intended to inform or influence the action of the voting public with respect to the passage or defeat of a measure appearing on the ballot at any national, state or local election, or which is designed to influence the voters with respect to the nomination, election or defeat of a candidate for public office or the removal of any person from public office at any national, state or local election. Political signs include any sign which is

designed to encourage voters to vote for the candidates of a particular political party, and any sign pertaining to the conduct of a government in general.

**Pylon Sign** is a high profile sign over six feet in height having a solid support permanently attached directly into or upon the ground.

**Readerboard** is a sign on which copy can be changed manually or automatically. It usually consists of a panel on which individual letters or pictorials are mounted, such as prices or other information. Modern readerboards are often electronic to allow for frequent updating and more efficient conveyance of information to the public. See also Electronic Sign.

**Real Estate Sign** is a temporary sign advertising the sale, lease, or rental of the property upon which it is located and maintained, but does not include subdivision signs.

**Sign** means any notice, writing of letter, words or numerals, pictorial presentations, illustrations or decorations, emblems or devices, symbols or trademarks, flags, banners or pennants, graphic announcements, insignia display, display of words, bills, posters, pictures, lithographs, maps, plats, buntings, whirligigs, balloons, valances, light festoons, or items of a similar nature, designed to be and used as a means of attracting attention outdoors, including but not limited to a structure or any part thereof, or an item attached to, painted on, or in any manner represented on a building or structure or device that is used to advertise, promote, inform and/or attract human interest.

**Sign, Community Identification** is any sign which identifies the name and/or logo of a subdivision, mobile home park, multi-family complex, or specific plan.

**Sign Height** is the greatest vertical distance measured from the finished grade at the point the sign supports intersect the ground to the uppermost area of the sign which includes support features.

**Sign, Permanent** is a sign which is intended to exist for the duration of time that the use or occupant is located on the premises.

**Sign, Permitted** is any sign which is lawfully erected, replaced, altered, relocated or maintained in conformance with the requirements of this Chapter and other applicable laws.

**Sign Program or Sign Plan** is a comprehensive sign plan for large projects demonstrating a common relationship and unity of design, such as an artistic and architectural relationship, between the types of signs included in the project. To provide the maximum incentive towards the design of a superior quality sign program, the Planning Division will allow flexibility and latitude in the interpretation of the sign regulations to achieve the intent of the sign regulations for multi-tenant and large, unique or sensitive developments. A master signage plan shall be prepared for all new commercial, office or industrial projects or any multi-tenant buildings or group of buildings having four or more tenant or occupant spaces on a lot or combination of lots subject to a common development permit or plan. See Section 19.75.120.

**Sign, Projecting** is a sign which protrudes from a building or structure.

**Sign, Prospective Tenant Identification** is a temporary sign which identifies a future use of a site or building(s).

**Sign, Public Convenience** is a noncommercial sign which directs the public to public facilities.

**Sign, Public Utility** is a sign erected for the purpose of identifying public utilities and related equipment.

**Temporary Sign** means any sign not intended for permanent display that is displayed for a limited period of time and capable of being viewed from any public right-of-way, parking area or neighboring property. See also Temporary Signs, Section 19.75.140.

**Tenant Identification Sign** identifies a tenant or business and is located on the same premises as that business or tenant.

**Vehicle Sign** is a sign which is placed on, attached to, or painted on a vehicle.

**Wall Sign** is a sign attached or erected upon a wall of a building or structure.

**Window Area** shall be computed by calculating each window pane or panel. The area shall be separate for each building face, and for each window. A group of window panes or panels may be considered one window if they are adjoining and less than six inches apart.

**Window Sign** is a sign painted or otherwise attached to a window for the purpose of outside display.

#### 19.75.080 EXEMPT SIGNS

The following signs or displays are exempt from permit requirements pursuant to this chapter:

- A. **Address identification signs** posted on contrasting background that comply with the following minimum requirements:
  1. Single-Family Residential: Minimum character height of four inches.
  2. Multi-Family Residential: Minimum character height of six inches for each individual unit and 12 inches for each building and/or complex.
  3. Industrial/Office/Civic/Institutional: Minimum character height of 12 inches.
  
- B. **Real estate signs** that indicate availability for sale, lease, or rent on the site on which they are located, provided such signs comply with the following:
  1. Multifamily or Neighborhood Residential for Sale or Rent: Nonilluminated signs not to exceed six square feet in area and seven feet in height. One sign per street frontage only, to be removed within 15 days after the close of escrow, or the execution date of a rental or lease agreement.



2. Nonresidential: Nonilluminated signs not to exceed 32 square feet in area and eight feet in height. One sign permitted per street frontage, placed a minimum of 10 feet from the property line.

**C. Prospective Tenant Identification Signs**, provided such signs are not erected on a site prior to the approval of a parcel map, final map, conditional use permit or plot plan for the project being advertised for the site, and are removed within 14 days upon issuance of the certificate of occupancy.

1. Parcels less than 10 acres: Signs shall be limited to one per street frontage, not to exceed 32 square feet in area and eight feet in height. Such signs shall be placed 10 feet from property line.
2. Parcels 10 acres or greater: Signs shall be limited to one per every 600 linear feet of street frontage not to exceed 64 square feet in area and 15 feet in height. Such signs shall be placed 10 feet from property line.

**D. Safety and Governmental Signs** are allowed as follows:

1. Political signs when displayed in accordance with Section 19.75.130.A of this Code.
2. State or federal flags.
3. Signs included as part of a bus shelter erected on an official bus route in cooperation with the Riverside Transit Authority.
4. City-sponsored wayfinding signage installed as part of a coordinated privately contracted program.
5. City-sponsored public gateway entrance identification monumentation.
6. Construction signs provided such signs comply with the following:
  - a. One directory sign per construction site (one acre net or larger) not to exceed 32 square feet in area and eight feet in height placed not more than 10 feet from property line. Such signs shall be removed prior to occupancy of the project.
  - b. On an occupied residential lot, one sign not to exceed six square feet in area and four feet in height which states the name of the contractor(s) performing construction work on the site, to be removed at end of construction work.
  - c. Safety signs are allowed on construction sites.
7. Signs required by law, including but not limited to official or legal notices issued and posted by any public agency or court; or traffic directional or warning signs.
8. Warning signs, including, "no trespassing," "no parking," and other warning signs are allowed provided they not exceed two square feet in area, and are located entirely onsite.
9. Public utility signs which aid public safety, or which show the location of underground facilities.
10. Incidental signs not to exceed two square feet in surface area, provided that said size limitation shall not apply to signs providing directions, warnings or information when established and maintained by a public agency.

#### **E. Miscellaneous Signs**

1. Commemorative signs.
2. Historical plaques, tablets or inscriptions that are an integral part of the building structure, or are attached flat to the face of the building, not illuminated, and do not exceed four square feet in area.
3. On-site directional signs are allowed provided such signs do not exceed a maximum of four feet in height as measured from ground level, and three square feet in area.
4. Nameplates attached to doors are allowed provided they are non-illuminated and do not exceed two square feet in area.
5. Public convenience signs, such as signs identifying restrooms, public telephones, walkways and similar features or facilities, are allowed provided such signs are no more than two square feet in area, and contain no advertising message.
6. Signs carved or raised in integral relief on a building that are a physical part of the building construction materials that comprise the façade.
7. A flag of a commercial institution, provided no more than one on-site flag is permitted per business premises, or one per tenant in a multi-tenant building. The flag shall not exceed 20 square feet in surface area or advertise a product. Multiple flags in a multi-tenant building shall be grouped aesthetically in one location. Flags shall be attached to a permanently anchored decorative pole, which requires a building permit. Corporate flags shall be maintained in good condition.
8. Signs or displays not intended to be visible from streets or public ways, signs in the interior of a building more than three feet from the closest window and not facing a window, and point of purchase advertising displays, such as vending machines.

#### **19.75.090 PROHIBITED SIGNS**

The following signs or displays are prohibited:

1. Portable signs, except as provided for in Section 19.75.160, Temporary Signs and Displays of Limited Duration.
2. Roof signs.
3. V-shaped, A-shaped or multi-faced signs with an angle between each face exceeding 20 degrees.
4. Signs placed on utility poles, fences, walls or trees, except signs of utility companies or government.
5. Signs which may be confused with traffic control signs or signals by reason of their size, location, movement, content, coloring or manner of illumination.
6. Signs that may interfere with visibility for the safe movement of pedestrians, bicycles, and vehicles.
7. Inflatable signs and other permanent objects used to advertise a business or a commodity, including, but not limited to, figural balloons and humanoid figures.

8. Signs with emissions of smoke, vapor, particles, sound or odor, or open flames used to attract public attention to a place of business or to an advertising sign.
9. Flashing signs or signs with a strobe effect that have a change rate or dwell time of four (4) seconds or less are prohibited.
10. Off-premises signs, billboards, poster boards and other advertising for products or business not located on the site of the business or place of sale, except as permitted in this chapter.
11. Cabinet signs and can signs. However, one-piece dimensional plastic cloud signs are permitted subject to the standards contained in this chapter.
12. Foam letter signs (with or without rigid facing material).
13. Pole signs.

#### 19.75.100 PERMITTED SIGNS AND SIGN STANDARDS

- I. **Office, Commercial and Industrial Building Signs.** Generally, each establishment located in a non-residential zone is allowed at least one wall sign per building frontage.
  - A. **Wall Signs.** For each use or occupancy with lease space or building frontage with a minimum width of less than 80 feet, one wall sign per building frontage oriented toward a parking lot, mall, street, driveway, alley or freeway, a maximum of one square foot of sign per lineal foot of frontage of the lease space or building occupied by the use, but not to exceed 200 square feet of total sign area.
    1. For each lease space or building with more than 80 feet of building frontage, a maximum of two wall signs shall be allowed on each building frontage oriented toward a parking lot, mall, street, driveway, alley or freeway. Total square footage of all signs on each building frontage shall not exceed one square foot of sign per lineal foot of building frontage, up to a maximum of 200 square feet combined area of all signs on a given frontage.
    2. The width of each wall sign shall not exceed 80% of the linear width of the building elevation.
    3. Wall sign placement shall be below building roofline and eaves, unless architecturally designed into building.
    4. Signs above the Third Floor. Building signs shall not be allowed above the third floor, except that, in lieu of signs on the second and third floors, one sign may be placed as near the top of the building, but not projecting over the roof line, on each frontage, subject to a maximum area computed as follows: one square foot of sign per frontage foot of building, up to 100 square feet per frontage for a building two to four stories high, up to 150 square feet for a building five to six stories high, up to 200 square feet for a building seven to 10 stories high and up to 250 square feet for a building over 10 stories high.
  - B. **Window Signs.** For each use or occupancy, one window sign for each public entrance, and no sign exceeding nine square feet shall be permitted.

**C. Awning and Marquee Signs.** For signs that are printed or mounted on an awning or marquee, the following standards apply:

1. Awning and marquee signs are only allowed on building facades that are adjacent to a sidewalk or walkway.
2. Signs shall only be allowed on the front face or valance of the awning, but are allowed on all faces of marquees.
3. Lettering shall not exceed a height of 8 inches and symbols/logos shall not exceed a height of 12 inches.
4. The width of the sign shall not exceed 80% of the width of the awning or marquee.
5. Awning and marquee signs shall be illuminated by external lighting only.
6. Signage area on an awning or marquee will be included in the total allowable sign area of the building frontage on which it is located.

**D. Under-Canopy Signs.** For each use of occupancy, one under-canopy sign, and no sign exceeding nine square feet shall be permitted.

**II. Office, Commercial, Institutional and Industrial Freestanding and Monument Signs.** Monument or other types of freestanding signs such as pylon signs are permitted in addition to wall signs for occupants of individual pad tenant and multi-tenant buildings, based on site development and size criteria. Signs shall be located to be directed toward a parking lot, major pedestrian access, street, driveway or alley. Where signs are placed on both major and secondary street frontages, each such sign shall be placed as near to the middle of the street frontage as practical or at a major driveway entrance to the complex from the street frontage. Signs shall be separated by 300 feet on public streets.

**A. Office Uses**

1. **Single Tenant Buildings and Individual Pad Tenant Identification:** Maximum of two monument signs, one per street frontage, with each sign area not to exceed 20 square feet and four feet in height from finished grade.
2. **Complex Identification**
  - a. **Small Complex (2-10 tenants):** Maximum of two monument signs, one per street frontage, with each sign area not to exceed 32 square feet and five feet in height from finished grade.
  - b. **Large Complex (10+ tenants):** Maximum of two monument signs, one per street frontage, with each sign area not to exceed 50 square feet and five feet in height from finished grade.
  - c. **Office Park (10+ acres):** Large office park developments shall substantially conform to the Sign Regulations of this Chapter, and shall be subject to design review and approval by the Planning Division, and/or preparation of a Sign Program.

**B. Commercial Uses**

1. **Single Tenant Buildings and Individual Pad Tenants (less than 10,000 s.f. of building area):** Maximum of two monument signs, one per street frontage,

with each sign area not to exceed 20 square feet and 4 feet in height from finished grade.

- a. Median Tenants (10,000-30,000 s.f. of building area): Maximum of two monument signs, one per street frontage, with each sign area not to exceed 32 square feet and five feet in height from finished grade.
  - b. Large Tenants (30,000+ s.f. of building area): Maximum of two monument signs, one per street frontage, with each sign area not to exceed 50 square feet and five feet in height from finished grade.
2. Complex Identification
- a. Small Complex (less than 5 acres): Maximum of two monument signs, one per street frontage, with each sign area not to exceed 32 square feet and five feet in height from finished grade.
  - b. Median Complex (5-15 acres): Maximum of two monument or pylon signs, one per street frontage, with each sign area not to exceed 50 square feet and six feet in height for monument signs, and 100 square feet and 20 feet in height for pylon signs, as measured from finished grade.
  - c. Large Complex (15-25 acres): Maximum of two monument or pylon signs, one per street frontage, with each sign area not to exceed 75 square feet and eight feet in height for monument signs, and 150 square feet and 20 feet in height for pylon signs, as measured from finished grade.
  - d. Regional Commercial Centers (25+ acres): Large regional center developments shall substantially conform to the Sign Regulations of this Chapter, and shall be required to prepare a Sign Program for review and approval by the Planning Division.

**C. Institutional Uses (including churches, schools, and hospitals)**

1. Sites less than 3 acres: One monument sign per site with sign area not to exceed 20 square feet and four feet in height.
2. Sites 3-7 acres: One monument sign per site with sign area not to exceed 32 square feet and five feet in height.
3. Sites 7+ acres: Large institutional developments shall substantially conform to the Sign Regulations of this Chapter, and shall be subject to design review and approval by the Planning Division, and/or preparation of a Sign Program.

**D. Industrial Uses**

1. Single Tenant Buildings and Individual Pad Tenants
  - a. Small Tenants (less than 5 acres): Maximum of two monument signs, one per street frontage, with each sign area not to exceed 20 square feet and five feet in height from finished grade.
  - b. Median Tenants (5-15 acres): Maximum of two monument signs, one per street frontage, with each sign area not to exceed 32 square feet and five feet in height from finished grade.

- c. Large Tenants (10+ tenants): Maximum of two monument signs, one per street frontage, with each sign area not to exceed 50 square feet and six feet in height from finished grade.
2. Complex Identification
- a. Small Complex (less than 10 acres): Maximum of two monument signs, one per street frontage, with each sign area not to exceed 20 square feet and five feet in height from finished grade.
  - b. Large Complex (10-25 acres): Maximum of three monument signs, one per street frontage, with each sign area not to exceed 32 square feet and six feet in height from finished grade.
  - c. Industrial Park (more than 25+ acres): Large industrial park developments shall substantially conform to the Sign Regulations of this Chapter, and prepare a Sign Program for review and approval by the Planning Division.

E. Freeway signs shall be located on the same parcel as the entity identified and shall comply with the following provisions:

1. Approval of a Conditional Use Permit is required.
2. A maximum of one freeway sign shall be allowed per parcel or site.
3. The parcel on which the sign is located shall be located within 660 feet of the nearest edge of a freeway right-of-way line.
4. Freeway signs shall not exceed an overall height of 25 feet and a total sign area of 100 square feet, with the following exception: freeway signs located within 300 feet of a freeway interchange or overpass shall be permitted an additional sign height of 25 feet.
5. Joint use freeway signs identifying more than one site/business may have a total sign area of 150 square feet, and shall be subject to the following provisions:
  - a. Joint use signs may be permitted for two or more sites or businesses, and shall be located within 660 feet of the nearest edge of a freeway right-of-way line.
  - b. Joint use signs may only identify businesses located on the parcel upon which the sign is located, and not to exceed a total of two, which are located on parcel(s) situated within 75 feet of the parcel upon which the sign is located.
  - c. Joint sign users/businesses shall be located within 660 feet of the nearest edge of a freeway right-of-way line and within 75 feet of the parcel upon which the joint use sign is located.
  - d. Only one freeway sign shall be permitted per site/business irrespective of whether a singular or joint use freeway sign is used.
  - e. The supporting structure of the base of the freeway sign shall be a minimum of 30 percent of the sign width, and architecturally treated to be consistent with the development.

**F. Additional Development Standards for Freestanding or Monument Signs**

1. Each freestanding or monument sign shall be located in a planted landscaped area of a shape, design and size not less than the total sign area.
2. If the sign is constructed upon an artificial berm, the height of the sign, as measured from the toe of the slope or berm, shall not exceed 150 percent of the maximum height allowed by this Chapter.
3. Location of freestanding or monument signs shall be no closer than five feet from the property line.

**III. Sign Program Required.** For new office and commercial complexes with four units or more, a sign program shall be prepared for Planning Division staff approval prior to issuance of any sign permits. New sign programs for existing commercial complexes may also be required at times of renovation. See Section 19.75.150.

**IV. Specific Plans.** Signs proposed within the geographic confines of an approved specific plan are subject to the sign provisions contained therein. When a conflict or absence of sign standards exists, the requirements of Chapter 19.75, Sign Regulations, will apply.

**19.75.110 SIGN REGULATIONS BY USE**

**A. Political Signs** (*Revised 2-2010, City Council*). Political signs associated with any local, state, regional or national official election shall be permitted in any zoning district subject to the following provisions:

1. No political sign shall be placed earlier than 90 days prior to the election for which it applies, and such signage shall be removed no later than 10 days following the date of the election.
2. Political signs are temporary and shall not be erected on a permanent foundation or be attached to a sign structure having a permanent foundation.
3. Political signs are permitted along the road right of way provided no sign is erected, placed, used or maintained on any publicly owned tree or shrub, or upon the improved portion of any street or highway right of way used for traffic or parking, or upon any street divider or median.
4. No sign shall be placed in a manner that would obstruct visibility of traffic.
5. A political sign shall not exceed 32 square feet in total area for one side.
6. Contact information shall appear on the face of the sign. At minimum, contact information shall consist of the campaign identification number or the name of a responsible individual and/or committee, and a valid telephone number. The font used shall not be less than ½" in size.
7. No political sign shall exceed an overall height of 6 feet. Signs used for identification of political headquarters shall comply with other provisions of this Section.
8. No lot shall contain political signage with a combined aggregate surface area in excess of 80 square feet.
9. Political signs may not be erected, placed, used or maintained upon property without the consent of the owner, lessee, person or entity in lawful possession of the property.

10. Political signs shall not be artificially illuminated.
11. If the Development Services Director finds that any political sign has been posted or is being maintained in violation of the provisions of this Section, the owner of the sign shall be given written notice to remove said sign. Said notice shall include a brief statement of the reasons for requiring removal. If the person so notified fails to correct the violation or remove the sign within 10 days after such notice, the Development Services Director may cause such sign to be removed. If the owner of the sign cannot in good faith be located within a reasonable time, the sign shall be deemed abandoned.
12. Any political sign that remains posted for more than 10 days after the election to which it pertains shall also be deemed abandoned. The Development Services Director may cause abandoned signs and signs which constitute an immediate peril to persons or property to be removed summarily and without prior notice.

**B. Vehicle Fueling Stations.** Vehicle fuel stations, whether situated on an independent parcel or incorporated as part of a commercial, industrial or office complex, shall have independent freestanding sign rights and are not restricted by the number of signs serving uses not related to the vehicle fuel station.

1. Freestanding Signs.

- a. On-site/Price Monument Sign. For each vehicle fuel station, one monument sign, maximum 50 square feet in size and maximum six feet in overall height shall be permitted. The price portion of the sign may not exceed 30 square feet and must include all price advertising required by state law.
- b. Freeway Adjacent Locations. For vehicle fuel stations located contiguous to a freeway, where a freeway exit serves the street from which the station takes direct access, in addition to the on-site/price monument sign, one on-premise pylon sign, maximum 80 square feet in size and 45 feet in overall height, situated to be directed toward and permanently viewable from the freeway, is permitted subject to the granting of a Conditional Use Permit.
- c. Secondary Price Sign. In addition to the on-site/price monument sign allowed, each station may display a maximum of one non-lighted, double-faced changeable copy price sign, maximum 15 square feet in display area and four feet in overall height.

2. Building and Gas Canopy Signs.

- a. Building and gas canopy signs shall be limited to two on-site signs totaling no more than 30 square feet in combined display area. For stations with multiple uses, one additional building sign and 10 additional square feet of combined sign area shall be allowed for each use, with a maximum of five signs with a combined sign area limited to 60 square feet.
- b. Pump Island Signs. Each pump may display one sign per side for a total of two signs per pump. Signs must be permanently affixed to the pump island they identify, and each sign may not exceed four square feet in overall size.
- c. Window Signs. One window sign may be displayed at each public entrance to the building, not to exceed 25% of the window area.



- C. Drive-Through Restaurants.** Signs for drive-through restaurants shall be permitted subject to the following provisions:
1. Wall and monument signs shall comply with the requirements for commercial businesses as described in Sections 19.75.100.A and 19.75.100.B.
  2. Menu boards shall comply with the following:
    - a. A maximum of two menu board signs shall be allowed per business.
    - b. A menu board shall not exceed 32 square feet in total area. No sign shall obstruct visibility of pedestrian or vehicular traffic.
    - c. No menu board signs shall exceed an overall height of seven feet, including base.
    - d. Temporary signs for advertising purposes shall not be attached to the menu board.
    - e. A loudspeaker is permitted on menu board signs and shall not exceed a maximum noise level range of 45 decibels.
    - f. Menu board signs shall not face the public right of way, and shall be screened from other public views including adjacent parcels and common areas including parking lots, dining areas, open space, and similar areas.
    - g. Menu board signs shall be located on the drive-through aisle as to allow stacking for a minimum of eight passenger vehicles, and to prevent vehicle overflow upon public right-of-way areas or required parking drive aisles and circulation paths.
  3. Other drive-through restaurants may be permitted up to a maximum of four signs to include, but not be limited to:
    - a. Window signs shall not exceed 25% of the window area;
    - b. Under-canopy signs and advisory signs (i.e., "Have Payment Ready") shall not exceed three square feet;
    - c. Clearance structure signs shall not exceed 10'10" in overall structure height.
    - d. Support posts shall not contain signage of any kind.
- D. Entertainment Theater.** Entertainment theater signs shall be permitted subject to the following provisions:
1. An entertainment theater may dedicate up to 50 percent of the permitted sign area to marquee signs.
  2. The entertainment theater complex with two or more screens shall be permitted an additional 10 square feet of sign area per each screen over two.
  3. One movie poster encased in glass attached or fixed to the building shall be permitted per theater screen. Glass encasements shall not exceed three feet in width and four feet in height.
  4. Live performance theaters with permanent seating for at least 100 persons may provide a maximum of 1½ square feet of signage for each linear foot of building frontage, not to exceed 100 square feet of signage per frontage.
- E. Murals.** For the purposes of this Chapter, murals are considered public art. The intent of this Section is to establish standards for murals that comply with the definition found in Section 19.75.070. Design review and approval for murals is required through the Planning Division and subject to the following standards:

1. A mural shall be integrated into the design of the structure on which it is to be placed, with logical borders and orientation.
2. A mural shall use colors and a design complementary to the colors and design of the structure on which it is to be placed.
3. A mural shall not obscure or detract from the architecture of the structure on which it is to be placed.
4. No commercial image, logo or trademark may be mounted on the same visual plane as the mural.
5. No building permit is required when the mural is painted onto an existing building surface. Construction of new backgrounds or building surfaces for mural placement is subject to approval of the Development Services Department and may require a building permit.

#### 19.75.120 ELECTRONIC SIGNS

- A. Commercial, Office, Business Park and Industrial Zones.** Electronic signs are permitted for freestanding or monument signs in accordance with the sign areas for permitted uses described in Section 19.75.100.B, and as otherwise provided in this Code. Electronic signs shall comply with the following general regulations:
1. An electronic sign may be a portion of the freestanding sign, or may comprise the entire sign area.
  2. All electronic signs shall have automatic dimming controls, either by photocell (hardwired) or via software settings, to bring the electronic sign lighting level at night into compliance with Section 19.75.170, Sign Illumination Standards.
  3. In Commercial and Industrial Zones, all electronic sign display features and functions are permitted except full motion video or film display via an electronic file imported into the electronic sign software or streamed in real time into the electronic sign. Full motion video as described shall be permitted by Conditional Use Permit only.
- B. Office and Business Park Zones.** Electronic signs shall have a minimum display time of eight (8) seconds. The transition time between messages and/or message frames is limited to three (3) seconds and these transitions may employ fade, dissolve, and or other transition effects. In Office and Business Park Zones, the following electronic message sign display features and functions are prohibited: continuous scrolling and/or traveling, flashing, spinning, rotating, and similar moving effects, and all dynamic frame effects or patterns of illusionary movement or simulating movement.
- C. Places of Assembly in Other Zones.** Assemblies of people not in Commercial, Office, Business Park and Industrial Zones shall be permitted one freestanding electronic sign per use as described below:
1. Sites One Acre in Size or Less. Maximum of one (1) 15 square foot, six-foot high electronic monument sign. Copy shall not be changed more than once a day and shall not be illuminated between the hours of 10:00 p.m. and 7:00 a.m.

2. Sites Greater Than One Acre in Size. Maximum of one (1) 25 square foot, six-foot high electronic monument sign. The copy shall not be changed more than once a day and shall not be illuminated between the hours of 10:00 p.m. and 7:00 a.m.

**D. Places of Assembly within an Existing Industrial, Office or Commercial Complex.**

Assemblies of people in an existing office, commercial or industrial complex shall be allowed an electronic sign serving that use in lieu of the permitted monument sign for the existing multi-tenant office, commercial or industrial complex.

- E. Entertainment Theater.** An entertainment theater may dedicate up to 50 percent of the permitted sign area for building marquee signs to electronic signage.

- F. Freeway Signs.** A freeway sign may dedicate up to 50 percent of the permitted sign area to electronic signage.

**19.75.130 OFF-SITE ADVERTISING SIGNS (BILLBOARDS)**

- A. Location Criteria.** Outdoor advertising signs or display structures may be permitted in any commercial or industrial zone district subject to a conditional use permit and the following conditions noted below. However, outdoor advertising signs may deviate from such standards if such signs replace or relocate existing signs pursuant to a Relocation Agreement approved by the City Council as forth in Section 19.75.130.E:

1. The area of permitted outdoor sign or display structure shall not exceed 300 square feet, unless otherwise permitted under a Relocation Agreement as set forth in Section 19.75.130.E.
2. Outdoor advertising signs shall be set back 100 feet from any right-of-way, unless otherwise permitted under a Relocation Agreement as set forth in Section 19.75.130.E.
3. Outdoor advertising signs or display structure erected on a parcel of land located at the intersection of any state or federal highway with a major or secondary street of the City shall be setback at least 660 feet from any right-of-way.
4. Outdoor advertising signs shall not be located within 1,000 feet of any other outdoor advertising sign or display structure, unless otherwise permitted under a Relocation Agreement as set forth in Section 19.75.130.E.

**B. Distance Criteria**

1. Freestanding outdoor advertising signs shall not be erected within 200 feet of a residential zone district.
2. Freestanding outdoor advertising signs shall not be erected within 200 feet of any public or private school, church, library, or any street designated as a parkway, or entrance to a public park.

**C. Height/Location/Design Criteria**

1. Freestanding outdoor advertising signs shall not exceed an overall height of 40 feet, unless otherwise permitted under a Relocation Agreement as set forth in Section 19.75.130.E.

2. No outdoor advertising sign shall be painted or attached to any wall, building, or fence.
3. No outdoor advertising sign shall be erected upon the roof of any building.
4. No outdoor advertising sign shall have digital displays, unless otherwise permitted under a Relocation Agreement as set forth in Section 19.75.130.E and located along the I-215 Freeway, subject to the following requirements:
  - a. The digital display shall not change its message more than once every four seconds. The digital display shall not include any red or blinking or intermittent light likely to be mistaken for a warning or danger signal.
  - b. The digital display illumination shall not impair the vision of travelers on adjacent highways. Illuminations shall be considered vision impairing when its brilliance exceeds the values set forth in Section 21466.5 of the California Vehicle Code.
  - c. The digital display shall not display any video streaming, flashing, intermittent, or moving light or lights.
  - d. The sign shall comply with all applicable CALTRANS standards for signs adjacent to a freeway.

#### **D. Permit Expiration**

Any permit for an outdoor advertising sign or display structure shall expire 10 years from the date of issuance or as otherwise provided in an approved Relocation Agreement.

#### **E. Outdoor Advertising Signs Permitted Pursuant to Relocation Agreement**

The City recognizes that California Business and Professions Code Section 5412 encourages cities to enter into relocation agreements, and to adopt ordinances or resolutions providing for relocation of billboards. Thus, the intent of this Section is to reduce visual clutter, eliminate non-conforming signage, facilitate the relocation and redistribution of existing outdoor advertising displays to more appropriate locations within the City to better serve the advertising needs of the local business community, allow incorporation of modern technology into relocated outdoor advertising displays in the form of Digital Outdoor Advertising Displays, and to eliminate the need for the City to pay compensation for removal of existing outdoor advertising displays to accommodate a public project.

1. **Content.** Each Relocation Agreement shall contain, at a minimum, the following information:
  - a. Identification of the location of the relocated outdoor advertising display(s) and, if removal of further outdoor advertising display sign area is required, outdoor advertising display(s) being permanently removed; and
  - b. Conceptual design drawings for the relocated outdoor advertising display(s), including sign area and dimensions.
2. **Review Process.** All Relocation Agreements shall be reviewed and approved by the City Council. The following findings must be made by the City Council in order to approve a Relocation Agreement:

- a. The proposed agreement is consistent with the goals, objectives, purposes and provisions of the Perris General Plan and the Perris Municipal Code;
  - b. The proposed relocation site is compatible with the uses and structures on the site and in the surrounding area;
  - c. The proposed Relocation Agreement either: 1) reduces the number of outdoor advertising displays within the City; or 2) in the case of relocations to accommodate a public project, the Relocation Agreement serves the public interest eliminating the need for public fund expenditure;
  - d. The proposed outdoor advertising display would not create a traffic or safety problem with regard to onsite access circulation or visibility;
  - e. The proposed outdoor advertising display would not interfere with onsite parking or landscaping required by City ordinance or permit; and
  - f. The proposed outdoor advertising display would not otherwise result in a threat to the general health, safety and welfare of City residents.
3. **Status of Existing Outdoor Advertising Displays.** Only outdoor advertising displays that comply with the City's municipal code or that are legal non-conforming outdoor advertising displays as of the date of adoption of this Section are eligible to be relocated pursuant to a Relocation Agreement.
  4. **Placement of Relocated Outdoor Advertising Display.** Relocated outdoor advertising displays may only be constructed on property located within commercial, office or manufacturing zoning districts.
  5. **Permits Required.** Subsequent to the approval of a Relocation Agreement by the City Council, the outdoor advertising display and/or property owner shall file an application for a Conditional Use Permit and Sign Permit to relocate or reconstruct the outdoor advertising sign structures as authorized by the Relocation Agreement, pursuant to the provisions of Section 19.75.040. The outdoor advertising display and/or property owner must also file an application for Building Permits pursuant to the provisions of Section 19.75.060. All outdoor advertising displays, whether relocated, reconstructed, or new, require a Conditional Use Permit.
  6. **Nonconforming Outdoor Advertising Displays.** Any nonconforming outdoor advertising display relocated or reconstructed pursuant to an approved Relocation Agreement shall no longer be considered non-conforming for purposes of this Code.

#### 19.75.140 TEMPORARY SIGNS

The following regulations shall apply to temporary sign displays:

- A. **Application and Permit Required.** A Temporary Sign Permit is required before any temporary sign is placed on a site. The following information is required for submittal of a temporary sign permit application:
  1. A completed application form and fee.

2. Plans drawn to scale indicating the sign area, dimensions, proposed copy, colors, materials and method of illumination, if any.
  3. Site plan indicating the location of the proposed sign on the subject property.
- B. Approval.** An application for a temporary sign permit shall be reviewed and approved by the Planning Division, subject to the regulations for each sign type as contained in this Section.
- C. A Temporary Sign Permit shall be required for the following:**
1. Grand Opening Banners. One banner not exceeding 60 square feet shall be allowed for a period not exceeding 30 consecutive days for newly opened or reopened establishments at the site where the banner is to be displayed. The banner shall be stretched and secured flat against the building surface and shall not extend higher than the building eave or the building parapet wall.
  2. Window Signs. No more than three (3) temporary signs not exceeding a combined twenty-five (25%) percent of the total window area, or a combined area of forty (40) square feet, whichever area is less, may be displayed in the window area of each building frontage throughout the duration of an event. Such signs may be painted directly onto the window in water soluble paints or constructed of paper, wood, fabric, plastic, vinyl or similar materials and securely adhered to, or oriented toward the street or public right-of-way. All paper signs must be mechanically printed. Such signs must remain in good condition and shall be removed within 7 days of the conclusion of the event.
  3. Vertical Banner Signs. Not more than four freestanding vertical banners may be displayed per street frontage, at a distance of not less than 20 feet apart, no closer than five feet from the property line and public right of way. Vertical banners shall not exceed 15 square feet and 10 feet in height.
  4. Temporary Commercial Event Signs. Other types of temporary signage including balloons, festoons, statuary, pennants and flags are permitted subject to Planning Division review and approval, and as required by other sections of this code.
- D. Model Home Complex Signs.** All signs for model units associated with new single-family developments and multi-family developments shall require a temporary sign permit. Model units for multi-family and single-family developments are permitted as follows:
1. Up to five flags, with an additional two flags permitted per each model home within the complex, or every 50 units contained within the multi-family development.
  2. One on-site identification sign not to exceed 12 square feet in area and not more than 8 feet in height.
  3. Directional signs for parking areas, model home entrance and sales office area. No sign shall be more than two square feet in area, and four feet in height if freestanding, or six feet from finished grade if attached to a structure.
  4. Each model shall be permitted one sign two square feet in area and four feet in height if freestanding, or six feet from finished grade if attached to the home.
  5. All model home complex signs shall be removed within 10 days from the closure of the model home complex.

6. All signage for multi-family development shall be permitted upon the opening of a complex and until 80 percent of the complex is rented/sold or for a period of time not to exceed 12 months from opening date, whichever comes first. A 6-month extension may be granted, if less than 80 percent of the complex is occupied.

**E. Directional Subdivision Signs.** A temporary sign permit is required prior to the placement of a directional subdivision sign either on or off the subject property. Off-site signs are limited to a maximum of two signs located on Collector and Arterial streets only, and not within the public right of way. Such signs shall not exceed 32 square feet and/or 10 feet in height. These signs may be allowed at the discretion of the Planning Division in addition to a City-approved off-site directional sign program for subdivisions.

#### 19.75.150 SIGN PROGRAMS

- A. Sign Program or Plan Required.** A sign program (sign plan, master sign plan) shall be prepared for all new commercial, office or industrial projects, or any multi-tenant buildings or group of buildings, having four or more tenant or occupant spaces on a lot or combination of lots subject to a common development permit or plan. Existing developments aspiring to comply with this code shall be permitted to apply for a master sign plan retroactively. A “common development permit or plan” means any parcel map, grading, building, sign or other permit issued by the city which is for the complex, building(s) as a whole or four or more tenants.
- B. Consistency and Integration.** A sign program within multi-tenant developments shall be compatible and consistent with other on-site signs, structures, surrounding developments, and landscaping design to project a unified architectural statement.
- C. Application Requirements.** A sign program shall be submitted to the Planning Division with the deposit fee for review, and contain the following plans and information:
  1. Completed sign permit application form and fee.
  2. Plans drawn to scale which indicate sign dimensions, colors, letter height and elevations.
  3. Plans indicating the site plan and elevations detailed with location, area and dimension of every sign and the type of sign. All signs shall be depicted, including project identification signs, tenant identification signs, building identification signs, address signs, window signs, and on-site directional signs, as applicable.
  4. Detailed narrative describing the regulations of the sign plan, including construction requirements, general requirements, installation requirements, and removal and replacement policies.

#### 19.75.160 SIGN ILLUMINATION STANDARDS

Signs may be illuminated consistent with the following standards:

- A. A sign in any zone may be illuminated at night. Signs that are illuminated at night may not exceed a maximum luminance level of seven hundred fifty (750) cd/m<sup>2</sup> or Nits, regardless of the method of illumination.
- B. Signs with external illumination shall have fully shielded lighting fixtures or luminaires.
- C. All illuminated signs shall not exceed the maximum luminance level of seven hundred fifty (750) cd/m<sup>2</sup> or Nits at least one-half hour before Apparent Sunset, as determined by the National Oceanic and Atmospheric Administration (NOAA), US Department of Commerce, for the specific geographic location and date. All illuminated signs must comply with this maximum luminance level throughout the night until Apparent Sunrise, as determined by the NOAA, at which time the sign may resume luminance levels appropriate for daylight conditions, when required or appropriate.

#### 19.75.170 SIGN CLEARANCE

- A. **Vision clearance areas.** Vision clearance areas are triangular-shaped areas located at the intersection of any combination of rights-of-way, alleys or driveways. The sides of the triangle extend thirty feet from the intersection of the right-of-way, alley or driveway in either/each direction. No sign may be installed within this clear sight triangle
- B. **Vehicle area clearances.** In areas outside of rights-of-way, when a sign or awning extends over an area in which vehicles travel or are parked, the bottom of the structure must be at least fourteen feet above the ground. Vehicle areas include driveways, alleys, parking areas, and loading and maneuvering areas.
- C. **Pedestrian area clearances.** When a sign or awning extends more than twelve inches over a sidewalk, walkway, or other space used by pedestrians, the bottom of the structure must be at least eight feet above the ground.
- D. **Clearances from fire escapes, means of egress or standpipes.** Signs, sign structures and awnings are prohibited from being erected in any manner that interferes in any way with the free use of any fire escape, means of egress or standpipe. Attaching signs, sign structures or awnings to a fire escape is prohibited.
- E. **Obstruction of windows and ventilation.** Signs, sign structures and awnings are prohibited from being installed in any way that obstructs any building openings to such an extent that light, ventilation or exhaust are reduced to a level below that required by the Building Code or other applicable regulations.
- F. **Obstruction of View.** Signs, sign structures and awnings shall not cover windows or glazing, or block views from within the building.



#### 19.75.180 SIGN MAINTENANCE

Signs shall be properly maintained at all times. Noncompliance with the following requirements shall constitute a zoning violation and shall be abated pursuant to the provisions of Chapter 19.75.190.

- A. Every sign and all parts, portions, and materials shall be manufactured, assembled and erected in compliance with all applicable state, federal and local regulations.
- B. All signs shall be kept clean, neatly painted and free from rust and corrosion. Any cracked or broken surfaces, malfunctioning lights, missing sign copy, or other unmaintained or damaged portions of a sign shall be repaired or replaced within 14 days from notification by the City.
- C. Signs, sign structures and awnings, together with their supports, braces, guys, anchors and electrical components must be maintained in a proper state of repair. The City may remove or order the removal of any sign, sign structure or awning that is not maintained in accordance with this Code.
- D. Any residue, damage or exposure of holes or electrical material on a building or structure resulting from the removal of signs shall be repaired within 14 days from removal of this sign.
- E. Any sign pertaining to activities of businesses which are no longer in operation shall be removed from the premises or the sign copy shall be removed or obliterated within 60 days after the premises has been vacated. Any such sign not removed or altered within the specified time as set forth above shall constitute a nuisance and shall be subject to removal by the City at the property owner's expense.
- F. Signs which are not properly maintained in accordance with the provisions of this Section shall constitute a public nuisance, and shall be removed or abated at the owner's expense pursuant to the provisions of Chapter 19.75.190.

#### 19.75.190 SIGN ENFORCEMENT AND ABATEMENT

A violation of the provisions of this Chapter is deemed a continuing violation until the violation has been corrected.

- A. **Public Nuisance.** Any illegal sign within the City shall constitute a public nuisance and may be abated by the City in accordance with the following:
  - 1. If the address of the owner or person in possession or control of the sign is known, notice of the City's intention to remove and destroy the sign, stating the date after which the sign shall be removed, shall be mailed to the owner or person in possession or control, by certified mail, return receipt requested, at least 10 days before the date of removal. If the address of the owner or person in possession or control is unavailable, the notice shall be affixed in a conspicuous place on the sign

to be removed at least 10 days before the date of removal. The notice shall set forth the applicable provision(s) of this Chapter.

2. The owner or person in possession or control of the sign may, before the removal date stated in the notice, file a written request for hearing with the Planning Commission. The request shall identify the sign and its location, date the name and address of the owner or person in possession or control and set forth in detail the reasons why the sign should not be removed and destroyed.
3. If a request for hearing is filed, the Planning Commission shall hear the matter at a regularly scheduled meeting held not more than 60 days thereafter. After the hearing, the Planning Commission shall determine whether the sign shall be removed in accordance with this Chapter. The Planning Commission shall render a written decision within 10 days after the hearing and a copy of the decision shall be mailed to the owner or person in possession of the sign within 7 days thereafter.

**B. Hazardous Signs.** Notwithstanding any provision of this Chapter, any illegal sign which constitutes a hazard to pedestrian or vehicular traffic may be removed immediately by the City, at the expense of the owner or people in possession or control of the sign, pending the completion of the notification and hearing procedures set forth in this Section.

#### 19.75.200 NONCONFORMING SIGNS

The intent of this Section is to recognize that the eventual elimination of existing signs not in conformity with the provisions of this Chapter is as important as the prohibition of new signs that would violate these regulations.

- A. **General Requirements.** A nonconforming sign shall not be:
  1. Altered to convey an additional or alternative message.
  2. Structurally altered to extend its useful life.
  3. Structurally expanded or enlarged.
  4. Reestablished after a business discontinues for 60 days.
  5. Reestablished after damage or destruction of more than 50 percent of its value, as determined by the Building Division.
- B. **Review Required Prior to Sign Approval.**
  1. No new sign shall be approved for a site, structure, building or use that contains nonconforming signs, unless such nonconforming signs are removed or modified to conform to the provisions of this Chapter.
  2. No building permit shall be issued for any structure or building expansion or any new construction on a site which contains nonconforming signs, unless all signs on the site are brought into conformance with this Chapter.
- C. This Section shall not apply to outdoor advertising displays permitted under a Relocation Agreement pursuant to Section 19.75.130.E. Such signs shall not be deemed nonconforming.

**CITY COUNCIL  
AGENDA SUBMITTAL**

**Meeting Date: March 29, 2016**

**SUBJECT:** Ways and Means Committee Recommendations

**REQUESTED ACTION:** Provide direction on recommendations brought forward by the City's Ways and Means Committee

**CONTACT:** Ron Carr, Assistant City Manager *RC*

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**BACKGROUND/DISCUSSION:**

On March 16, 2016, a meeting of the City of Perris Ways and Means Committee was held. In attendance were Mayor Pro Tem Rogers, Councilmember Burke, and City Staff Ron Carr and Jennifer Erwin. The purpose of this staff report is to bring forward the recommendations of the Ways and Means Committee for review and direction by the full City Council. These recommendations are as follows:

1. The Ways and Means Committee will meet monthly.
2. The City's auditor, Teaman, Ramirez, & Smith, Inc., will have a representative at the next Ways and Means Committee meeting to answer questions concerning the City's annual audit. Rich Teaman, the Audit Manager of the City's annual audit, has provided a letter addressed to the City Council discussing the auditors' examination of the City's internal financial controls. This letter is included as an attachment to this report.
3. The City's purchasing ordinance, written primarily in 1989, will be rewritten. An independent third party with extensive experience in municipal finance will be retained to do this rewrite.
4. At future Ways and Means Committee meetings, other outdated sections of the City's Municipal Code will be reviewed.
5. The first phase of the City's new financial software will be implemented by September 30, 2016. Options for internal controls over purchasing, such as budget verifications, will be set at the strictest level available.
6. With respect to the revised purchasing ordinance and the new financial software systems, City management personnel with purchasing authority will be given the appropriate training to ensure that proper purchasing practices are adhered to.
7. Capital projects will be reviewed by the City Council at the completion of the project. Budgetary performance of the project will be presented for City Council approval.
8. The monthly warrant register will be put on the City Council agenda each month for approval.
9. The City will develop a fiscal transparency page on its website showing important financial documents such as the Comprehensive Annual Financial Report, the Capital Improvement Program, and the City-Wide Budget.
10. Budget deliberations for the biannual budget and the midyear review will be conducted in a workshop format in which all City Council members are present.

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**BUDGET (or FISCAL) IMPACT:**

No additional budgetary resources are required to implement the recommendations presented in this report.

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Reviewed by:

Assistant City Manager 

Attached: City Auditor Letter

Business

March 22, 2016

City Council  
City of Perris  
Perris, California

This letter is in response to a question regarding the testing and evaluation of internal controls in the City in relation to the City's annual financial statement audit. It has come to our attention that there was a question by the City Council about whether or not internal controls are evaluated and tested as part of the City's annual audit.

Simply put, the answer to this question is yes; internal controls in the City are tested and evaluated as part of the annual audit. Each year as a part the annual audit we have issued a report titled "Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards". The latest such report was issued as part of a Single Audit Report on Federal Award Programs as required when the City expends Federal Funds above a set threshold. I have attached a copy the Single Audit Report for your convenience. Pages one and two of this report addresses the City overall whereas pages three and four addresses only the Federal programs as indicated.

I would like to address your attention to paragraphs two and four of page one of the above referenced report wherein we describe the limited purpose and conclusion of our evaluation for the year ended June 30, 2015.

I hope this helps to address any questions the Council may have had regarding whether or not internal controls are evaluated and tested as part of the City's Annual Audit. If you need anything further, please let us know.

Sincerely,

Teaman, Ramirez & Smith, Inc.



Richard A. Teaman  
Certified Public Accountant

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**ATTACHMENT**

**FOLLOWS**

**THIS**

**PAGE**

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**CITY OF PERRIS**  
**Perris, California**

**SINGLE AUDIT REPORT ON**  
**FEDERAL AWARD PROGRAMS**

**Year Ended June 30, 2015**

**CITY OF PERRIS**  
**SINGLE AUDIT REPORT ON FEDERAL AWARD PROGRAMS**  
Year Ended June 30, 2015

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**Independent Auditors' Report on Internal Control Over Financial Reporting and on  
Compliance and Other Matters Based on an Audit of Financial Statements  
Performed in Accordance with *Government Auditing Standards***

City Council  
City of Perris  
Perris, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Perris, California (the "City"), as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated December 29, 2015.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Teaman Ramirez & Smith, L.P.C.*

Riverside, California  
December 29, 2015

**Independent Auditors' Report on Compliance for Each Major Program and on  
Internal Control Over Compliance Required by OMB Circular A-133**

City Council  
City of Perris  
Perris, California

**Report on Compliance for Each Major Federal Program**

We have audited the City of Perris, California (the "City") compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2015. The City's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

***Management's Responsibility***

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

***Auditor's Responsibility***

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

***Opinion on Each Major Federal Program***

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2015.

**Report on Internal Control over Compliance**

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and

material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

#### **Report on Schedule of Expenditures of Federal Awards Required by OMB Circular A-133**

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Perris, California as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the City's basis financial statements. We issued our report thereon dated December 29, 2015, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on those financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and the other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

*Teaman Ramirez & Smith, L.L.C.*

Riverside, California  
December 29, 2015

**CITY OF PERRIS**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
Year Ended June 30, 2015

<u>Federal Grantor/Pass-Through Grantor Program Title</u>	<u>Federal CFDA Number</u>	<u>Grant/Contract Number</u>	<u>Expenditures</u>
<b>MAJOR PROGRAMS</b>			
<u>United States Department of Housing and Urban Development:</u>			
Community Development Block Grant Entitlement Program	14.218	B-13-MC-06-0602	\$ 649,369
Community Development Block Grant Entitlement Program	14.218	B-14-MC-06-0602	<u>70,948</u>
Subtotal			<u>720,317</u>
<u>United States Department of Agriculture</u>			
<i>Passed through the County of Riverside</i> Supplemental Nutrition Assistance Program	10.551	12-10194	<u>218,239</u>
<b>OTHER FEDERAL AWARDS</b>			
<u>United States Department of Homeland Security</u>			
<i>Passed through the County of Riverside</i> Emergency Management Performance Grants	97.042	2014-0070	<u>3,032</u>
<u>United States Department of Homeland Security</u>			
<i>Passed through the County of Riverside</i> Homeland Security Grant Program	97.067	2014-SS-00093	<u>9,661</u>
<u>United States Department of Justice</u>			
ARRA – Public Safety Partnership and Community Policing Grants	16.710	2013-UM-WX-0040	<u>41,633</u>
<u>United States Department of Justice</u>			
Edward Byrne Memorial Justice Assistance Grant	16.738	2012-DJ-BX-0695	5,244
Edward Byrne Memorial Justice Assistance Grant	16.738	2013-DJ-BX-0695	<u>5,740</u>
Subtotal			<u>10,984</u>
Total Expenditures of Federal Awards			<u>\$ 1,003,866</u>

**CITY OF PERRIS**  
**NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
Year Ended June 30, 2015

**1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES APPLICABLE TO THE SCHEDULE OF FEDERAL AWARDS**

**a) Scope of Presentation**

The accompanying schedule presents only the expenditures incurred (and related awards received) by the City of Perris that are reimbursable under programs of federal agencies providing financial assistance. For the purpose of this schedule, financial assistance includes both federal financial assistance received directly from a federal agency, as well as federal funds received indirectly by the City of Perris from a non-federal agency or other organization. Only the portion of the program expenditures reimbursable with such federal funds is reported in the accompanying schedule. Program expenditures in excess of the maximum federal reimbursement authorized or the portion of the program expenditures that were funded with state, local or other non-federal funds are excluded from the accompanying schedule.

**b) Basis of Accounting**

The expenditures included in the accompanying schedule were reported on the accrual basis of accounting. Under the accrual basis of accounting, expenditures are recognized in the period incurred. Expenditures reported include any property or equipment acquisitions incurred under the federal program.

**c) Major Programs**

The City had two major programs for the year ended June 30, 2015, consisting of expenditures from several grants from the United States Department of Housing and Urban Development and the United States Department of Agriculture. The major programs had disbursements of \$938,556. This amount calculates to 93% of the total disbursements from federal awards. The City did meet the requirements to be a low risk auditee. Therefore, the City's major programs have to cover at least 25 percent of the total expenditures of federal awards.

**d) Relationship to Basic Financial Statements**

Federal award expenditures agree or can be reconciled with the amounts reported in the City's financial statements.

**CITY OF PERRIS**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**  
Year Ended June 30, 2015

**SECTION I - SUMMARY OF AUDITORS' RESULTS**

**Financial Statements**

Type of Auditors' Report Issued: Unqualified

Internal Control Over Financial Reporting:

Material Weakness(es) Identified? No

Significant Deficiency(ies) Identified not Considered  
to be Material Weaknesses? No

Noncompliance Material to Financial Statements Noted? No

**Federal Awards**

Internal Control Over Major Programs:

Material Weakness(es) Identified? No

Significant Deficiency(ies) Identified not Considered  
to be Material Weaknesses? No

Type of Auditors' Report Issued on Compliance for  
Major Programs: Unqualified

Any Audit Findings Disclosed that are Required to be Reported in  
Accordance With Circular A-133, Section .510(a)? No

Identification of Major Programs:

<u>CFDA Numbers</u>	<u>Name of Federal Program or Cluster</u>
14.218	Community Development Block Grant Entitlement Program
10.551	Supplemental Nutrition Assistance Program

Dollar Threshold used to Distinguish Between Type A  
and Type B Programs: \$ 300,000

Auditee Qualified as Low-Risk Auditee? Yes

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**CITY OF PERRIS**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**  
Year Ended June 30, 2015

**SECTION II - FINANCIAL STATEMENT FINDINGS**

There were no auditors' findings required to be reported in accordance with *Government Auditing Standards*.

**SECTION III - FEDERAL AWARD FINDINGS AND QUESTIONED COSTS**

There were no auditors' findings required to be reported in accordance with paragraph .510(a) of OMB Circular A-133.



**CITY OF PERRIS**  
**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS**  
Year Ended June 30, 2015

**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS**

There are no auditors' findings in the prior year required to be reported in accordance with *Government Auditing Standards* or with paragraph .510(a) of OMB Circular A-133.

# Verbal Presentation