

*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, November 29, 2016**

**6:30 P.M.**

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

***CLOSED SESSION: 6:00 P.M.***

***ROLL CALL:***

Rabb, Rogers, Yarbrough, Burke, Busch

- A. Conference with Real Property Negotiators –  
Government Code Section 54956.8  
Property: APN # 313-092-001  
City Negotiator: Richard Belmudez, City Manager  
Negotiating Parties: Mario Turner, Vice President,  
AMCAL Multi-Housing, Inc. Rajeev Kaura  
Under Negotiation: Price and terms of payment

***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. REPORT ON CLOSED SESSION ITEMS:**

**6. PRESENTATIONS/ANNOUNCEMENTS:**

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

- A. Presentation by Joan Hoover, Team Relations regarding the Reality Rally being held on April 6, 7 and 8, 2017 in Temecula.
- B. Presentation of Comcate System by Arturo Cervantes, IT Manager.
- C. Presentation to Mayor Daryl Busch and Councilmember Mark Yarbrough.

**7. APPROVAL OF MINUTES:**

- A. Approve the Minutes of the Regular Joint Meeting of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and Perris Joint Powers Authority held October 25, 2016.

**8. CONSENT CALENDAR:**

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

- A. Adopt the second reading of Ordinance Number 1334 regarding Development Plan Review 15-00012, Planned Development Overlay 15-05197, Zone Change 15-05198, General Plan Amendment 15-05199, and Tentative Tract Map 36797 - Proposal to subdivide an existing vacant 20 acre parcel into a 76-unit planned residential development, General Plan Amendment and Zone Change to change the land use designation from R-20,000 to R-10,000-PDO, located at the northwest corner of Murrieta Road and Water Avenue. (Applicant: Tom Mungari, Nova Homes).

The Second Reading of Proposed Ordinance Number 1334 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA APPROVING ZONE CHANGE 15-05198 AND PLANNED

DEVELOPMENT OVERLAY ZONE 15-05197 TO REZONE 20 ACRES OF LAND FROM R-20,000 TO R-10,000 PDO SINGLE FAMILY RESIDENTIAL PLANNED DEVELOPMENT OVERLAY ZONE LOCATED WEST ALONG MURRIETA ROAD, EAST OF WILSON AVENUE, NORTH OF WATER AVENUE, AND SOUTH OF LISBON STREET, AND MAKING FINDINGS IN SUPPORT THEREOF

- B. Adopt the Second Reading of Ordinance Number 1335 regarding General Plan Amendment 15-05207, Zone Change 15-05206, Tentative Parcel Map 37014(Case 15-05205), and Development Plan Review 15-00014 for the development of a 202-unit multifamily apartment complex on 16.9 vacant acres in the between Barrett Avenue and Perris Boulevard, north of Orange Avenue, with a 3,979 s.f. recreation and leasing building and a variety of amenities within the MFR-14 (Multifamily) Residential Zone, located between Barrett Avenue and Perris Boulevard. (Applicant: Peter Kulmaticki, Perris Group)

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING A ZONE CHANGE 15-05206 TO REZONE A .92 ACRE PARCEL FROM CC-COMMUNITY COMMERCIAL TO MFR-14-MULTI-FAMILY RESIDENTIAL TO FACILITATE A 202-UNIT APARTMENT COMPLEX, LOCATED BETWEEN BARRETT AVENUE AND PERRIS BOULEVARD AND MITIGATED NEGATIVE DECLARATION 2325, AND MAKING FINDINGS IN SUPPORT THEREOF

- C. Approval to award a contract to Tri-R Gen. Contractors, Inc. for completion of Façade Improvements to Ferrell Gas, 801 S. D Street.
- D. Approval to award bid to Larry Ogilvie Construction for Façade Improvements at 394 E. 4<sup>th</sup> Street.
- E. Approve a one year Extension of Time No. 16-05210 for Tentative Tract Map 34260, located at north side of Flame Avenue and west of Redlands Avenue. (Applicant: Dave Jeffers)
- F. Approve a one year Extension of Time No. 16-05227 for Tentative Tract Map 33193, located at the southwest corner of Metz and De Lines Drive. (Applicant: Eugene Hamood)

- G. Approve a one year Extension of Time No. 16-05209 for Tentative Tract Map 31367, located at the southwest corner of Avocado Avenue and Orchard Drive. (Applicant: Alejandra Zambrano)
- H. Approve a one year Extension of Time No. 16-05226 for Tentative Tract Map 32497 lots located on the northwest corner of Orange Avenue and Medical Center Drive. (Applicant: CHT Investment, LLC)
- I. Approve Fee waiver for St. James Catholic School for the use of Bob Glass Gym on December 21, 2016 for the school Christmas Program.
- J. Approve Contract Services Agreement with Graphic Solutions, LTD for design services to develop a new City graphic image.
- K. Approve Contract with Water Education Services Inc. for City regulatory program management of backflow certification.
- L. Approval to award Bid to Principle Contracting, Inc., for the construction of Phase I of Perris Valley Storm Drain Channel Trail Project.
- M. Approval of Contract with West Coast Arborists for City-Wide maintenance of Urban Forest.
- N. Approve Fee waiver for Boys & Girls Club of Perris for the use of Senior Center on December 15, 2016 to hold Annual Holiday Party.
- O. Approve Check Register for September 2016 and October 2016.

**9. PUBLIC HEARINGS:**

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

- A. Consideration to adopt Resolution Number (next in order) and introduce the First Reading of Ordinance Number (next in order) regarding Amendment of OA 16-05232) Building/Fire Permit Fees in Chapter 16 of Perris Municipal Code of Building and Construction.

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

A RESOLUTION OF THE COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AMENDING SECTION 5 OF RESOLUTION NO. 2715 BY ADOPTING THE 2013 BUILDING VALUATION RATES, AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL (ICC) IN THE 2013 BUILDING STANDARDS VALUATION TABLES, FOR USE IN THE CALCULATION OF CERTAIN BUILDING, ELECTRICAL, PLUMBING AND MECHANICAL PERMIT FEES.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AMENDING SPECIFIED CHAPTERS OF TITLE 16 OF THE PERRIS CITY CODE TO ADOPT THE 2016 EDITIONS OF THE CALIFORNIA MODEL CODES, CALIFORNIA BUILDING CODE VOLUMES 1 & 2, CALIFORNIA PLUMBING, MECHANICAL, ELECTRICAL CODE, CALIFORNIA FIRE CODE, THE CALIFORNIA EXISTING BUILDING CODE, CALIFORNIA GREEN BUILDING STANDARDS CODE, CALIFORNIA ENERGY CODE, CALIFORNIA ADMINISTRATIVE CODE AND RELATED REFERENCE STANDARDS CODES WITH APPENDICES, ICC VALUATION TABLES AND AMENDMENTS THERETO

Introduction by: David Martinez, Interim Building Official/Fire Marshall

PUBLIC COMMENT:

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

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

- A. Consideration to award contract to Fieldan, Rolapp & Associates, Inc. as the new Financial Advisor Consulting Service for the City.

Introduced by: Jennifer Erwin, Assistant Director of Finance

PUBLIC COMMENT:

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

*This is the time when any member of the public may bring a matter to the attention of the Mayor and the City Council that is within the jurisdiction of the City Council. The Ralph M. Brown act limits the Mayor's, City Council's and staff's ability to respond to comments on non-agendized matters at the time such comments are made. Thus, your comments may be agendized for a future meeting or referred to staff. The City Council may discuss or ask questions for clarification, if desired, at this time. Public comment is limited to three (3) minutes.*

**12. COUNCIL COMMUNICATIONS:**

*(Committee Reports, Agenda Items, Meeting Requests and Review etc.)*

*This is an opportunity for the Mayor and City Councilmembers to report on their activities and the actions of the Committees upon which they sit, to bring a matter to the attention of the full Council and staff, and to request agenda items. Any matter that was considered during the public hearing portion is not appropriate for discussion in this section of the agenda. NO ACTION CAN BE TAKEN AT THIS TIME.*

**13. CITY MANAGER'S REPORT:**

**14. ADJOURNMENT:**

*In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Building Official (951) 443-1029. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.*

**CITY COUNCIL/  
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY/  
PERRIS PUBLIC FINANCE AUTHORITY/  
PERRIS PUBLIC UTILITIES AUTHORITY/HOUSING  
AUTHORITY/PERRIS JOINT POWERS AUTHORITY/PERRIS  
COMMUNITY ECONOMIC DEVELOPMENT CORPORATION  
AGENDA SUBMITTAL**

TO: The Honorable Mayor and Members of the City Council  
FROM: Nancy Salazar, City Clerk *NS*  
DATE: November 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 October 25, 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 October 25, 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:       October 25, 2016

06:30 PM

Place of Meeting:      City Council Chambers

### CLOSED SESSION

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

### ROLL CALL

**Present: Burke, Rabb, Rogers, Busch**  
**Councilmember Yarbrough arrived at 6:04 p.m.**

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

A. Conference with Legal Counsel – Existing Litigation – Government Code Section 54956.9(d)(2); 1 case:

1.   BAI Investor, LLC v. City of Perris, et al.

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

1.   CALL TO ORDER: 6:30 P.M.

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

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

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

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

3.   INVOCATION: Pastor James Baylark Good Hope Missionary Baptist Church 22876 Mountain Avenue Perris, Ca 92570

4. PLEDGE OF ALLEGIANCE:

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

5. REPORT ON CLOSED SESSION ITEMS:

**City Attorney Dunn reported that the City Council met in closed session, an update was given, but there was no reportable action taken tonight.**

6. PRESENTATIONS/ANNOUNCEMENTS:

A. Perris Youth Advisory Committee Updates.

B. Certificates of Appreciation presented to Community Residents.

C. KickFit Foundation: A Mentoring Program for Youth presented by Angel Perla & Geovany Lopez, Coaches/Mentors for Foundation.

D. Presentations for Ron Carr, Assistant City Manager.

**Mayor Busch recessed the Regular City Council meeting at 7:30 p.m. and invited everyone present to enjoy refreshments in honor of Assistant City Manager Carr's Retirement.**

**Mayor Busch reconvened the Regular City Council meeting at 7:45 p.m.**

7. APPROVAL OF MINUTES:

A. Approved the Minutes of the Regular Joint Meeting of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and Perris Joint Powers Authority held October 11, 2016.

The Mayor called for a motion.

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

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

NOES:

ABSENT:

ABSTAIN:

8. CONSENT CALENDAR:

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

**City Manager Belmudez requested that Item 8.D. be pulled for a slight**

**modification and requested that Assistant Finance Director Erwin make the clarification. Assistant Finance Director Erwin noted that the funding for this item has, in the past, been used by the Southwest Corridor Task Force. Due to recent changes to the task force, staff requested that the funding be designated to the Perris Police Special Enforcement Operations.**

- A. Adopted the second reading of Ordinance Number 1333 amending Chapter 10.12 Authority of Police.

The Second Reading of Ordinance Number 1333 is entitled:  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING SECTION 10.12.020 AND 10.12.110 OF CHAPTER 10.12 OF TITLE 10 OF THE CITY OF PERRIS MUNICIPAL CODE REGARDING VEHICLES AND TRAFFIC

- B. Adopted Resolution Number 5054 renaming the City's Annual "Citizen of the Year Award" to the "Alberta Mable Kearney Award."

Resolution Number 5054 is entitled:  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RENAMING THE "CITIZEN OF THE YEAR AWARD," AWARDED BY THE PERRIS CITY COUNCIL ANNUALLY AT THE ROTARY CLUB GALA, TO THE "ALBERTA MABLE KEARNEY" AWARD

- C. Approved the restaurant attraction/incentive grant to La Gare Café and Coffee Roasters.
- D. Approved the application of the Supplemental Law Enforcement Services Fund Grant to supplement the cost of Southwest Corridor Narcotic Task Force which is included in the Police Department 2016-2017 Budget.

**This item was pulled by City Manager Belmudez and clarification was given that the funds from this grant would be designated to the Perris Police Special Enforcement Operations.**

- E. Adopted the Traffic Report prepared by RK Engineering and approved the installation of a 4-way stop at the intersection of Murrieta Road and Orange Avenue.
- F. Approved the award of bid to Hamel Contracting, Inc. for the construction of the Patriot Park Football Building (CIP #P035).
- G. Approved Contract Services Agreement with Fontis Solutions for professional printing and mailing services of the On Track in Perris Newsletter.
- H. Approved the award of bid to All American Asphalt for Redlands Avenue Rehabilitation Project.

The Mayor called for a motion.

M/S/C: Moved by Mark Yarbrough, seconded by David Starr Rabb to Approve the Consent Calendar as presented noting that regarding item 8.D. the proposed funding would be designated to the Perris Police Special Enforcement Operations.

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

NOES:

ABSENT:

ABSTAIN:

9. PUBLIC HEARINGS:

- A. Adopted Resolution Numbers 5055, 5056 and 5057 regarding Annexation of DPR 05-0477 to the City's Maintenance Districts. The project, a distribution warehouse, is located on the northwest corner of Redlands Avenue and Perry Street. (Ownership of: Markham Business Center East LLC. c/o IDI Gazeley LLC).

Resolution Number 5055 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 05-0477 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2016-2017

Resolution Number 5056 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 05-0477 TO BENEFIT ZONE 121, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2016-2017

Resolution Number 5057 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 05-0477 TO BENEFIT ZONE 90, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2016-2017

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

**The Mayor opened the Public Hearing at 7:51 p.m. There was no Public Comment.**

**The Mayor closed the Public Hearing at 7:52 p.m.**

**The Mayor requested that City Clerk Salazar open the 3 ballots for this item.**

**City Clerk Salazar opened the 3 ballots and reported 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 5055, 5056 and 5057 as presented.

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

NOES:

ABSENT:

ABSTAIN:

- B. Adopted Resolution Number 5058 and introduced the First Reading of Ordinance Number 1334 regarding Development Plan Review 15-00012, Planned Development Overlay 15-05197, Zone Change 15-05198, General Plan Amendment 15-05199, and Tentative Tract Map 36797, a proposal to subdivide an existing vacant 20 acre parcel into a 76 unit planned residential development, General Plan Amendment and Zone Change to change the land use designation from R-20,000 to R-10,000-PDO, located at the northwest corner of Murrieta Road and Water Avenue. (Applicant: Tom Mungari, Nova Homes).

Resolution Number 5058 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECOMMENDING TO APPROVE TENTATIVE TRACT MAP 36797 TO SUBDIVIDE 20 GROSS ACRES INTO 76 SINGLE FAMILY LOTS AND TWO LETTERED LOTS, GENERAL PLAN AMENDMENT 15-05199 TO AMEND THE PROJECT AREA FROM R 20-000 TO 4-10,000 FROM THE CITY OF PERRIS GENERAL PLAN LAND USE ELEMENT, AND DEVELOPMENT PLAN REVIEW 125-00012 LOCATED WEST ALONG MURRIETA ROAD, EAST OF WILSON AVENUE, NORTH OF WATER AVENUE, AND SOUTH OF LISBON STREET, AND MAKING FINDINGS IN SUPPORT THEREOF

The First Reading of Ordinance Number 1334 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA APPROVING ZONE CHANGE 15-05198 AND PLANNED DEVELOPMENT OVERLAY ZONE 15-05197 TO REZONE 20 ACRES OF LAND FROM R-20,000 TO R-10,000 PDO SINGLE FAMILY RESIDENTIAL PLANNED DEVELOPMENT OVERLAY ZONE LOCATED WEST ALONG MURRIETA ROAD, EAST OF WILSON AVENUE, NORTH OF WATER

AVENUE, AND SOUTH OF LISBON STREET, AND MAKING FINDINGS IN SUPPORT THEREOF

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

**The Mayor opened the Public Hearing at 7:58 p.m. There was no Public Comment.**

**The Mayor closed the Public Hearing at 7:58 p.m.**

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Mark Yarbrough to Approve Resolution Number 5058 and Introduce the 1st Reading of Ordinance Number 1334 as presented.

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

NOES:

ABSENT:

ABSTAIN:

- C. Adopted Resolution Number 5059 and introduced the First Reading of Ordinance Number 1335 regarding General Plan Amendment 15-05207, Zone Change 15-05206, Tentative Parcel Map 37014 (Case 15-05205), and Development Plan Review 15-00014 for the development of a 202 unit multifamily apartment complex on 16.9 vacant acres in the between Barrett Avenue and Perris Boulevard, north of Orange Avenue, with a 3,979 s.f. recreation and leasing building and a variety of amenities within the MFR-14 (Multifamily) Residential Zone, located between Barrett Avenue and Perris Boulevard. (Applicant: Peter Kulmaticki, Perris Group).

Resolution Number 5059 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING MITIGATED NEGATIVE DECLARATION 2325 FOR GENERAL PLAN AMENDMENT 15-05207, TENTATIVE PARCEL MAP 37014, AND DEVELOPMENT PLAN REVIEW 15-00014 FOR THE DEVELOPMENT OF A 202-UNIT APARTMENT COMPLEX TO BE LOCATED NORTH OF ORANGE AVENUE, SOUTH OF PLACENTIA AVENUE, BETWEEN PERRIS BOULEVARD, AND BARRETT AVENUE.

The 1st Reading of Ordinance Number 1335 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA APPROVING A ZONE CHANGE 15-05206 TO REZONE A .92 ACRE PARCEL FROM CC-COMMUNITY COMMERCIAL TO MFR-14-MULTI-FAMILY RESIDENTIAL TO FACILITATE A 202-UNIT APARTMENT COMPLEX, LOCATED BETWEEN BARRETT AVENUE AND PERRIS BOULEVARD AND MITIGATED NEGATIVE DECLARATION 2325, AND MAKING FINDINGS IN SUPPORT THEREOF

**This item was presented by Associate Planner Sbardellati.**

**The Mayor opened the Public Hearing at 8:07 p.m.**

**The following person spoke at Public Comment:  
Peter Kulmaticki**

**Development Services Director Miramontes outlined staff's recommendation for the requested modification to Conditions of Approval #35 and Public Works Conditions of Approval #2A.**

**Staff recommended that the applicant/owner not be required to annex the Perris Blvd. frontage to the Landscape Maintenance District and be conditioned to re-landscape the frontage and maintain that area in the future.**

**Staff also recommended that the Barrett Ave. frontage be annexed into the Landscape Maintenance District and fees be assessed for the period of 1 year. During this time the applicant/owner is conditioned to maintain the frontage area on Barrett Ave. Upon successful maintenance of the area, no further fees will be levied upon the owner. The levied fees will remain in the assessment district in the event of failure to maintain the area.**

**The Mayor closed the Public Hearing at 8:10 p.m.**

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

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Mark Yarbrough to Approve Resolution Number 5059 and Introduce the 1st Reading of Ordinance Number 1335 as presented and deferring to Staff's recommendation regarding the maintenance of the frontage area on Barrett Ave. and Perris Blvd.

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

NOES:

ABSENT:

ABSTAIN:

10. BUSINESS ITEMS:

- A. Adopted Resolution Number 5060 concerning the renaming of the City Holiday occurring on the second Monday of October from Columbus Day to Indigenous Peoples' Day, as a day celebrating the history, culture, and governments of Indigenous Peoples.

Resolution Number 5060 is entitled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RENAMING THE CITY HOLIDAY OCCURRING ON THE SECOND MONDAY OF OCTOBER FROM COLUMBUS DAY TO INDIGENOUS PEOPLES' DAY AND RECOGNIZING INDIGENOUS PEOPLES' DAY AS A DAY TO CELEBRATE THE HISTORY, CULTURE, AND GOVERNMENTS OF INDIGENOUS PEOPLES.**

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

**The following Councilmember's spoke:**

**Yarbrough**

**Rogers**

**Rabb**

**Burke**

**Busch**

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Mark Yarbrough to Approve Resolution Number 5060 as presented.

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

NOES:

ABSENT:

ABSTAIN:

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

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

**Cindy Espinoza**

**Brent Neben**

**Sherry Kreissig**

**12. COUNCIL COMMUNICATIONS:**

**The following Councilmember's spoke:**

**Rabb**

**Yarbrough**

**Burke**

**Rogers**

**Busch**

**13. CITY MANAGER'S REPORT:**

**14. ADJOURNMENT:**

**There being no further business the Mayor adjourned the Regular City Council meeting at 8:49 p.m.**

**Respectfully Submitted,**

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**Nancy Salazar, City Clerk**

CITY COUNCIL  
AGENDA SUBMITTAL

**Meeting Date: November 29, 2016**

**SUBJECT:**                    **Development Plan Review 15-00012, Planned Development Overlay 15-05197, Zone Change 15-05198, General Plan Amendment 15-05199, and Tentative Tract Map 36797** - Proposal to subdivide an existing vacant 20 acre parcel into a 76-unit planned residential development, General Plan Amendment and Zone Change to change the land use designation from R-20,000 to R-10,000-PDO, located at the northwest corner of Murrieta Road and Water Avenue. Applicant: Tom Mungari, Nova Homes.

**REQUESTED ACTION:**                    **Adopt the Second Reading of Ordinance No. 1334** to approve Zone Change 15-05198 and Planned Development Overlay Zone 15-05197 to rezone 20 acres of land from R-20,000 to R-10,000-PDO Single Family Residential Planned Development Overlay Zone, located at the northwest corner of Murrieta Road and Water Avenue.

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

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**BACKGROUND/DISCUSSION:**

On October 25, 2016, the City Council voted unanimously (5-0) to approve Development Plan Review 15-00012, Planned Development Overlay 15-05197, Zone Change 15-05198, General Plan Amendment 15-05199, and Tentative Tract Map 36797 to develop a 76-unit gated planned residential development on a vacant 20-acre parcel. Planned Development Overlay 15-05197 and Zone Change 15-05198 would change the existing land use designation from R-20,000 to R-10,000/Planned Development Overlay.

On October 5, 2016, the Planning Commission unanimously (7-0) recommended approval of the proposed 76-unit planned residential development with conditions. The Planning Commission expressed concern about the community clubhouse being too small and recommended that the project eliminate one lot in order to increase the size of the clubhouse. The applicant had no objection to eliminating one lot and increasing the size of the clubhouse from 1,500 s.f. to 2,500 s.f. with a larger common open area.

Upon adoption, Ordinance 1334 (attached) will become effective 30 days thereafter.

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

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**Prepared by:**                    Diane Sbardellati, Associate Planner

**Deputy City Manager:**        Darren Madkin 

**City Attorney:**                N/A

**Consent Calendar:**            November 29, 2016

**Attachments:**                    1. Ordinance 1334: Zone Change 15-05198 & PDO 15-05197  
2. October 25, 2016 City Council Submittal with zoning exhibit

**ORDINANCE NUMBER 1334**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA APPROVING ZONE CHANGE 15-05198 AND PLANNED DEVELOPMENT OVERLAY ZONE 15-05197 TO REZONE 20 ACRES OF LAND FROM R-20,000 TO R-10,000-PDO SINGLE FAMILY RESIDENTIAL PLANNED DEVELOPMENT OVERLAY ZONE LOCATED WEST ALONG MURRIETA ROAD, EAST OF WILSON AVENUE, NORTH OF WATER AVENUE, AND SOUTH OF LISBON STREET, AND MAKING FINDINGS IN SUPPORT THEREOF.**

**WHEREAS**, the applicant filed Zone Change 15-05198 and Planned Development Overlay 15-05197 to re-zone the project area from R-20,000 to R-10,000/PDO located west of Murrieta Road, east of Wilson Avenue, north of Water Avenue and south Lisbon Street; and

**WHEREAS**, on October 5, 2016, the Planning Commission conducted a duly noticed public hearing on the Zone Change and at the meeting recommended approval of the PDO after considering public testimony and materials in the staff report and accompanying documents; and

**WHEREAS**, on October 25, 2016, the City Council conducted a duly noticed public hearing on the project, at which time all interested persons were given full opportunity to be heard to present evidence; and

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

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

**NOW, THEREFORE**, City Council of the City of Perris hereby ordains as follows:

**Section 1.** The above recitals are all true and correct and are incorporated herein as if set forth in full.

**Section 2.** City Council Resolution No. \_\_ reviewed and considered the environmental documentation for the project prior to taking action on the applications. Based on the analysis contained in the Initial Study and accompanying environmental information, the City Council finds that:

- A. No potentially significant environmental impacts were identified and a Mitigated Negative Declaration (2323) has been prepared.
- B. The City has complied with the California Environmental Quality Act (CEQA).
- C. Determinations of the City Council reflect the independent judgment of the City.

**Section 3.** The City Council further finds, based upon the information contained within the staff report and accompanying attachments, as well as all oral and written testimony made at the public hearing, with respect to the Perris Estates PDO, the following regarding Zone Change 15-05198:

- A. The proposed project is consistent with the goals and policies of the Land Use Element of the General Plan, whereas the proposed change in land use designation is compatible with the surrounding area (Goal 1) and adjoining land uses to develop a community identity (Goal 3).
- B. The proposed project is compatible with the existing dominant land uses in the project area and in the surrounding properties, whereas the adjoining land uses are currently designated R-10,000 and R-6,000 to the south, and existing single family neighborhood to the east and west.
- C. The proposed project is a logical extension of the existing zoning pattern to the south, whereas the abutting property to the east and west is designated residential.

**Section 4.** The City Council further finds, based upon the information contained within the staff report and accompanying attachments, as well as all oral and written testimony made at the public hearing, with respect to the Perris Estates PDO, the following regarding Planned Development Overlay 15-05197:

- A. The proposed project is well designed and will create a superior environment than could otherwise be achieved by strict application of the underlying conventional zone.
- B. The project incorporates appropriate amenities necessary to create and maintain a desirable environment for residents (e.g., recreation buildings or facilities, guest parking, common area landscaping, enhanced architectural standards, etc.).
- C. The proposed planned development is harmonious with surrounding development and does not create internal incompatibilities do to improper design, allowed land uses, or density/intensity of development.

- D. The proposed circulation system is adequate to carry the anticipated traffic volume.
- E. The existing or proposed public infrastructure is suitable to meet the needs of the planned development, and does not create capacity issues in other areas of the community.

**Section 4.** The City Council hereby approves Zone Change 15-05198 and Planned Development Overlay 15-05197 to change approximately 20 acres from R-20,000 to R-10,000/PDO to enable the Perris Estates PDO.

**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 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 \_\_\_\_\_ day of \_\_\_\_\_, 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 \_\_\_\_ day of \_\_\_\_\_ 2016, by the following called vote:

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

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

**Attachment:** Zone Change

# Proposed Zoning Map



CITY COUNCIL  
AGENDA SUBMITTAL

Meeting Date: October 25, 2016

**SUBJECT:** Development Plan Review 15-00012, Planned Development Overlay 15-05197, Zone Change 15-05198, General Plan Amendment 15-05199, and Tentative Tract Map 36797 - Proposal to subdivide an existing vacant 20 acre parcel into a 76-unit planned residential development, General Plan Amendment and Zone Change to change the land use designation from R-20,000 to R-10,000-PDO, located at the northwest corner of Murrieta Road and Water Avenue. Applicant: Tom Mungari, Nova Homes.

**REQUESTED ACTION:**

**ADOPT Resolution No. (*Next in order*)** approving Development Plan Review 15-00012, General Plan Amendment 15-05199 and Tentative Tract Map 36797, subject to the information contained in the staff report and conditions of approval, and making findings in support thereof.

**Introduce First Reading of Ordinance No. (*next in order*)** to approve Zone Change 15-05198 and Planned Development Overlay Zone 15-05197 to rezone 20 acres of land from R-20,000 to R-10,000-PDO Single Family Residential Planned Development Overlay Zone, located at the northwest corner of Murrieta Road and Water Avenue.

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

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**BACKGROUND/DISCUSSION:**

On October 5, 2016, the Planning Commission unanimously (7-0) recommended approval of the proposed 76-unit planned residential development with conditions. The Planning Commission expressed concern about the community club house being too small for a community of this size and recommended that the project eliminate one lot in order to increase the size of the club house. The project originally proposed 77 residential lots. The applicant had no objection to eliminating one lot and increased the size of the club house from 1,500 s.f. to 2,500 s.f. The site plan has been revised to show a total of 76 residential lots and a larger common open space lot with a larger club house.

This project proposes to subdivide an existing undeveloped 20 acre area into a 76-unit gated planned residential development. The project is proposing to change the existing general plan and zoning designation from R-20,000 to R-10,000. Due to density constraints in that the site is located within Zones B2 and C1 of the March ARB Land Use Compatibility Plan, the project proposes a density compatible with the R-10,000 Zone which yields a much lesser density than an R-6000 Zone. However, the applicant is proposing to include a Planning Development (PD) Overlay zone with R-6,000 development standards in order to allow flexibility in the site design. The PD overlay zone allows flexibility in development criteria that are traditionally prohibited by conventional zoning.

The Tentative Tract Map 36797 is proposed with a minimum lot size of 6,000 square feet, a maximum lot size of 9,054 square feet, and an average lot size of 6,260 square feet. The single family units will be detached and each unit will include a 2 to 3-car garage and an enclosed private yard. There will be 4 product type plans, each with 3 building elevations featuring Spanish, Tuscan, Santa Barbara and Craftsmen themes. The project includes a recreational facility designated as Lot AA within the center of the project site providing access for all community residents. Recreational amenities consist of a tot lot, shade structure with barbecues and seating, club house with gathering area equipped with full kitchen, exercise room and a swimming pool and spa.

On June 14, 2016, the City Council overruled the Riverside County Airport Land Use Commission's (ALUC) decision of inconsistency for the project. Staff is recommending that the City Council approve the proposed project, as recommended and conditioned by the Planning Commission. A mitigated negative declaration 2323 has been prepared for this project.

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

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Prepared by: Ilene Lundfelt, Associate Planner  
Reviewed by: Clara Miramontes, Director of Development Services

Assistant Director of Finance: Jennifer Edwin

City Attorney: N/A

**Public Hearing:** **October 25, 2016**

Attachments:

1. Resolution – DPR 15-0001, GPA 15-05199 and TTM 36797
2. First Reading of Ordinance - Zone Change 15-05198 and PDO 15-05197
3. Conditions of approval
4. Revised Site Plan and Elevations
5. October 5, 2016 Planning Commission Submittal and Staff Report
6. Mitigated Negative Declaration

CITY COUNCIL  
AGENDA SUBMITTAL

**Meeting Date: November 29, 2016**

**SUBJECT:**                   **General Plan Amendment 15-05207, Zone Change 15-05206, Tentative Parcel Map 37014 (Case 15-05205), and Development Plan Review 15-00014** for the development of a 202-unit multifamily apartment complex on 16.9 vacant acres in the between Barrett Avenue and Perris Boulevard, north of Orange Avenue, with a 3,979 s.f. recreation and leasing building and a variety of amenities within the MFR-14 (Multifamily) Residential Zone, located between Barrett Avenue and Perris Boulevard. Applicant: Peter Kulmaticki, Perris Group

**REQUESTED ACTION:**                   **Adopt the Second Reading of Ordinance No. 1335** to approve Zone Change 15-05206 to change the zoning designation of one .92 acre parcel from CC-Community Commercial to MFR-14 (Multi-Family Residential).

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

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**BACKGROUND/DISCUSSION:**

On October 25, 2016, the City Council, at a regularly scheduled hearing, approved General Plan Amendment 15-05207, Tentative Parcel Map 37014 (Case 15-05205), Development Plan Review 15-00014 and the First Reading of Zone Change 15-05206 for the development of a 202-unit multifamily apartment complex on 16.9 undeveloped acres between Barrett Avenue and Perris Boulevard, north of Orange Avenue.

On October 5, 2016, the Planning Commission recommended approval to the City Council of a proposed 202-unit multifamily apartment complex with 3,979 s.f. recreation/leasing building and resident amenities. A GPA and Zone Change were required to change the land use of one .92 acre parcel near Perris Blvd. from CC to MFR-14 for consistency.

Upon adoption, Ordinance Amendment 1335 (attached) will be effective 30 days thereafter.

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

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**Prepared by:**                   Diane Sbardellati, Associate Planner

**City Attorney:**                   N/A

**Deputy City Manager:**           Darren Madkin 

**Consent Calendar:**           **November 29, 2016**

**Attachments:**                   1. Ordinance 1335 with Zoning Exhibit  
2. City Council Submittal dated October 25, 2016 for First Reading of Ordinance

**ORDINANCE NUMBER 1335**

***AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING A ZONE CHANGE 15-05206 TO REZONE A .92 ACRE PARCEL FROM CC-COMMUNITY COMMERCIAL TO MFR-14 – MULTI-FAMILY RESIDENTIAL TO FACILITATE A 202-UNIT APARTMENT COMPLEX, LOCATED BETWEEN BARRETT AVENUE AND PERRIS BOULEVARED AND MITIGATED NEGATIVE DECLARATION 2325, AND MAKING FINDINGS IN SUPPORT THEREOF.***

***WHEREAS***, the City of Perris received an application for a Zone Change ZC 15-05206 for the development of a 202-unit multifamily apartment complex to be located north of Orange Avenue, South of Placentia Avenue, between Perris Blvd. and Barrett Avenue; and

***WHEREAS***, the proposed location of the 202-unit apartment complex is in accordance with the objectives of the Zoning Ordinance and the purpose of the MFR-14 (Multifamily) zoning district; and

***WHEREAS***, the project is located on a 16.9 acre undeveloped site surrounded by residential, commercial and industrial development to the east, north, and south, with an approved vested specific plan to the west; and

***WHEREAS***, the proposed project is located in the March Air Reserve Base Compatibility Zone C2, and was subject to ALUC review because, at the time, the City's General Plan has not been determined to be fully consistent with the Airport Land Use Compatibility Plan ("ALUCP") adopted in 2014 by the Riverside County Airport Land Use Commission ("ALUC") for the March Air Reserve Base ("March ARB"); and

***WHEREAS***, at the scheduled hearing on March 10, 2016, ALUC found proposed Development Plan Review 15-00014, General Plan Amendment 15-05207, and Tentative Parcel Map 37014 to be inconsistent with the 2014 March Air Reserve Base Airport Land Use Compatibility Plan ("ALUCP"), based on the applicant's proposed density of 13.49 units per acre, which exceeded the allowable density of six dwelling units per acre in Compatibility Zone C2, and the maximum permissible infill density of 12 dwelling units per acre under Infill Policy 3.3.1 of the Countywide Policy Document; and

***WHEREAS***, the project was reduced to a density of 12 dwelling units per acre to comply with the Infill provision of the March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan (Section 3.3.1); and

**WHEREAS**, a public hearing was held on August 30, 2016, at which time all interested persons were given full opportunity to be heard and to present evidence; and the City Council voted unanimously to overrule ALUC's determination of inconsistency due to the proposed project's allowable density of 12 dwelling units per acre under Infill Policy 3.3.1 of the Countywide Policy Document; and

**WHEREAS**, a Planning Commission hearing was held on October 5, 2016, at which time all interested persons were given full opportunity to be heard and to present evidence; and

**WHEREAS**, at the scheduled hearing on October 5, 2016, the Planning Commission recommended approval of Development Plan Review 15-00014, General Plan Amendment 15-05207, Zone Change 15-05206, and Tentative Parcel Map 37014 to the City Council by a vote of 7-0-0-0; and

**WHEREAS**, Development Plan Review 15-00014, General Plan Amendment 15-05207, Zone Change 15-05206, and Tentative Parcel Map 37014 have been duly noticed; and

**WHEREAS**, a City Council hearing was held on October 25, 2016, at which time all interested persons were given full opportunity to be heard and to present evidence; and

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

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

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

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

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

**Section 4.** The City Council hereby approves Zone Change 15-05206 based on the information and findings presented in the staff report.

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

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

***ADOPTED, SIGNED, and APPROVED*** this 25<sup>th</sup> day of October 2016.

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

ATTEST:

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

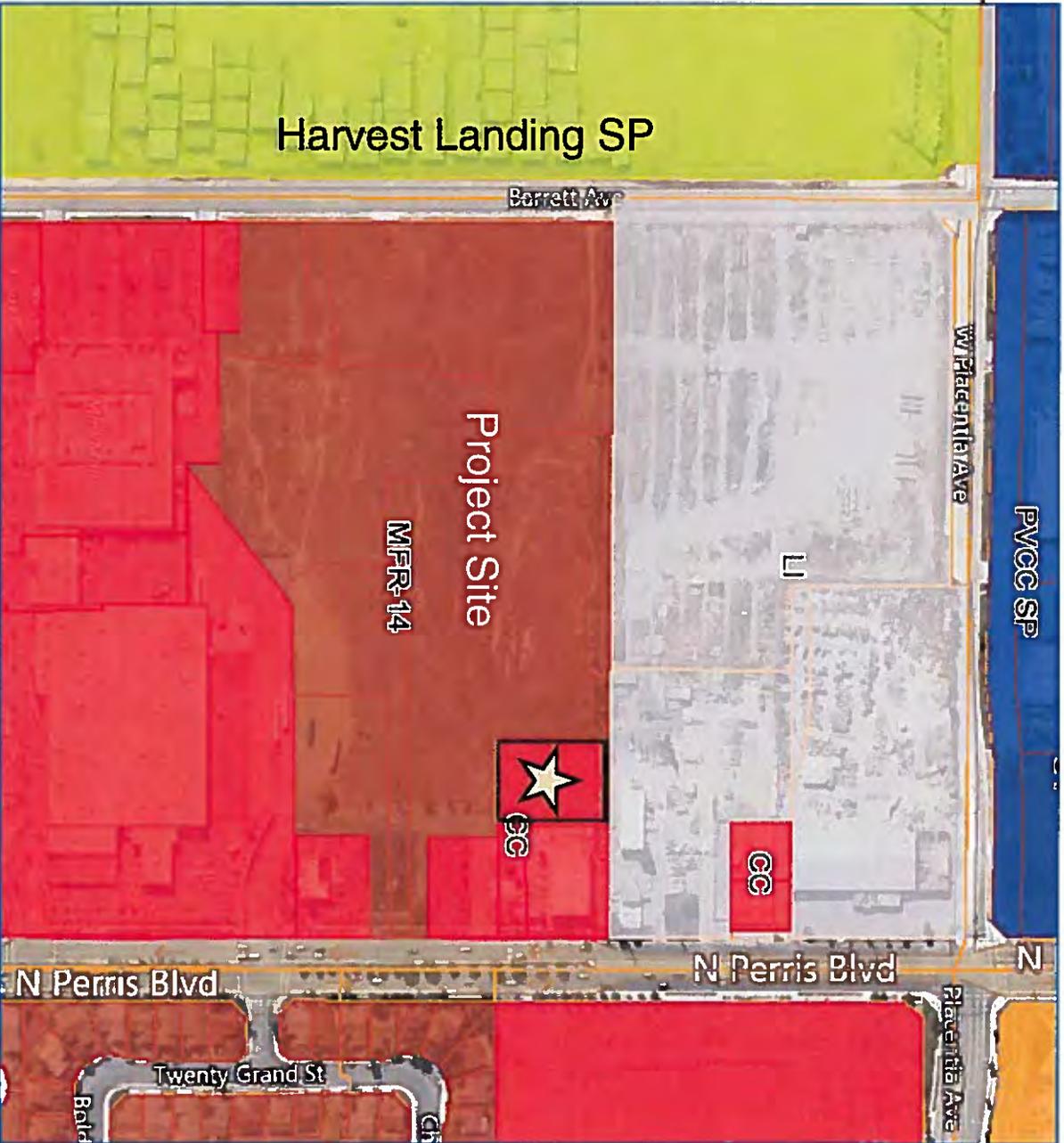
STATE OF CALIFORNIA    )  
COUNTY OF RIVERSIDE   ) §  
CITY OF PERRIS            )

I, Nancy Salazar, City Clerk of the City of Perris, do hereby certify that the foregoing Resolution No. \_\_\_\_\_ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 25<sup>th</sup> day of October 2016, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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

# Zoning



CITY COUNCIL  
AGENDA SUBMITTAL

**Meeting Date: October 25, 2016**

**SUBJECT:**           **General Plan Amendment 15-05207, Zone Change 15-05206, Tentative Parcel Map 37014 (Case 15-05205), and Development Plan Review 15-00014** for the development of a 202-unit multifamily apartment complex on 16.9 vacant acres in the between Barrett Avenue and Perris Boulevard, north of Orange Avenue, with a 3,979 s.f. recreation and leasing building and a variety of amenities within the MFR-14 (Multifamily) Residential Zone, located between Barrett Avenue and Perris Boulevard. Applicant: Peter Kulmaticki, Perris Group

**REQUESTED ACTION:**           **Approve Resolution No. (next in order) approving General Plan Amendment 15-05207, Tentative Parcel Map 15-05205, and Development Plan Review 15-00014 to the City Council, based on the findings and subject to the Conditions of Approval, and Mitigated Negative Declaration 2325.**

**Introduce First Reading of Ordinance No. (next in order) to approve Zone Change 15-05206 to change the land use of a .92 acre parcel from CC – Community Commercial to MFR-14 – Multi-Family Residential, located between Barrett Avenue and Perris Boulevard.**

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

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**BACKGROUND/DISCUSSION:**

On October 5, 2016, the Planning Commission, at a regularly scheduled hearing, recommended approval to the City Council of a proposed 202-unit multifamily apartment complex on 16.9 undeveloped acres, with a 3,979 s.f. recreation/leasing building and resident amenities. A GPA and Zone Change are required to change the land use of a .92 acre parcel from CC to MFR-14 for consistency, and Tentative Parcel Map 37014 will reconfigure seven lots into two parcels to separate existing commercial uses along Perris Blvd from the proposed apartment complex.

At the Planning Commission hearing, the applicant requested a modification of conditions to not require annexation into the City's landscape maintenance district for off-site landscape areas in lieu of allowing the applicant to maintain these areas themselves. It is City policy that all off-site landscaping be annexed into the City's LMD to ensure long term maintenance. In the past, maintenance has become a problem when there is a change in ownership or management and new management fails to adequately maintain off-site landscaping, thereby becoming a nuisance. All recent developments have been required to annex into an LMD. The Planning Commission made no changes to the conditions.

The project will provide market-rate apartments accessible to shopping and public transit. Access will be provided from Barrett Avenue and Perris Boulevard. The apartments will have frontage on Barrett Avenue and be set behind the commercial buildings on Perris Boulevard. Primary access from Perris Boulevard will be provided from Gallant Fox Street, a signalized intersection with a shared entrance to the Spectrum Center. The applicant has worked closely with staff to enhance the architecture and site design, and staff recommends approval of the project, as conditioned.

On August 30, 2016, the City Council overruled the ALUC determination and allowed the project to proceed in accordance with the infill provision, thereby requiring a reduction in unit count from 228 to 202 units. A Mitigated Negative Declaration has been prepared. Staff is recommending that the City Council approve this project, as recommended by the Planning Commission, with the attached conditions.

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

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**PREPARED BY:** Diane Sbardellati, Associate Planner

**City Attorney:** N/A

**Assistance Director of Finance:** Jennifer Erwin

**Public Hearing:** **October 25, 2016**

**Attachments:**

1. Resolution – GPA 15-0527, TPM 37014 and DPR 15-00014
2. First Reading of Ordinance – ZC 15-05206
3. Conditions of Approval
4. Site Plan and Elevations
5. Oct. 5, 2016 Planning Commission Submittal and Staff Report
6. Mitigated Negative Declaration

**PERRIS COMMUNITY ECONOMIC DEVELOPMENT CORPORATION  
AGENDA SUBMITTAL  
November 29, 2016**

**SUBJECT:** Authorize completion of Façade Improvements and award contract to Tri-R Gen. Contractors, Inc. for Ferrell Gas, 801 S. D Street.

**REQUESTED ACTION:** The Board of Directors: 1) 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 subject façade improvement project began as a “Perris Proud Week” project. Awnings and landscaping were able to be completed within the Perris Proud timeframe. However, other improvements such as replacing broken windows and doors, concrete work, general cleanup etc. were unable to be completed. It is important to complete these improvements prior to what may be a rainy winter season.

**BUDGET (or FISCAL) IMPACT:**

Project budget to be \$15,000 plus a 20% contingency. Downtown Commercial Façade Improvements are a budgeted expense in the Perris CEDC budget.

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Reviewed by:   
Finance Director:  
Attachments:  
Consent: XXX

PERRIS COMMUNITY ECONOMIC DEVELOPMENT CORPORATION  
AGENDA SUBMITTAL  
November 29, 2016

**SUBJECT:** Award of Bid to Larry Ogilvie Construction for facade improvements at 394 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 November 3, 2016.

**Bid invitations on Active Bidder:**

- Tri-R Gen. Contractors, Inc. – Perris
- New Millennium Construction – Chino Hills
- Larry Ogilvie Construction – Riverside

Bids from a total of 2 bidders were opened on November 14, 2016; the results are shown in the bid summary below.

- Tri-R Gen. Contractors, Inc. – \$72,360
- New Millennium Construction – No Bid
- Larry Ogilvie Construction – \$69,920

**BUDGET (or FISCAL) IMPACT:**

Project budget to be \$69,920 plus a 20% contingency. Downtown Commercial Façade Improvements are a budgeted expense in the Perris CEDC budget.

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Reviewed by:   
Finance Director:  
Attachments: Invitation to Bid, Bid Listing, Bid Results.  
Consent: XXX



# City of Perris Community Economic Development Corporation

## **Invitation to Bid**

DATE: November 3, 2016  
FROM: Dawn Fiscus, Project Manager  
REFERENCE: Commercial Façade Improvement Project  
SITE ADDRESS: 394 E. 4<sup>th</sup> Street, Perris, CA 92570  
DUE DATE: **November 14, 2016 - BEFORE 11:00 A.M.**

---

Dear Contractor:

You are invited to submit a proposal for the Commercial Façade Improvement 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, Worker's 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 scheduled for November 8, 2016, at 9:00 a.m. The last day to submit for technical inquiries shall be no later than 12:00 p.m. on November 10, 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 (CMC), 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 wages 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 lump sum dollar amount for each construction work line item; contractor is not allowed to deviate from the written work description. If at any time the property owner or contractor has any questions regarding this bid, call the Perris Community Economic Development Corporation staff person in charge of the project.

*Start Date:* December 1, 2016

*Proposed Completion:* March 31, 2017

*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) 943-5003, extension: 285. Thank you, the City of Perris Community Economic Development Corporation.*

BID / 384 E. 4TH STREET

BID ID: 56103060576014C74E3D4181

OVERVIEW PROJECTS / SPECIFICATIONS BID DOCS BID REQUIREMENTS PREFERENCE REGISTERED BIDDERS QMA ACCESS LIST PUBLISH BID

INVITE ONLY LIST

FILTER RESET FILTER Results: 3

Name	Address	City	State	Company	Email
 Ogilvie, Larry	4195 Central Ave.	Riverside	CA	Larry Ogilvie Construction	1dovetail@at.net
 Ruiz, Raul	22175 Fisher St	Perris	CA	Ti-R Gen Contractors Inc	tycmail@aol.com
 Kemble, Leo	4158 Lugo Ave	Chino Hills	CA	New Millennium Construction Services	newmillenniumconstruction@yahoo

REMOVE SELECTED

5b4bae53d7b059e9fa559f8b

561ae7bb76059e9fa559f8b

5602dce5b76059e9fa559f8b

3 JUN 10 11:00

10/28/2015 09:43

09/23/2015 15:32

UU:UU

11/18/2015 17:00

10/26/2015 14:00

Request for Proposals for Grant Writing Services

Triple Crown Residential Tract Walls Project



ONE-CLICK REPORTS

SUMMARY REPORT

BIDDER SUBMISSIONS

Name	Company	Address	City	State	Email	Phone	Amount	Status	Actions	Email
Ogilvie, Larry	Larry Ogilvie Construction	4185 Central Ave.,	Riverside	CA	ldovetail@att.net	(951) 840-7462	\$69,920			ldovetail@att.net
Ruliz, Raul	Tri-R Gen Contractors Inc	22175 Fisher St	Peiris	CA	trgcmal@aol.com	951-657-1129	\$72,360			trgcmal@aol.com

EXPORT SELECTED TOGGLE NON-RESPONSIVE TOGGLE LOW BIDDER TOGGLE AWARDED

Email  
 ldovetail@att.net  
 trgcmal@aol.com  
 newmillenniumconstruction

56408853070559e9a559d0b

561ee7bb76059e9a559d66

5602dce5b76059e9a559d0b

Request for Proposals for Grant Writing Services

Triple Crown Residential Tract Walks Project

P8-1241

\$30,000

10/28/2015 09:43

09/23/2015 15:32

00:00

11/18/2015 17:00

10/26/2015 14:00



CITY COUNCIL  
AGENDA SUBMITTAL

Meeting Date: November 29, 2016

**SUBJECT:** Extension of Time No. 16-05210 for Tentative Tract Map 34260, located on the north side of Flame Avenue approximately 250-feet west of Redlands Ave. Applicant: Dave Jeffers.

**REQUESTED ACTION:** APPROVE a (1) year Extension of Time (EOT 16-05210) for Tract Map 34260, until October 28, 2017, to subdivide 3.06 vacant acres in the MFR-14 Zone into 22 residential lots for single family residential development.

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

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**BACKGROUND/DISCUSSION:**

On October 28, 2014, the City Council approved Tentative Tract Map 34260 (12-02-0019) to subdivide 3.06 vacant acres in the MFR-14 Zone into 22 residential lots for single family residential development located on the north side of Flame Avenue approximately 250-feet west of Redlands Ave. (APN: 310-021-010). The average lot size is 4,456 square feet.

The final map for Tentative Tract Map 34260 has not been submitted for processing. The applicant is requesting an Extension of Time for a period of one year, extending the expiration of Tentative Tract Map 34260 to October 28, 2017. The Map is eligible for (4) additional one year extensions. If the subject map is not recorded or has not applied for an extension prior to the new expiration date, a new Tentative Tract Map application must be filed and approved by the City Council in addition to payment of the appropriate filing fees.

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

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**PREPARED BY:** Brian Mihu, Development Services Assistant *B.M*

City Attorney: *N/A*

Assistant Finance Director: Jennifer Erwin *by DM*

**Attachments:** Tentative Tract Map 34260, Planning and Engineering Conditions of Approval

**Consent:** November 29, 2016



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

**FINAL CONDITIONS OF APPROVAL**

**TENTATIVE TRACT MAP 34260**

Revised Tentative Tract Map 34260 (12-02-0019)

October 28, 2014

**PROJECT:** Proposal to amend a previously approved Tentative Tract Map 34260 to increase the number of lots from 15 to 22 lots to be more in line with the adjacent developments and allowable density; and Variance to allow up to a 22% reduction in minimum lot frontage for three (3) knuckle lots on a 3-acre parcel located on the north side of Flame Avenue approximately 250-feet west of Redlands Avenue. **Applicant:** Dave Jeffers, PRSRNG 15, LLC.

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1. **Approval Period.** In accordance with the Subdivision Map Act, the recordation of the final map shall occur within two (2) years from the approval date unless an extension is granted. The applicant may apply for a maximum of five (5) one-year extensions, to permit additional time to record the final map. A written request for extension shall be submitted to the Planning Division at least thirty (30) days prior to the expiration of Tentative Map approval.
2. **Final Map Submittal.** A final map application shall be submitted to the Planning Division with payment of appropriate fees for review and approval concurrently with application to the City Engineer.
3. **City Codes.** The project shall comply with all disabled access requirements of the American with Disabilities Act and title 24 of the State Code, and all local requirements of the City of Perris Municipal Code Titles 18 and 19, including MFR-14 zoning development standards. Development of the premises, building elevations, colors and materials shall be subject to a subsequent Administrative Development Review.
4. **Administrative Development Plan Review.** Homes for Tentative Tract Map 34260 will be subject to review and approval of the Planning Division through the Administrative Development Plan Review process and presented before the Planning Commission as a consent calendar item for informational purposes prior to final approval. The three Variance lots (*i.e. lots 6, 7 & 8*) in particular will be subject to an increase front yard setback of 20-feet instead of the minimum 15-feet. Also, all garage doors will need to include decorative glass window and architectural enhancement trims over the garage doors to dress the elevation appearance.
5. **City Engineer.** The proposed project shall adhere to the requirements of the City Engineer as indicated in the Conditions of Approval dated July 16, 2014.

6. **Building Official/Fire Marshal.** The proposed project shall adhere to all requirements of the Building Official/Fire Marshal. Fire hydrants shall be located on the project site pursuant to the Building Official. Water, gas, sewer, electrical transformers, power vaults and separate fire/water supply lines (if applicable) must be shown on the final set of construction plans pursuant to the requirements of the Building Official.
7. **Southern California Edison.** Prior to issuance of building permits, the applicant shall contact the area service planner (951 928-8323, Art Alvarado) for Southern California Edison (SCE) to complete the required forms prior to commencement of construction.
8. **Mitigation Monitoring Program.** The proposed project shall comply with all provisions of the adopted project Mitigation Monitoring Program.
9. **School District.** The proposed project shall adhere to the standard requirements and mitigation fees established by the Val Verde School District.
10. **ADA Compliance.** The project shall conform to all disabled access requirements in accordance with the State of California Title 24, and Federal Americans with Act (ADA).
11. **Residential Use and Development Restrictions.** Any use, activity, and/or development occurring on the site without appropriate city approvals shall constitute a code violation and shall be treated as such. Placement of any construction trailer or sales office shall require separate review and approval by the City. Development of the premises, building elevations, colors and materials shall conform substantially to the approved set of plans, or as amended by these conditions. Any deviation shall require the appropriate Planning Division review and approval.
12. **Compatibility with March Air Reserve Base (March ARB).** The project is located in March ARB Airport Influence Zone II and shall, therefore, comply with the following measures:
  - a. The project shall provide an executed avigation easement to the March Joint Powers Authority as a condition of project approval. Avigation easement forms are available on the March Joint Powers Website, [www.marchjpa.com](http://www.marchjpa.com). Instructions for the submittal of an executed easement are available on the website.
  - b. Any model home complex used in conjunction with the sale of homes shall prominently identify the location of the March Air Reserve Base on an aerial photo clearly visible to prospective buyers within the model home complex sales office. The model home complex shall also display a "Notice of Airport in Vicinity" disclosure in an area clearly visible and in a manner that is clearly legible to prospective buyers.

*NOTICE OF AIRPORT IN VICINTIY*

*"This property is presently located in the vicinity of an airport, within what is*

*known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyance, if any are associated with the property before you complete your purchase and determine whether they are acceptable to you”.*

- c. Buyers shall also be provided the “Notice of Airport in Vicinity” disclosure at the time of closing for the purchase of a home or residential lot.
  - e. Upgraded Sound Insulation. The applicant shall offer an optional sound insulation package (e.g., upgraded doors, windows, insulation, baffles, etc.) for homebuyers who have considered potential noise impacts from March ARB and future traffic, and wish to purchase additional sound attenuation materials. The upgraded sound insulation package is voluntary and any costs shall be borne by the purchaser. Each optional measure shall be in addition to any sound mitigation measures otherwise required to meet City of Perris standards for residential land use.
  - f. Prohibited Uses:
    - 1. Any use which would direct a steady light or flashing light of red, white, green or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following take off or toward an aircraft engaged in a straight final approach toward a landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator.
    - 2. Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft engaged in a straight final approach towards a landing at an airport.
    - 3. Any use which would generate excessive smoke or water vapor, attract large concentrations of birds, or otherwise affect safe air navigation in the area.
    - 4. Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.
    - 5. Any use involving the storage of dangerous quantities of explosives or hazardous materials.
    - 6. Any obstruction of the Federal Aviation Regulations, Part 77 Conical Surface.
13. **Disclosure Statements – Dam Inundation Area and March Air Reserve Base.** Developer shall record a disclosure and provide a disclosure to the purchaser of each unit

regarding the project's location in a dam inundation area, and regarding potential noise impacts from March Air Reserve Base and the aviation easement granted to the City of Perris and to the March Air Reserve Base. Each disclosure shall be recorded prior to prior to Final Map.

14. **Required Approvals.** Prior to recordation of the Final Map, the developer shall obtain the following clearances or approvals:
  - a. Verification from the Planning Division that all pertinent conditions of approval have been met, including any Administrative Development Plan Review approvals, as mandated by the Perris Municipal Code;
  - b. Planning Commission approval of all proposed street names; and,
  - c. Any other required approval from an outside agency.
- ~~15. **Plans and CC&Rs.** Prior to recordation of the Final Map, the developer shall submit and obtain approvals on the following items:~~
  - ~~a. Public improvement plans to the City Engineer. These plans shall include but not be limited to street, drainage, utility improvements, and dedications in accordance with Municipal Code Title 18.~~
  - ~~b. Any Covenants, Conditions, and Restrictions (CC&Rs) to the Planning Division and the City Attorney's office. Approved CC&Rs shall be recorded with the final map.~~
  - ~~c. Grading plans to the City Engineer, demonstrating compliance with National Pollution Discharge Elimination System requirements. The plans shall include a Storm Water Pollution Prevention Plan detailing water quality management controls and identifying Best Management Practices (BMPs) to control pollutant runoff. The applicant shall identify measures specified in Supplement A of the Riverside County Drainage Area Management Plans New Development Guidelines or other equally effective standard for implementing project BMPs, assignment of long term maintenance responsibilities (specifying the developer, parcel owner, lessee, etc.) and shall reference the location(s) of structural BMPs.~~
16. **Water Resources Control Board.** Prior to issuance of Building Permits, the applicant shall submit a copy of the State Water Resources Control Board permit letter with the WDID number.
17. **Landscaping.** Prior to issuance of building permits, the developer shall submit three (3) copies of construction level Landscape and Irrigation Plans to the Planning Division, accompanied by the appropriate filing fee. The plans shall be prepared by a registered landscape architect and include the location, number, genus species, and container size of the plants. Plants shall be consistent with Section 19.70 of the Perris Municipal Code. The cover page shall identify the total square footage of the landscaped area and note that

it shall be maintained in accordance with Section 19.70 of the City Code. Use of water efficient fixtures and drought tolerant plants is encouraged. Additional landscape requirements include that front-yard landscaping and irrigation shall be provided for all lots, and landscaping, irrigation, and street trees along all arterial and collector road abutting the project. All slopes greater than two (2) feet in height shall be landscaped and irrigated. The landscaping shall be consistent with the conceptual landscape plan. The following shall apply:

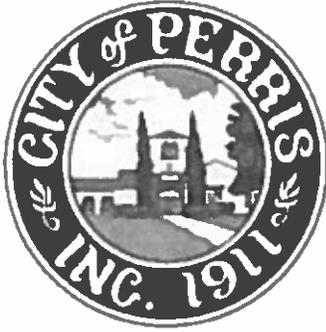
- a. **BMPs for Water Quality.** All BMPs (vegetated swales, detention basins, etc.) shall be indicated on the landscape plans with appropriate planting and irrigation (except of detention basins).
  - b. **Water Conservation.** Landscaping must comply with AB 325 for water conservation. See Chapter 19.70 (cityofperris.org) for water conservation calculations (MAWA).
  - c. **Maintenance.** All required landscaping shall be maintained in a viable growth condition.
  - d. **Irrigation Rain Sensors.** Rain sensing override devices shall be required on all irrigation systems (PMC 19.70.040.D.16.b) for water conservation. Soil moisture sensors are required.
  - e. **Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for final landscape inspection after all the landscaping and irrigation have been installed and is completely operational. Before calling for final inspections a "Certificate of Compliance" form shall completed and signed by the designer/auditor responsible for the project, and this form must be submitted to the project planner. The project planner will need to sign off on the "Certificate of Compliance" to signify code compliance.
18. **Walls and Fences.** Prior to issuance of building permits, the developer shall submit and obtain approval from the Planning Division of a block wall/vinyl fence plan. At a minimum, this plan shall include the following items:
- a. A six-foot high slump stone/split face block wall with pilaster columns spaced approximately every 50-feet along Orange Avenue.
  - b. A six-foot tall concrete block wall shall be provided along the interior east property line.
  - c. The detention basin lots shall be screened by landscaping, trees and a low wall with wrought iron above to secure the facility.
  - d. Six-foot high, u.v. protected vinyl fence on side and rear property lines interior to the project. Split-face block walls shall be used for all returns between residences and along all side yards adjacent to a street.
19. **Graffiti.** Graffiti located on site shall be removed within 72 hours. The site shall be maintained in a graffiti-free state at all times.
20. **Utilities.** All utilities such as cable TV and electrical distribution lines (including those which provide direct service to the project site and/or currently exist along public right-

of-ways) adjacent to the site shall be placed underground, except for electrical utility lines rated at 65kv or larger. All utility facilities attached to buildings, including meters and utility boxes, shall be painted to match the wall of the building to which they are affixed. These facilities shall also be screened from the public right-of-way by landscaping.

21. **Spark Arresters.** All spark arresters in the proposed tract shall be screened by sheet metal enclosures, or other material acceptable to the Building Official, and painted according to the approved paint palette.
22. **Energy Conservation.** To improve local air quality, the applicant is encouraged to incorporate any or all of the following energy-conservation features into the project:
  - Low NO<sub>x</sub> water heaters per specifications in the Air Quality Attainment Plan;
  - Heat transfer modules in furnaces;
  - Light colored water-based paint and roofing materials;
  - Passive solar cooling/heating; and,
  - Energy efficient appliances and lighting.
23. **Tract Identification.** The developer shall provide community entry statements, including theme walls, monumentation and enhance landscaping at each entrance to the tract. Theme walls and monuments shall not occur within the public right-of-way. The design of entry statements shall be subject to the review and approval of the Planning Division.
24. **Unit Identification.** Each unit in the tract shall include a lighted address fixture. This fixture shall allow for replacement of the bulbs, and shall be reviewed and approved by the Planning Division.
25. **Assessment Districts.** The project shall be annexed into any assessment, community facilities, or similar district that provides funding for maintenance, services, or public improvements that benefit the project. The costs and benefits shall be described in the applicable district and annexation documents. The Developer shall complete all actions required to complete such annexation prior to the issuance of a certificate of occupancy. This condition shall apply only to districts existing at the time the Conditional Use Permit is approved. Such districts may include but are not limited to the following:
  - a. Landscape Maintenance District No. 1;
  - b. Flood Control Maintenance District No. 1 (may include Streets);
  - c. Maintenance District No. 84-1 (Street Lights and Traffic Signals);
  - d. North Perris Public Safety Community Facilities District (Police and Fire); and Ramona Mobility Group District (Transportation Improvements).
26. **Fees.** The developer shall pay the following fees according to the timeline noted herein:

- a. Prior to the issuance of building permits, the applicant shall pay Stephen's Kangaroo Rat Mitigation Fees of \$500.00 per acre;
  - b. Prior to the issuance of building permits, the applicant shall pay City Development Impact Fees in effect at the time of development;
  - c. Prior to the issuance of building permits, the applicant shall pay Multi-Species Habitat Conservation Plan fees in effect at that time;
  - d. Prior to issuance of building permits, the applicant will pay the statutory school fees in effect at issuance of building permits to all appropriate school districts;
  - e. The applicant shall pay any outstanding development processing fees.
  - f. The applicant shall pay Transportation Uniform Mitigation Fees (TUMF) in effect at the issuance of building permits.
27. **Construction Practices.** To reduce potential noise and air quality nuisances, the following items shall be listed as "General Notes" on the construction drawings:
- a. Construction activity and equipment maintenance is limited to the hours between 7:00 a.m. and 7:00 p.m. Per Zoning Ordinance, Noise Control, Section 7.34.060, it is unlawful for any persons between the hours of 7:00 p.m. of any day and 7:00 a.m. of the following day, or on a legal holiday, or on Sundays to erect, construct, demolish, excavate, alter or repair any building or structure in a manner as to create disturbing excessive or offensive noise. Construction activity shall not exceed 80 dBA in residential zones in the City.
  - b. Stationary construction equipment that generates noise in excess of 65 dBA at the project boundaries must be shielded and located at least 100 feet from occupied residences. The equipment area with appropriate acoustic shielding shall be designated on building and grading plans. Equipment and shielding shall remain in the designated location throughout construction activities.
  - c. Construction routes are limited to City of Perris designated truck routes.
  - d. Water trucks or sprinkler systems shall be used during clearing, grading, earth moving, excavation, transportation of cut or fill materials and construction phases to prevent dust from leaving the site and to create a crust after each day's activities cease. At a minimum, this would include wetting down such areas in the later morning and after work is completed for the day and whenever wind exceeds 15 miles per hour.
  - e. A person or persons shall be designated to monitor the dust control program and to order increased watering as necessary to prevent transport of dust off-site. The name and telephone number of such persons shall be provided to the City.

- f. Project applicants shall provide construction site electrical hook ups for electric hand tools such as saws, drills, and compressors, to eliminate the need for diesel powered electric generators or provide evidence that electrical hook ups at construction sites are not practical or prohibitively expensive.
28. **Indemnification/Hold Harmless.** The developer/applicant shall indemnify, protect, defend, and hold harmless the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees and agents, to attack, set aside, void, annul, or seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City, concerning Mitigated Negative Declaration 2309, Tentative Tract Map 34260 (#12-02-0019) and Variance 13-05-0008. The City shall promptly notify the developer/applicant of any claim, action, or proceeding for which indemnification is sought and shall further cooperate fully in the defense of the action.
29. **City-Approved Waste Hauling.** The developer shall use only the City-approved waste hauler for all construction and other waste disposal.
30. **Dog Park in Detention Basin.** City staff will evaluate the viability of a dog park in one of the two detention basins. If the a dog park is a viable, then a plan will be developed to include amenities such as a dog run, benches, doggie crawl, etc.



# CITY OF PERRIS

HABIB MOTLAGH, CITY ENGINEER

## CONDITIONS OF APPROVAL

P8-944

September 5, 2006, **Revised July 16, 2014**

Tr. 34260 (P05 0139)

David Jeffers Consulting, Inc.

With respect to the Conditions of Approval for the above referenced project, the City of Perris requires that the land divider provide the following street improvements and/or road dedications in accordance with the City of Perris Municipal Code Title 18. It is understood that the site plan correctly shows all existing easements, traveled ways, and drainage courses with appropriate Q's and that their omission may require the map to be resubmitted for further consideration. These Ordinances and the following conditions are essential parts and requirement occurring in ONE is as binding as though occurring in all. They are intended to be complimentary and to describe the conditions for a complete design of the improvements. All questions regarding the true meaning of the conditions shall be referred to the City Engineer's office.

1. Drainage and flood control facilities and improvements shall be provided in accordance with Riverside County Flood Control and Water Conservation District and the City of Perris requirements and standards. The following drainage related conditions are the requirements of this project:
  - a. Onsite drainage facilities located outside of right-of-way if required shall be constructed within dedicated drainage easements.
  - b. The property's street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area. No ponding or concentration of water to upstream and downstream properties shall be permitted.

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

**ATTACHMENT 2**

- c. All drainage facilities with exception of nuisance drainage improvements as indicated below shall be designed to convey the 100-year storm runoff. Minimum 18" storm drain and catch basins to eliminate nuisance runoff from cross-gutter shall be installed and connected to existing storm drain facilities at intersection of Flame Avenue with Street "A" (northeast & northwest corners).
  - d. A detailed hydrology report and hydraulic calculation shall be submitted to the City for review and approval. The report shall address the offsite flow, accumulative onsite runoff and the impact to adjacent downstream properties.
  - c. All grading and drainage improvements shall comply with NPDES and Best Management Practices. Erosion control plans shall be prepared and submitted to Water Quality Board and the City as part of the grading plans.
2. Sufficient right-of-way along Orange Avenue shall be dedicated to provide for 50', ½ width dedicated right-of-way. Existing improvements along Orange Avenue curb, gutter and sidewalk shall be cleared from weeds and any damaged improvements to be removed and replaced to the satisfaction of the City Engineer. Existing pavement along Orange Avenue (south side) from westerly tract boundary to easterly tract boundary shall be 0.15' grind and overlay.
  3. Sufficient right-of-way along Flame Avenue from westerly tract boundary to easterly tract boundary shall be dedicated to provide for 30', ½ width dedicated right-of-way. Existing pavement along Flame Avenue (north side) from westerly tract boundary to easterly tract boundary shall be reconstructed as directed by the City Engineer due to utility connections.
  - ~~4. signage and striping shall be provided on all interior and exterior streets.~~
  5. Street "A" shall be improved with concrete curb, gutter, and paving located 20' from either side of centerline located within 60' full-width dedicated right-of-way **and to provide for future easterly extension.**
  6. Streetlights shall be installed along Flame Avenue, Orange Avenue, and Street "A" as approved by the City Engineer per Riverside County and Southern California Edison standards.
  7. 6' wide concrete sidewalk shall be installed throughout this project.

8. The proposed development is in the service area of Eastern Municipal Water District. The applicant shall provide water and sewer facilities to this development and comply with EMWD, Fire Department, and Health Department's requirements.
9. Prior to issuance of any permit, the developer shall sign the consent and waiver forms to join the landscaping, flood control, street maintenance, and lighting districts. The developer shall maintain the landscaping for a period of one year after acceptance of these improvements and pay the 18-month advanced energy charges for streetlights. All storm drain facilities including basins, catch basins, and pipes shall be annexed to Flood Control District.
10. Additional pavement improvements shall be provided along all perimeter streets due to utility trenches as determined by City Engineer.
11. On and offsite street, drainage, water, sewer, striping, signing, streetlight, grading, and erosion control plans along with hydrology and hydraulic reports shall be submitted to the City Engineer's office for review and approval.
12. The street design and improvement concept of this project shall be coordinated with the adjacent projects.
13. All pads shall be graded to be minimum 12" above the higher of the 100-year calculated water surface elevation or adjacent existing grade.
- ~~14. Proposed sump conditions adjacent to Lot 12 shall be revised to drain Street "A" to Flame Avenue.~~
15. Existing power poles within the project site or along the project boundary (under 65kv), if any, shall be removed and cables undergrounded. All other utility poles, if any, shall be removed and utilities undergrounded.
16. Catch basins and minimum 18" RCP at intersection of "A" with Flame shall be installed to eliminate nuisance runoff from the cross gutter.
17. A note shall be placed on final map to advise the future homeowners of extension of Street "A" to the easement.

Habib Motlagh  
Habib Motlagh  
City Engineer

CITY COUNCIL  
AGENDA SUBMITTAL

**Meeting Date: November 29, 2016**

**SUBJECT:**                               **Extension of Time No. 16-05227** for Tentative Tract Map 33193, located at the southwest corner of Metz Road and De Lines Drive. Applicant: Eugene Hamood

**REQUESTED ACTION:**       **APPROVE** a one (1) year Extension of Time (EOT 16-05227) for Tract Map 33193, until August 30, 2017, to subdivide 9.69 acres into 24 residential lots for single family residential development.

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

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**BACKGROUND/DISCUSSION:**

On August 30 2005, the City of Perris City Council approved Tentative Tract Map 33193 (04-0614) to subdivide 9.69 acres of vacant land into 24 single family home lots located on the southwest corner of Metz Road and De Lines Drive (APN: 311-080-009, 010, 011, and 012), with the average lot size of 17,000 sq. ft.

The final map for Tentative Tract Map 33193 has not been submitted for processing. The applicant is requesting a third Extension of Time for a period of one year, extending the expiration of Tentative Tract Map 33193 to August 30, 2017. The Map is eligible for (2) additional one year extensions. If the subject map is not recorded or has not applied for an extension prior to the new expiration date, a new Tentative Tract Map application must be filed and approved by the City Council in addition to payment of the appropriate filing fees.

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

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**PREPARED BY:**                       Brian Muhu, Development Services Assistant *B.M.*

**City Attorney:**                       *N/A*  
**Assistant Finance Director:**   Jennifer Erwin *J.E.*

**Attachments:**                       Tentative Tract Map 33193, Planning and Engineering Conditions of Approval

**Consent:**                               **November 29, 2016**

# Tentative Tract Map No. 33193

## IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

THE LAND REFERRED TO HEREON IS PARCEL MAP 7789, PHB 33/36, RIVERSIDE COUNTY RECORDS  
**MADISON FCS, INCORPORATED**  
 CHRISTOPHER E. HAHN, P.E. REC C58971  
 9.690 ACRES

**AREA SUMMARY**  
 9.690 ACRES PER TITLE REPORT DESCRIPTION

**ZONING:**  
 7-1 (RESIDENTIAL) - EXISTING (P.L. 1, 2, 4, 1)  
 ALL LAND USE WITHIN 100 FEET OF THE PROJECT IS ZONED RESIDENTIAL.

**BENCHMARK:**  
 10M NAIL IN P.P. AND 1001-1.5 T.V.  
 SOUTH OF METZ ROAD AND IN LOTS 1  
 ELEVATION = 1047.73

**ASSESSOR'S PARCEL NUMBER:**  
 311-080-001 OR 012

**BUILDING SETBACK:**  
 FRONT YARD: 25 FEET  
 SIDE YARD: 10 FEET  
 REAR YARD: 25 FEET

**LEGAL DESCRIPTION:**  
 PARCELS 1, 2, 3 AND 4 OF PARCEL MAP 7789, IN THE CITY OF PERRIS,  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING 9.690 ACRES,  
 MORE OR LESS, AS SHOWN ON SAID PARCEL MAP, BEING COUNTY RECORDS, CITY OF  
 PERRIS.

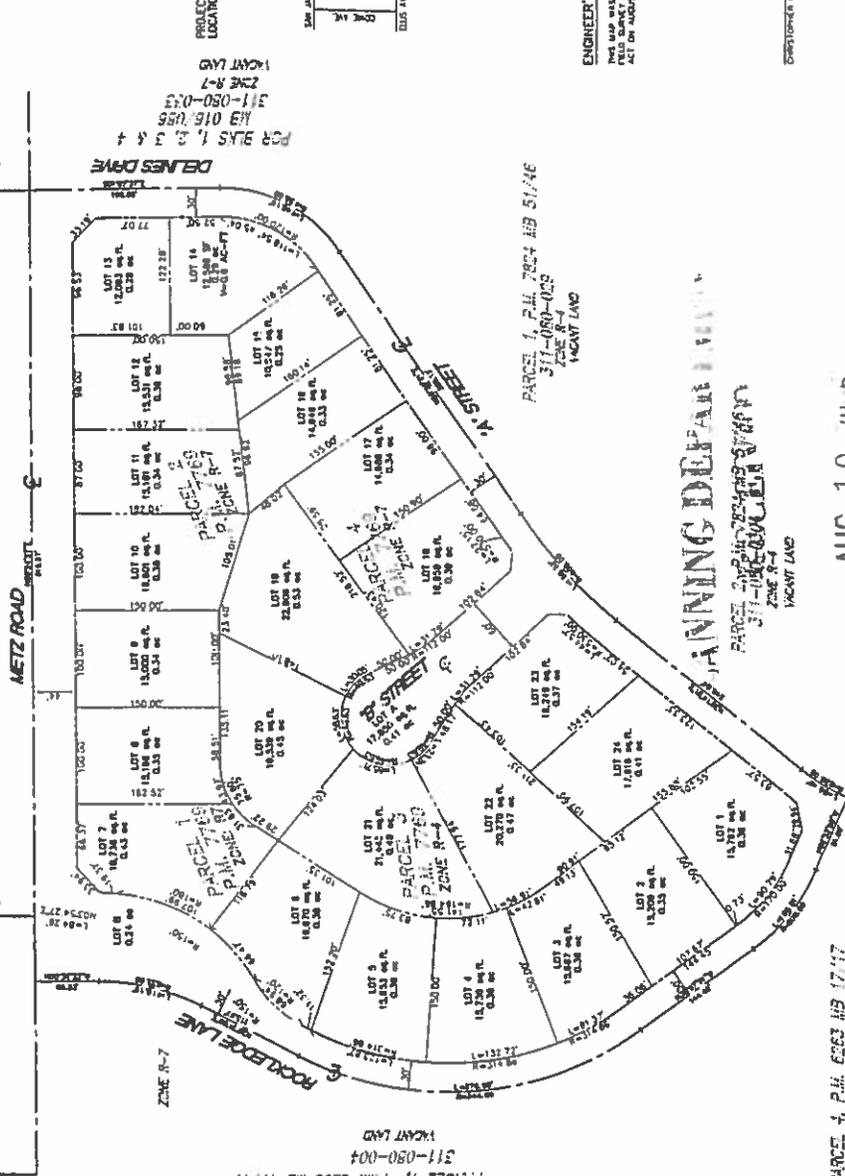
**FLOOD ZONE DESIGNATION:**  
 THE LAND SHOWN HEREON IS NOT DEEMED TO BE IN A SPECIAL FLOOD  
 HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAP (FIRM) OF THE  
 FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE PROPERTY LIES WITHIN FLOODED ZONE 1, 500 LAKES  
 DETERMINED TO BE A 500-YEAR FLOOD PLAIN OF THE YEAR FLOODED  
 PERFORMANCE DATE MAP.

**ENGINEER:**  
 CHRISTOPHER E. HAHN, P.E.  
 MADISON FCS, INC.  
 2575 POKER STREET, SUITE 4  
 PERRIS, CALIFORNIA 92404

**SUBDIVIDER:**  
 MADISON FCS, INC.  
 2575 POKER STREET  
 PERRIS, CA 92404

**RECORD OWNER:**  
 CHRISTOPHER E. HAHN, P.E.  
 2575 POKER STREET  
 PERRIS, CA 92404

**NOTES:**  
 UNDEVELOPED LOT SIZE: 0.27 ACRES  
 AVERAGE LOT SIZE: 0.38 ACRES  
 TOTAL UNDEVELOPED LOT AREA: 2.41 ACRES  
 TOTAL UNDEVELOPED LOT AREA: 2.41 ACRES  
 UNDEVELOPED LOT AREA: 2.41 ACRES  
 UNDEVELOPED LOT AREA: 2.41 ACRES



**AREA SUMMARY**  
 9.690 ACRES PER TITLE REPORT DESCRIPTION

**ZONING:**  
 7-1 (RESIDENTIAL) - EXISTING (P.L. 1, 2, 4, 1)  
 ALL LAND USE WITHIN 100 FEET OF THE PROJECT IS ZONED RESIDENTIAL.

**BENCHMARK:**  
 10M NAIL IN P.P. AND 1001-1.5 T.V.  
 SOUTH OF METZ ROAD AND IN LOTS 1  
 ELEVATION = 1047.73

**ASSESSOR'S PARCEL NUMBER:**  
 311-080-001 OR 012

**BUILDING SETBACK:**  
 FRONT YARD: 25 FEET  
 SIDE YARD: 10 FEET  
 REAR YARD: 25 FEET

**LEGAL DESCRIPTION:**  
 PARCELS 1, 2, 3 AND 4 OF PARCEL MAP 7789, IN THE CITY OF PERRIS,  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING 9.690 ACRES,  
 MORE OR LESS, AS SHOWN ON SAID PARCEL MAP, BEING COUNTY RECORDS, CITY OF  
 PERRIS.

**FLOOD ZONE DESIGNATION:**  
 THE LAND SHOWN HEREON IS NOT DEEMED TO BE IN A SPECIAL FLOOD  
 HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAP (FIRM) OF THE  
 FEDERAL EMERGENCY MANAGEMENT AGENCY AND THE PROPERTY LIES WITHIN FLOODED ZONE 1, 500 LAKES  
 DETERMINED TO BE A 500-YEAR FLOOD PLAIN OF THE YEAR FLOODED  
 PERFORMANCE DATE MAP.

**ENGINEER:**  
 CHRISTOPHER E. HAHN, P.E.  
 MADISON FCS, INC.  
 2575 POKER STREET, SUITE 4  
 PERRIS, CALIFORNIA 92404

**SUBDIVIDER:**  
 MADISON FCS, INC.  
 2575 POKER STREET  
 PERRIS, CA 92404

**RECORD OWNER:**  
 CHRISTOPHER E. HAHN, P.E.  
 2575 POKER STREET  
 PERRIS, CA 92404

**NOTES:**  
 UNDEVELOPED LOT SIZE: 0.27 ACRES  
 AVERAGE LOT SIZE: 0.38 ACRES  
 TOTAL UNDEVELOPED LOT AREA: 2.41 ACRES  
 TOTAL UNDEVELOPED LOT AREA: 2.41 ACRES  
 UNDEVELOPED LOT AREA: 2.41 ACRES  
 UNDEVELOPED LOT AREA: 2.41 ACRES

**SCHOOL DISTRICT:**  
 PERRIS SCHOOL DISTRICT  
 PERRIS UNION HIGH SCHOOL DISTRICT

DATE: 7/20/05 METZ ROAD SOUTH MAPLE STREET, SUITE 4, PERRIS, CA 92404 (951) 234-3111

PARCEL 1, P.M. 623 MB 1717  
 311-080-001  
 ZONE R-7  
 VACANT LAND

PARCEL 2, P.M. 7824 MB 5146  
 311-080-002  
 ZONE R-7  
 VACANT LAND

PARCEL 4, P.M. 623 MB 1717  
 311-080-007  
 ZONE R-4  
 VACANT LAND

PARCEL 1, P.M. 7824 MB 5146  
 311-080-003  
 ZONE R-4  
 VACANT LAND

PARCEL 2, P.M. 7824 MB 5146  
 311-080-004  
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PARCEL 3, P.M. 7824 MB 5146  
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PARCEL 4, P.M. 7824 MB 5146  
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PARCEL 5, P.M. 7824 MB 5146  
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PARCEL 6, P.M. 7824 MB 5146  
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PARCEL 7, P.M. 7824 MB 5146  
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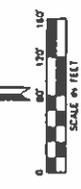
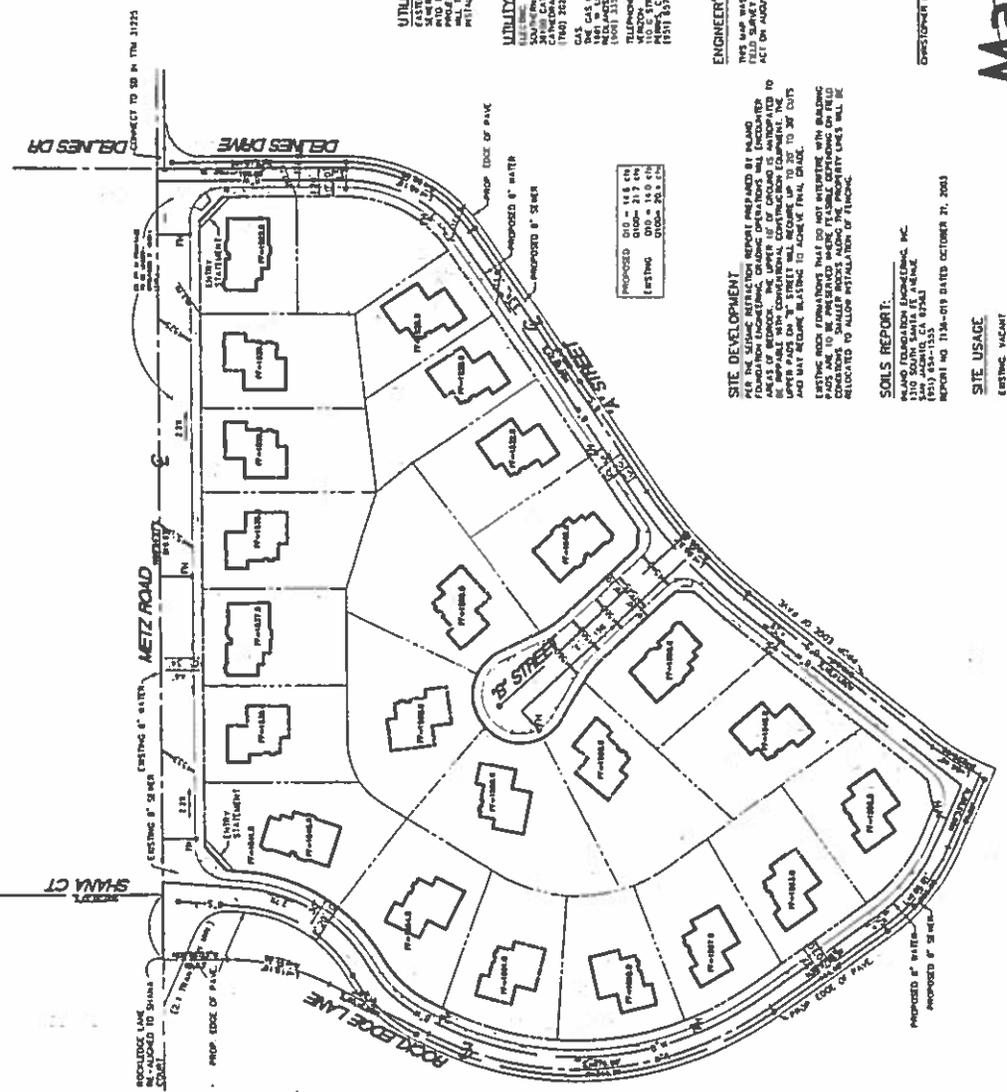
# Tentative Tract Map No. 33193

## IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

**DRAINAGE PATTERNS:** DRAINAGE PATTERNS SHALL BE DETERMINED BY THE ENGINEER TO BE CONSISTENT WITH THE CITY OF PERRIS DRAINAGE MAPS AND THE RIVERSIDE COUNTY RECORDS. THE ENGINEER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PERRIS AND RIVERSIDE COUNTY. THE ENGINEER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PERRIS AND RIVERSIDE COUNTY. THE ENGINEER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PERRIS AND RIVERSIDE COUNTY.

THE LAND REFERRED TO HEREON IS PARCEL MAP 7769, PHB 33/36, RIVERSIDE COUNTY RECORDS  
**MADISON FCS, INCORPORATED**  
 CHRISTOPHER E. HAHN, P.E. RCE C59871  
 9.690 ACRES

AUGUST 2005  
 24 LOTS



- LEGEND:**
- PH- FIRE HYDRANT
  - 100' CONTOUR ELEVATION
  - PROPOSED CONTOURS
  - EXISTING CONTOURS
  - EXISTING
  - PROPOSED
  - CURB & GUTTER
  - RETENTION BASIN
  - PROPOSED WATER
  - STREET LIGHT
  - EX. ROCK OUTCROPPING
  - PH- FIRE HYDRANT

**UTILITY SERVICE:**  
 EASTERN MUNICIPAL WATER DISTRICT MAINTAINS WATER AND SEWER MAINS IN CITY OF PERRIS. ALL WATER MAINS AND SEWER MAINS SHALL BE INSTALLED IN THE PROPOSED STREET. ALL WATER MAINS SHALL BE 12" AND SEWER MAINS SHALL BE 12" OR LARGER. ALL UTILITY LINES SHALL BE INSTALLED IN THE PROPOSED STREET.

**UTILITY PROVIDERS:**  
 WATER: EASTERN MUNICIPAL WATER DISTRICT  
 1570 THOMAS ROAD  
 PERRIS, CA 92571  
 (951) 937-1111  
 GAS: THE GAS COMPANY  
 425 PERRIS AVENUE  
 PERRIS, CA 92571  
 (951) 937-1300  
 CABLE: SPECTRUM  
 10000 75TH STREET  
 CITY OF PERRIS  
 PERRIS, CA 92571  
 (951) 937-1300

**ENGINEER'S CERTIFICATE:**  
 THIS MAP WAS PREPARED BY ME IN ACCORDANCE WITH THE PROVISIONS OF THE SUBDIVISION MAP ACT ON AUGUST 18, 2005.

**SITE DEVELOPMENT:**  
 PER THE SEISMIC RETENTION REPORT PREPARED BY PLANNING AND DESIGN CONSULTANTS, INC., THE UNDERLIEING GROUND IS UNSATURATED TO BE COMPATIBLE WITH CONSTRUCTION. FOUNDATION EQUIPMENT, THE AND MAY REQUIRE REINFORCING TO AVOID FAILURE. FOUNDATION EQUIPMENT, THE AND MAY REQUIRE REINFORCING TO AVOID FAILURE. FOUNDATION EQUIPMENT, THE AND MAY REQUIRE REINFORCING TO AVOID FAILURE.

**SOILS REPORT:**  
 PLANNING AND DESIGN CONSULTANTS, INC.  
 10000 75TH STREET  
 PERRIS, CA 92571  
 REPORT NO. 113A-019 DATED OCTOBER 31, 2003

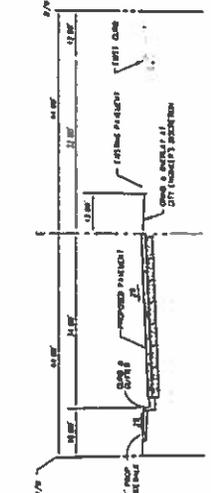
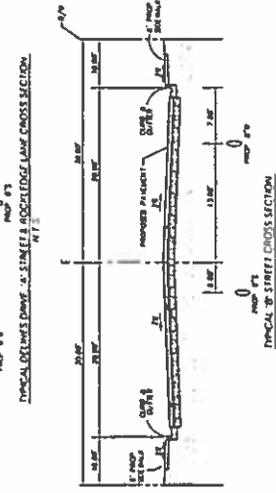
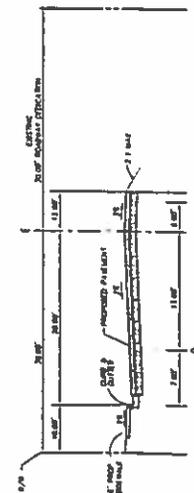
**SITE USAGE:**  
 EXISTING: VACANT  
 PROPOSED: SINGLE FAMILY RESIDENTIAL

**Madison FCS**

**CIVIL ENGINEERING - LAND SURVEYING**

**CONCEPTUAL GRADING PLAN**

**SOURCE OF TOPOGRAPHY:**  
 AERIAL, SOURCE DATED SEPTEMBER 27, 2004



EX-673  
 EX-6482P  
 JINYUN, WEI/ANDY CROSS SECTION  
 N73

CITY OF PERRIS  
DEPARTMENT OF COMMUNITY DEVELOPMENT  
PLANNING DIVISION

CONDITIONS OF APPROVAL  
*Revised at Planning Commission August 3, 2005*

TENTATIVE TRACT MAP 33193

Tentative Tract Map 04-0614

August 3, 2005

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**PROJECT:** Tentative Tract Map to subdivide 9.69 acres of vacant land into a 23-single family lot subdivision in the R4 and R7 Zones and a 0.29-acre detention basin proposed on Lot C located on the southwest corner of Metz Road and De Lines Drive. The proposed tract map also includes a total street dedication of 0.65-acres for interior streets, Rockledge Lane street alignment with Shana Court, and street improvements on Metz Road, Rockledge Lane, and proposed local streets ("A" and "B" Streets). Applicant: Madison FCS, Incorporated

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1. **Approval Period.** In accordance with the Subdivision Map Act, the recordation of the final map shall occur within two (2) years from the approval date unless an extension is granted. The applicant may apply for a maximum of five (5) one-year extensions, to permit additional time to record the final map. A written request for extension shall be submitted to the Planning Division at least thirty (30) days prior to the expiration of Tentative Map approval.
2. **Final Map Submittal.** A final map application shall be submitted to the Planning Division with payment of appropriate fees for review and approval concurrently with application to the City Engineer.
3. **City Codes.** The project shall comply with all disabled access requirements of the American with Disabilities Act and title 24 of the State Code, and all local requirements of the City of Perris Municipal Code Titles 18 and 19, including R4 and R7 zoning development standards. Any deviation shall require the appropriate Planning Division review and approval.
4. **City Engineer.** The proposed project shall adhere to the requirements of the City Engineer as indicated in the in the Conditions of Approval dated March 17, 2005.
5. **School District.** The proposed project shall adhere to the standard requirements and mitigation fees established by the Perris Elementary School District *and Perris High School District*.

6. **Building Official/Fire Marshal.** The proposed project shall adhere to all requirements of the Building Official/Fire Marshal. Fire hydrants shall be located on the project site pursuant to the Building Official. Water, gas, sewer, electrical transformers, power vaults and separate fire/water supply lines (if applicable) must be shown on the final set of construction plans pursuant to the requirements of the Building Official. All Conditions of Approval shall be included on building plans.
7. **ADA Compliance.** The project shall conform to all disabled access requirements in accordance with the State of California, Title 14, and Federal Americans with Disabilities Act (ADA).
8. **Southern California Edison.** Prior to issuance of building permits, the applicant shall contact the area service planner (951 928-8323, Art Alvarado) for Southern California Edison (SCE) to complete the required forms prior to commencement of construction.
9. **Residential Use and Development Restrictions.** Any use, activity, and/or development occurring on the site without appropriate city approvals shall constitute a code violation and shall be treated as such. Placement of any construction trailer or sales office shall require separate review and approval by the City. Any deviation shall require the appropriate Planning Division review and approval.
10. **Perris Valley Airport Influence Area.** The project is located within the Perris Valley Airport Influence Area and shall, therefore, comply with the following measures:
  - A. The project shall provide an executed avigation easement to the Perris Valley Airport prior to final map recordation. The applicant shall grant to the City of Perris and to the Perris Valley Airport an avigation easement in the form and manner approved by the City Attorney (form may be obtained from the Planning Division), and shall cause such easement to be duly recorded in the office of the County Recorder. The applicant shall provide full disclosure of the Avigation Easement prior to the sale of the building.
  - B. Any model home complex used in conjunction with the sale of homes shall prominently identify the location of the Perris Valley Airport on an aerial photo clearly visible to prospective buyers within the model home complex sales office. The model home complex shall also display a "Notice of Airport in Vicinity" disclosure in an area clearly visible and in a manner that is clearly legible to prospective buyers.

**NOTICE OF AIRPORT IN VICINTIY**

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

*to you”.*

- C. Buyers shall also be provided the “Notice of Airport in Vicinity” disclosure at the time of closing for the purchase of a home or residential lot.
11. **Disclosure Statements – Perris Valley Airport.** Developer shall include a disclosure on the final map indicating that the project is located within the Perris Valley Airport operations influence area.
  12. **Required Approvals.** Prior to recordation of the Final Map, the developer shall obtain the following clearances or approvals:
    - a. Verification from the Planning Division that all pertinent conditions of approval have been met, , as mandated by the Perris Municipal Code;
    - b. Planning Commission approval of all proposed street names; and,
    - c. Any other required approval from an outside agency.
  13. **Plans and CC&Rs.** Prior to recordation of the Final Map, the developer shall submit and obtain approvals on the following items:
    - a. Public improvement plans to the City Engineer. These plans shall include but not be limited to street, drainage, utility improvements, and dedications in accordance with Municipal Code Title 18.
    - b. Any Covenants, Conditions, and Restrictions (CC&Rs) to the Planning Division and the City Attorney's office. Approved CC&Rs shall be recorded with the final map.
    - c. Grading plans to the City Engineer, demonstrating compliance with National Pollution Discharge Elimination System requirements. The plans shall include a Storm Water Pollution Prevention Plan detailing water quality management controls and identifying Best Management Practices (BMPs) to control pollutant runoff. The applicant shall identify measures specified in Supplement A of the Riverside County Drainage Area Management Plans New Development Guidelines or other equally effective standard for implementing project BMPs, assignment of long-term maintenance responsibilities (specifying the developer, parcel owner, lessee, etc.) and shall reference the location(s) of structural BMPs.
  14. **Water Resources Control Board.** Prior to issuance of Building Permits, the applicant shall submit a copy of the State Water Resources Control Board permit letter with the WDID number.
  15. **Graffiti.** Graffiti located on site shall be removed within 72 hours. The site shall be maintained in a graffiti-free state at all times.

16. **Utilities.** All utilities such as cable TV and electrical distribution lines (including those which provide direct service to the project site and/or currently exist along public right-of-ways) adjacent to the site shall be placed underground, except for electrical utility lines rated at 65kv or larger. All utility facilities attached to buildings, including meters and utility boxes, shall be painted to match the wall of the building to which they are affixed. These facilities shall also be screened from the public right-of-way by landscaping.
17. **Mechanical Equipment.** All mechanical equipment, including air conditioning units, pool equipment, etc., shall be screened from the public right-of-way by a view obscuring fence, wall, or landscaping to the satisfaction of the Planning Division.
18. **Window Treatments.** All units abutting a public street, tract boundary, or a downhill slope having an elevation change in excess of 20 feet shall provide for window treatment 360 degree around the dwelling.
19. **Spark Arresters.** Spark arresters shall be provided for each unit and shall be screened by sheet metal enclosures, or other material acceptable to the City Building Official, and painted to match the main stucco building color.
20. **Energy Conservation.** To improve local air quality, the applicant is encouraged to incorporate any or all of the following energy-conservation features into the project:
  - Low NO<sub>x</sub> water heaters per specifications in the Air Quality Attainment Plan;
  - Heat transfer modules in furnaces;
  - Light colored water-based paint and roofing materials;
  - Passive solar cooling/heating; and,
  - Energy efficient appliances and lighting.
21. **Tract Identification.** Decorative project theme walls shall be installed on lot corner ends (5 feet from property line) of Lots 7 and 13 designated on Metz Road. Theme walls shall not be installed on the public right-of-way. The design of entry statements shall be subject to the review and approval of the Planning Division.
22. **Unit Identification.** Each unit in the tract shall include a lighted address fixture. This fixture shall allow for replacement of the bulbs, and shall be reviewed and approved by the Planning Division.
23. **Administrative Development Plan Review.** Prior to issuance of building permits, the applicant shall obtain approval of an Administrative Development Plan Review (ADPR) for the review of building architecture, unit plotting, conceptual landscape and fencing of all production units within the tract. The applicant shall also include at least one single-story product type which shall be plotted on corners and at regular intervals throughout the tract (i.e., every fourth or fifth unit). Side entry garages are encouraged and shall be incorporated as feasible and as approved through the development plan review process. Also, the majority of units in the tract (other than corner lots) shall locate the wider side yard and the curb-cut/driveway on the same side of the lot to allow for RV parking.

24. **Phasing.** Any Phasing Plan shall be reviewed and approved by the Community Development Department and the City Engineer. Each Phase of the project shall provide adequate drainage and at least two points of access to all lots. A phasing plan shall be submitted with the Administrative Development Plan Review application.
25. **Assessment Districts.** Prior to recordation of the Final Map, the developer shall post an adequate maintenance performance bond to be retained by the City as required, and annex into the following maintenance districts:
- a. The Landscape Maintenance District
  - b. The Street Lighting Maintenance District
  - c. The Flood Control Maintenance District
  - d. The Park Maintenance District
  - e. The future Public Safety/Parks Community Facilities District
  - f. The future Street Maintenance Community Facilities District
26. **Landscaping.** Three (3) copies of Construction Landscaping and Irrigation Plans shall be submitted to the Planning Division for approval and shall be accompanied by the appropriate filing fee. The landscape and irrigation plan shall be prepared by a registered landscape architect. The location, number, genus, species, and container size of the plants shall be shown. Protection shall be provided for existing landscaped areas, including trees, and be shown on the plans. Irrigation plans shall show connections to existing irrigation system for new landscape areas. Landscape and irrigation plans shall be consistent with Section 19.70 of the Perris Municipal Code. The landscaping and irrigation plans shall include:
- a. Streetscape landscaping for Metz Road, Rockledge Lane, "A" Street, and "B" Street.
  - b. Typical front yard landscaping for production units with street tree treatments
  - c. Fully landscaping for detention basin (Lot C) and all slopes.
  - d. Landscape for project theme walls designated on Metz Road.
  - e. Front and rear yard landscaping for model home units.
27. **Landscape Inspections.** The project applicant shall be aware and inform the on-site project or construction manager and the landscape contractor of their responsibility to call for landscape inspections. A minimum of three (3) landscape inspections are required in the following order, and the landscape inspection card shall be signed by the City's landscape inspector to signify approval at the following stages of landscape installation:
- a. At installation of irrigation equipment, when the trenches are still open;
  - b. After soil preparation, when plant materials are positioned and ready to plant; and,
  - c. At final inspection, when all plant materials are installed and the irrigation system is fully operational.

28. **Walls and Fences.** A wall and fencing plan shall be submitted for review and approval to the Planning Division. The plan shall include a site plan, elevations, and construction details for all proposed fencing and walls. The wall and fencing plan shall be included with the landscape plan check application submittal. Wall and fencing required on site consists of:
- a. Six-foot high, decorative block wall (split face or slump stone) installed along street side yards, and at block end and reverse corner situations. Stone veneer pilasters with rolled stone cap shall be installed at all block ends and meeting points.
  - b. The detention basin shall be enclosed with 6-foot decorative block wall to protect the privacy of adjacent yards and view fencing (combination of decorative block wall and wrought iron) to continue along the side property lines within the front yard setback area. Location of detention basin entry gate shall be indicated on the fencing plan.
  - c. Decorative theme walls shall be installed on corner ends (5 feet from property line) of Lots 7 and 13 designated on Metz Road. Theme walls shall not be installed on the public right-of-way.
  - d. Six-foot high, *UV-protected* white vinyl fence shall be installed on all interior side and rear property lines.
29. ~~Detention Basin (Lot C). The applicant has agreed to include the 0.29-acre (12,586 square feet) detention basin in the City landscape maintenance district. The applicant has been informed and is aware that by doing so, Lot C shall remain permanently as a detention basin maintained by City district and shall not be replaced into a residential lot in the future.~~
30. **Rock Blasting.** The applicant shall not conduct any blasting on the project site. If blasting is to occur on the project site, the applicant shall obtain appropriate Community Development Department approvals.
31. **Fees.** The developer shall pay the following fees according to the timeline noted herein:
- a. Prior to the issuance of building permits, the applicant shall pay Stephen's Kangaroo Rat Mitigation Fees of \$500.00 per acre;
  - b. Prior to the issuance of building permits, the applicant shall pay City Development Impact Fees in effect at the time of development;
  - c. Prior to the issuance of building permits, the applicant shall pay Multi-Species Habitat Conservation Plan fees in effect at that time;
  - d. Prior to issuance of building permits, the applicant will pay the statutory school fees in effect at issuance of building permits to all appropriate school districts;
  - e. The applicant shall pay any outstanding development processing fees.

- f. The developer shall pay all development impact fees, including parks and recreation fees in accordance with Ordinance Number 953. The applicant has agreed to pay fees in lieu of park land dedication. Prior to final map recordation, the applicant shall submit to the Planning Division an appraisal report prepared by a California State General Licensed Appraiser to determine the fair market value of land (project site) and the total amount of fees to be paid by the applicant.
32. **Construction Practices.** To reduce potential noise and air quality nuisances, the following items shall be listed as "General Notes" on the construction drawings:
- a. Construction activity and equipment maintenance is limited to the hours between 7:00 a.m. and 7:00 p.m., on weekdays. Construction may not occur on weekends or State holidays, without prior consent of the Building Official. Non-noise generating activities (e.g., interior painting) are not subject to these restrictions.
- b. Stationary construction equipment that generates noise in excess of 65 dBA at the project boundaries must be shielded and located at least 100 feet from occupied residences. The equipment area with appropriate acoustic shielding shall be designated on building and grading plans. Equipment and shielding shall remain in the designated location throughout construction activities.
- c. Construction routes are limited to City of Perris designated truck routes.
- d. Water trucks or sprinkler systems shall be used during clearing, grading, earth moving, excavation, transportation of cut or fill materials and construction phases to prevent dust from leaving the site and to create a crust after each day's activities cease. At a minimum, this would include wetting down such areas in the later morning and after work is completed for the day and whenever wind exceeds 15 miles per hour.
- e. A person or persons shall be designated to monitor the dust control program and to order increased watering as necessary to prevent transport of dust off-site. The name and telephone number of such persons shall be provided to the City.
- f. Project applicants shall provide construction site electrical hook ups for electric hand tools such as saws, drills, and compressors, to eliminate the need for diesel powered electric generators or provide evidence that electrical hook ups at construction sites are not practical or prohibitively expensive.
- g. All development projects greater than 19 single-family residential units shall apply paints using either high volume low pressure (HVLV) spray equipment or by hand application.

33. **Indemnification/Hold Harmless.** The developer/applicant shall indemnify, protect, defend, and hold harmless, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees and agents, to attack, set aside, void, annul, or seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City. City shall promptly notify the developer/applicant of any claim, action, or proceeding for which indemnification is sought and shall further cooperate fully in the defense of the action.
34. **City-Approved Waste Hauling.** The developer shall use only the City-approved waste hauler for all construction and other waste disposal
35. **Property Liens.** The applicant shall pay all liens owed to the city prior to the issuance of building permits.
36. **Street Improvement Plan.** Two copies of street improvement plans shall be concurrently submitted to the Planning Division for reference purposes.
37. **Remnant Land.** Remnant land shall be granted per separate instrument (Grant Deed) to the adjacent property owners west of Tentative Tract Map No. 33193. The adjacent property's Assessor's Parcel Number is 311-080-004. The Grant Deed shall be recorded concurrently with the Final Map of Tract 33193. The Final Map's recording Map Book and Page number shall be entered in the space provided for it in the Grant Deed prior to the Grant Deed recording.
38. The applicant shall have all right-of-way improvements and associated landscaping, street lighting and irrigation installed and in good working order. All right-of-way improvements shall be installed prior to the issuance of building permits.

8/30/05

APPROVAL DATE



PROJECT PLANNER



# CITY OF PERRIS

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

HABIB MOTLAGH, CITY ENGINEER

## CONDITIONS OF APPROVAL



P8-839  
March 17, 2005  
TM 33193 (Case # P04-0614)

With respect to the Conditions of Approval for the above referenced project, the City of Perris requires that the land divider provide the following street improvements and/or road dedications in accordance with the City of Perris Municipal Code Title 18. It is understood that the Site Plan correctly shows all existing easements, traveled ways and drainage courses with appropriate Q's and that their omission may require the map to be resubmitted for further consideration. These Ordinances and the following conditions are essential parts and requirement occurring in ONE is as binding as though occurring in all. They are intended to be complimentary and to describe the conditions for a complete design of the improvements. All questions regarding the true meaning of the conditions shall be referred to the City Engineers' office.

1. Drainage and flood control facilities and improvements shall be provided in accordance with Riverside County Flood Control and Water Conservation District and the City of Perris requirements and standards. The following drainage related conditions are the requirements of this project:
  - a. Onsite drainage facilities located outside of road right-of-way if required shall be constructed within dedicated drainage easements.
  - b. Drainage facilities outletting sump conditions shall be designed to convey the tributary 100-year storm flows. Additional emergency escape shall also be provided.

- c. The property's street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area. No ponding or concentration of water to upstream and downstream properties shall be permitted.
- d. Drainage easements shall be obtained from the affected property owners for the release of concentrated or diverted storm flows onto the adjacent property. A copy of the drainage easement shall be submitted to the City for review prior to its recordation.
- e. All drainage facilities with exception of nuisance drainage improvements as indicated below shall be designed to convey the 100-year storm runoff. Minimum 18" storm drain and catch basins to eliminate nuisance runoff at cross gutters shall be installed and connected to proposed lateral P-3 at the following intersections:
- Intersection of Metz Road with Rockledge Lane.
  - Intersection of Delines Drive with Metz Road.
- f. A detailed hydrology report and hydraulic calculation shall be submitted to the City for review and approval. The report shall address the offsite flow, accumulative onsite runoff and the impact to adjacent downstream properties.
- g. All grading and drainage improvements shall comply with NPDES and Best Management Practices. Erosion control plans shall be prepared and submitted to Water Quality Board and the City as part of the grading plans.
- h. Lateral "P-3" as shown on adopted master plan shall be installed along Metz Road from Rockledge Lane and connected to Metz Basin including construction of crossing at "A" and installation of additional improvements within Metz Basin to convey runoff under service road and not unreasonably impact the use of basin as recreational facilities. This pipe is master planned facility and shall be reviewed and approved by Flood Control and drainage fee credit applied as determined by RCFC.

- i. Delines Drive, "A" Street, and Rockledge Lane adjacent to this site shall be improved to provide for a minimum of 20' of new paving, curb and gutter located 20' from centerline (adjacent to site) within 30', ½-width dedicated right-of-way. The above streets on the opposite sides shall be improved with minimum of 12' of new pavement within dedicated right-of-way.
2. Lot "B" shall be improved with concrete curb, gutter, and paving located 20' from either side of centerline located within 60' full width dedicated right-of-way.
3. Metz Road along property boundary shall be improved on the south side with minimum of 30' of paving, curb, gutter located 32' south of centerline within 44', ½-width dedicated right-of-way. Metz Road from Delines Drive to "A" Street shall be improved to provide for 30' wide new pavement as determined by the City.
4. Street lights shall be installed along Metz Road, Delines, Rockledge Lane, and other streets as approved by City Engineer per Riverside County and Southern California Edison standards.
5. 6' wide concrete sidewalk shall be installed throughout this project.
6. This project is located within the service area of Eastern Municipal Water District for water and City of Perris for sewer services. The applicant shall provide water and sewer facilities to this development and comply with EMWD, Fire Department and Health Department's requirements.

Prior to issuance of any permit, a detailed report shall be submitted to determine the condition and capacity of existing downstream sewer facilities including existing sewer main east of I-215. In the event this report indicates a need for sewer upgrade and improvements, the Developer shall install the improvements at no cost to the City.

7. Prior to issuance of any permit, the developer shall sign the consent and waiver forms to join the landscaping, flood control and lighting districts. The developer shall maintain the landscaping for a period of one year after acceptance of these improvements and pay the 18-months advanced energy charges for street lights. All storm drain facilities including catch basins, the basin, clarifiers, and pipes shall be annexed to the Districts.

8. Existing power poles fronting this site (if any) shall be undergrounded.
9. On and off-site street, drainage, water, sewer, striping, signing, street lighting, and grading plans along with hydrology and hydraulic reports shall be submitted to City Engineer's office for review and approval.
10. Minimum street grade is 0.50%.
11. Additional pavement repair and improvements including grind and overlay within existing paved area shall be installed due to utility trenching as determined by City Engineer.
12. Proposed Lot "C" shown as basin may be utilized as a residential lot providing implementation of storm drain facilities as outlined above and compliance with Water Quality Standards.

*Habib Motlagh*

Habib Motlagh  
City Engineer

CITY COUNCIL  
AGENDA SUBMITTAL

Meeting Date: November 29, 2016

**SUBJECT:** Extension of Time No. 16-05209 for Tentative Tract Map 31367, located at the southwest corner of Avocado Ave and Orchard Dr. Applicant: Alejandra Zambrano

**REQUESTED ACTION:** APPROVE a (1) year Extension of Time (EOT 16-05209) for Tract Map 31367, until October 13, 2017, to subdivide 6 lots totaling .93 acre into 8 residential lots for single family residential development.

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

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**BACKGROUND/DISCUSSION:**

On August 30, 2005, the City Council approved Tentative Tract Map 31367 (05-0096) to subdivide 6 lots totaling 0.93 acres of vacant land into 8 single family home lots located on the southwest corner of Avocado Ave. and Orchard Rd. (APN 320-130-010, -011, -012, 013; 320-133-005, -006). The average lot size is 5,038 square feet.

The final map for Tentative Tract Map 31367 has not been submitted for processing. The applicant is requesting a third Extension of Time for a period of one year, extending the expiration of Tentative Tract Map 31367 to October 13, 2017. The Map is eligible for (2) additional one year extensions. If the subject map is not recorded or has not applied for an extension prior to the new expiration date, a new Tentative Tract Map application must be filed and approved by the City Council in addition to payment of the appropriate filing fees.

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

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**PREPARED BY:** Brian Muhu, Development Services Assistant *B.M.*

**City Attorney:** N/A  
**Assistant Finance Director:** Jennifer Erwin *by JEM*

**Attachments:** Tentative Tract Map 31367, Planning and Engineering Conditions of Approval

**Consent:** November 29, 2016

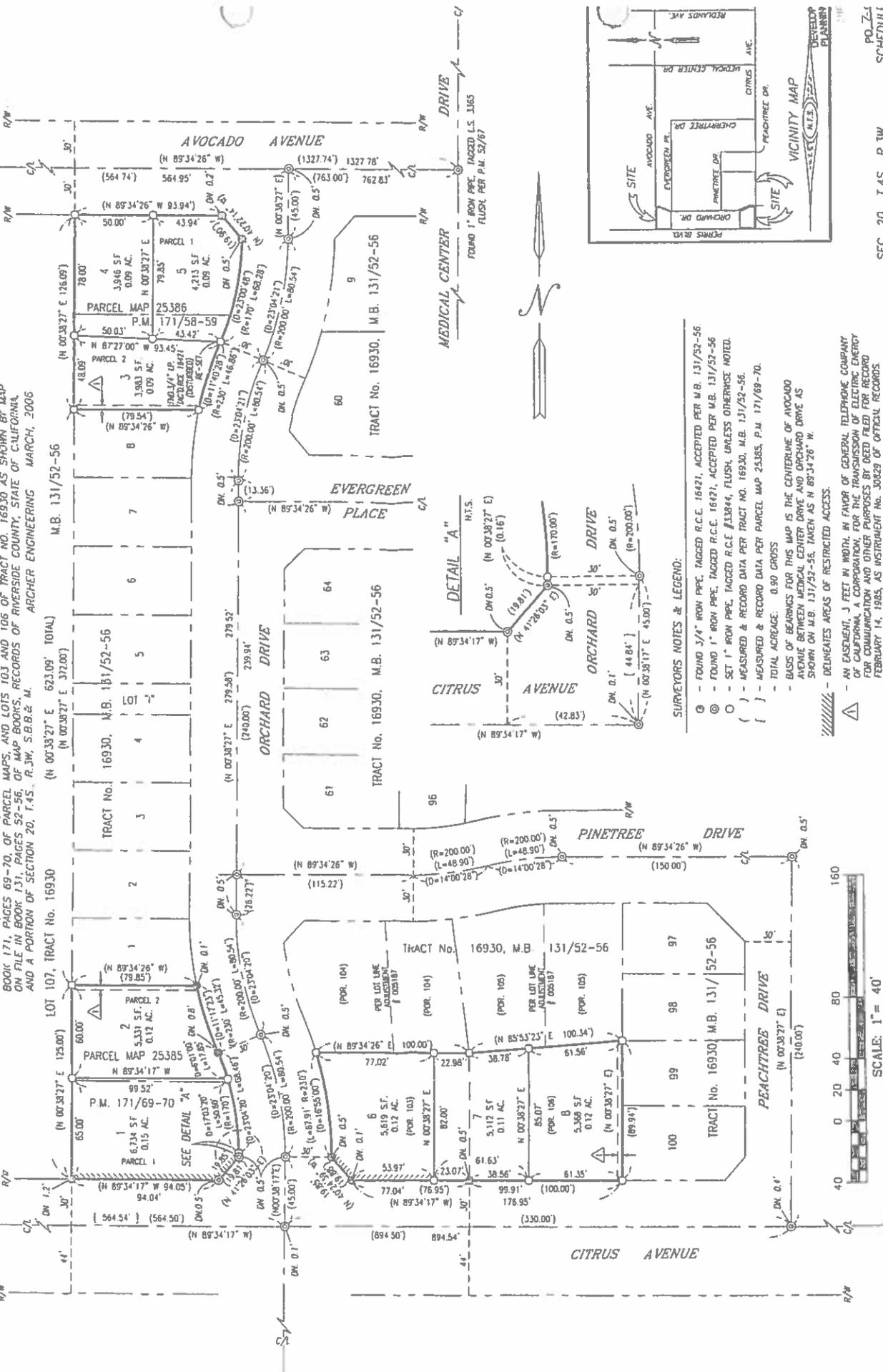
TRACT No. 31367

BEING A SUBDIVISION OF PARCELS 1 AND 2 OF PARCEL MAP 25386 AS SHOWN BY MAP ON FILE IN BOOK 171, PAGES 58-59, OF PARCEL MAPS, AND PARCELS 1 AND 2 OF PARCEL MAP 25385 AS SHOWN BY MAP ON FILE IN BOOK 171, PAGES 69-70, OF PARCEL MAPS, AND LOTS 103 AND 106 OF TRACT NO. 16930 AS SHOWN BY MAP ON FILE IN BOOK 131, PAGES 52-56, OF MAP BOOKS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, AND A PORTION OF SECTION 20, T.4S., R.3W., S.B.B. & M. ARCHER ENGINEERING MARCH, 2006

FOUND 1" IRON PIPE, TAGGED L.S. 3365  
FLUSH PER P.M. 52/67

FOUND 1" IRON PIPE, TAGGED L.S. 3365  
FLUSH PER P.M. 52/67

FOUND 1" IRON PIPE, TAGGED L.S. 3365  
FLUSH PER P.M. 52/67



**SURVEYOR'S NOTES & LEGEND:**

- ⊙ - FOUND 3/4" IRON PIPE, TAGGED R.C.E. 16421, ACCEPTED PER M.B. 131/52-56
- ⊙ - FOUND 1" IRON PIPE, TAGGED R.C.E. 16421, ACCEPTED PER M.B. 131/52-56
- - SET 1" IRON PIPE, TAGGED R.C.E. #13844, FLUSH, UNLESS OTHERWISE NOTED
- ( ) - MEASURED & RECORD DATA PER TRACT NO. 16930, M.B. 131/52-56
- [ ] - MEASURED & RECORD DATA PER PARCEL MAP 25385, P.M. 171/69-70
- TOTAL ACRES: 0.90 GROSS
- BASIS OF BEARINGS FOR THIS MAP IS THE CENTERLINE OF AVOCADO AVENUE BETWEEN MEDICAL CENTER DRIVE AND ORCHARD DRIVE AS SHOWN ON M.B. 131/52-56, TAKEN AS N 89°34'26" W.
- DELINEATES AREAS OF RESTRICTED ACCESS.
- △ - AN EASEMENT, 3 FEET IN WIDTH, IN FAVOR OF GENERAL TELEPHONE COMPANY OF CALIFORNIA, A CORPORATION, FOR THE TRANSMISSION OF ELECTRIC ENERGY FOR COMMUNICATION AND OTHER PURPOSES BY DEED FILED FOR RECORD FEBRUARY 14, 1965, AS INSTRUMENT NO. 30829 OF OFFICIAL RECORDS.



SCALE: 1" = 40'

SEC. 20 T.4S R.3W

SCHEDULE

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

**FINAL CONDITIONS OF APPROVAL**

**Tentative Tract Map 31367 (05-0096)  
Variance 05-0097**

**August 30, 2005**

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*PROJECT:* Proposal to subdivide 6 lots totaling .93 acres into eight lots for single family residential development in the MFR-14 Zone, in addition to a Variance for a reduced lot depth on all lots. Applicant: Jerry Larsen  
(Modified by Planning Commission 7-6-05)

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1. **Approval Period.** In accordance with the Subdivision Map Act, the recordation of the final map shall occur within two (2) years from the approval date unless an extension is granted. The applicant may apply for a maximum of five (5) one-year extensions, to permit additional time to record the final map. A written request for extension shall be submitted to the Department of Planning and Community Development at least thirty (30) days prior to the expiration of Tentative Map approval.
2. **Final Map Submittal.** A final map application shall be submitted to the Planning Division with payment of appropriate fees for review and approval concurrently with application to the City Engineer.
3. **City Codes.** The project shall comply with all disabled access requirements in accordance with the State of California, Title 14, and Federal American with Disabilities Act (ADA), and all local requirements of the City of Perris Municipal Code Titles 18 and 19, including all of the following MFR-14 zoning district regulations (except for lot depth with a Variance request):
  - Minimum Lot Size: 3,000 square feet
  - Maximum Lot Coverage: 40 percent (Lots > than 6,000 sq. ft.) 60 percent (Lots < than 6,000 sq. ft.)
  - Minimum Lot Width: 35 feet
  - Minimum Lot Depth: 85 feet (Lots < than 4,500 sq. ft.) 100 feet (Lots > than 4,500 sq. ft.)
  - Minimum Lot Frontage: 35 feet (Lots < than 4,500 sq. ft.) 50 feet (Lots > than 4,500 sq. ft.)
  - Minimum Lot Frontage (cul-de-sac/knuckle): 35 feet, with the width not less than 45 feet as measure from the front setback line

(Modified by Planning Commission 7-6-05)

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4. **City Engineer.** The proposed project shall adhere to the requirements of the City Engineer as indicated in the in the Conditions of Approval dated July 1, 2005.  
*(Modified by Planning Commission 7-6-05)*
  5. **School District.** The proposed project shall adhere to the standard requirements of the Val Verde School District.
  6. **Building Official/Fire Marshal.** The proposed project shall adhere to all requirements of the Building Official/Fire Marshal. Fire hydrants shall be located on the project site pursuant to the Building Official. Water, gas, sewer, electrical transformers, power vaults and separate fire/water supply lines (if applicable) must be shown on the final set of construction plans pursuant to the requirements of the Building Official
  7. **Southern California Edison.** Prior to issuance of building permits, the applicant shall contact the area service planner (951 928-8323, Art Alvarado) for Southern California Edison (SCE) to complete the required forms prior to commencement of construction.
  8. **Residential Use and Development Restrictions.** The physical development of all lots shall be reviewed and approved by the city. Any use, activity, and/or development occurring on the site without appropriate city approvals shall constitute a code violation and shall be treated as such. Placement of any sales trailer or a model home shall require separate review and approval by the City.
  9. **Compatibility with March Air Reserve Base (March ARB).** The project is located in March ARB Airport Influence Zone II and shall, therefore, comply with the following measures:
    - A. **Avigation Easement.** The applicant shall grant to the City of Perris and to the March Inland Port Airport Authority an avigation easement in the form and manner approved by the City Attorney and shall cause such easement to be duly recorded in the office of the County Recorder.
    - B. **Notice of Airport in the Vicinity.** A Notice of Airport in the Vicinity and aerial photograph identifying the location of March ARB and the project site shall be displayed and distributed in model homes at the project site. The following statement is required for distribution.

**NOTICE OF AIRPORT IN VICINTIY**

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

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- C. Disclosure. The applicant shall provide full disclosure of the Avigation Easement and Notice of Airport in the Vicinity prior to the sale of individual properties within the project.
- D. Prohibited Uses:
- a. Any use which would direct a steady light or flashing light of red, white, green or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following take off or toward an aircraft engaged in a straight final approach toward a landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator.
  2. Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft engaged in a straight final approach towards a landing at an airport.
  3. Any use which would generate excessive smoke or water vapor, attract large concentrations of birds, or otherwise affect safe air navigation in the area.
  4. Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.
  5. Any use involving the unlawful storage of explosives or flammable materials.
  6. Any obstruction of the Federal Aviation Regulations, Part 77 Conical Surface.
10. **Required Approvals.** Prior to recordation of the Final Map, the developer shall obtain the following clearances or approvals:
- a. Verification from the Planning Division that all pertinent conditions of approval have been met, including any Administrative Development Plan Review approvals, as mandated by the Perris Municipal Code;
  - b. Any other required approval from an outside agency.
11. **Plans.** Prior to recordation of the Final Map, the developer shall submit and obtain approvals on the following items:
- a. Public improvement plans to the City Engineer. These plans shall include but not be limited to street, drainage, utility improvements, and dedications in accordance with Municipal Code Title 18.

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- b. Grading plans to the City Engineer, demonstrating compliance with National Pollution Discharge Elimination System requirements. The plans shall include a Storm Water Pollution Prevention Plan detailing water quality management controls and identifying Best Management Practices (BMPs) to control pollutant runoff. The applicant shall identify measures specified in Supplement A of the Riverside County Drainage Area Management Plans New Development Guidelines or other equally effective standard for implementing project BMPs, assignment of long-term maintenance responsibilities (specifying the developer, parcel owner, lessee, etc.) and shall reference the location(s) of structural BMPs.
12. **Water Resources Control Board.** Prior to issuance of Building Permits, the applicant shall submit a copy of the State Water Resources Control Board permit letter with the WDID number.
13. **Landscaping.** Prior to issuance of building permits, the developer shall submit three (3) copies of construction level Landscape and Irrigation Plans to the Department of Planning and Community Development, accompanied by the appropriate filing fee. The plans shall be prepared by a registered landscape architect and include the location, number, genus species, and container size of the plants. Plants shall be consistent with Section 19.70 of the Perris Municipal Code. The cover page shall identify the total square footage of the landscaped area and note that it shall maintained in accordance with Section 19.70 of the City Code. Use of water efficient fixtures and drought tolerant plants is encouraged. Required landscape areas specific to this project include front yards of all lots, side yards of all corner lots, and parkways along Citrus Avenue, Orchard Drive, and Avocado Avenue.
14. **Landscape Inspections.** The project applicant shall be aware and inform the on-site project or construction manager and the landscape contractor of their responsibility to call for landscape inspections. A minimum of three (3) landscape inspections are required in the following order, and the landscape inspection card shall be signed by the City's landscape inspector/architect, planner and public works inspector to signify approval at the following stages of landscape installation:
- a. At installation of irrigation equipment, when the trenches are still open;
  - b. After soil preparation, when plant materials are positioned and ready to plant; and,
  - c. At final inspection, when all plant materials are installed and the irrigation system is fully operational.
15. **Walls and Fences.** Prior to issuance of building permits, the developer shall submit and obtain approval form the Department of Planning and Community Development of a block wall/vinyl fence plan. At a minimum, this plan shall include the following items:
- a. A six-foot high, decorative block wall on all property lines where side or rear yards adjoin a public street.

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- b. A six-foot high block wall for the rear property lines of all lots adjacent to the commercial center directly west where not existing.
  - c. Six-foot high, UV protected vinyl fences on all other side and rear property lines throughout the project.
16. **Fees.** The developer shall pay the following fees according to the timeline noted herein:
- a. Prior to the issuance of building permits, the applicant shall pay Stephen's Kangaroo Rat Mitigation Fees of \$500.00 per acre;
  - b. Prior to the issuance of building permits, the applicant shall pay City Development Impact Fees in effect at the time of development;
  - c. Prior to the issuance of building permits, the applicant shall pay Multi-Species Habitat Conservation Plan fees in effect at that time;
  - d. Prior to issuance of building permits, the applicant will pay the statutory school fees in effect at issuance of building permits to all appropriate school districts;
  - e. The applicant shall pay any outstanding development processing fees.
  - f. The developer shall pay all development impact fees, including parks and recreation fees in accordance with Ordinance Number 953. Such fees shall be based on a ratio of five acres per thousand residents. Per said ordinance the City reserves the right to utilize fair market value of the land based on qualified appraisal.
17. **Construction Practices.** To reduce potential noise and air quality nuisances, the following items shall be listed as "General Notes" on the construction drawings:
- a. Construction activity and equipment maintenance is limited to the hours between 7:00 a.m. and 7:00 p.m., on weekdays. Construction may not occur on weekends or State holidays, without prior consent of the Building Official. Non-noise generating activities (e.g., interior painting) are not subject to these restrictions.
  - b. Stationary construction equipment that generates noise in excess of 65 dBA at the project boundaries must be shielded and located at least 100 feet from occupied residences. The equipment area with appropriate acoustic shielding shall be designated on building and grading plans. Equipment and shielding shall remain in the designated location throughout construction activities.
  - c. Construction routes are limited to City of Perris designated truck routes.
  - d. Water trucks or sprinkler systems shall be used during clearing, grading, earth moving, excavation, transportation of cut or fill materials and construction phases

to prevent dust from leaving the site and to create a crust after each day's activities cease. At a minimum, this would include wetting down such areas in the later morning and after work is completed for the day and whenever wind exceeds 15 miles per hour.

- e. A person or persons shall be designated to monitor the dust control program and to order increased watering as necessary to prevent transport of dust off-site. The name and telephone number of such persons shall be provided to the City.
18. **Energy Conservation.** To improve local air quality, the applicant is encouraged to incorporate any or all of the following energy-conservation features into the project:
- Low NO<sub>x</sub> water heaters per specifications in the Air Quality Attainment Plan;
  - Heat transfer modules in furnaces;
  - Light colored water-based paint and roofing materials;
  - Passive solar cooling/heating; and,
  - Energy efficient appliances and lighting.
19. **Underground Utilities.** All utilities such as cable TV and electrical distribution lines (including those which provide direct service to the project site and/or currently exist along public right-of-ways) adjacent to the site shall be placed underground, except for electrical utility lines rated at 65kv or larger.
20. **Unit Identification.** Each unit in the tract shall include a lighted address fixture. This fixture shall allow for replacement of the bulbs, and shall be reviewed and approved by the Department of Planning and Community Development and the Police Department.
21. **Assessment Districts.** Prior to recordation of the Final Map, the applicant shall sign consent and waiver forms to join the following City of Perris assessment and maintenance districts [as appropriate]:
- a. The North Perris Community Facilities Assessment District
  - b. The Landscape Maintenance District
  - c. The Street Lighting Maintenance District
  - d. The Flood Control Maintenance District
  - e. The Park Maintenance District
  - f. The future Street Maintenance Community Facilities District
22. **Disclosure Statements – Dam Inundation/March Air Reserve Base.** Developer shall record a disclosure on each lot and provide a disclosure to the purchaser of each lot that the project is within a dam inundation area and is subject to flooding in the event of a dam failure and shall provide an acknowledgement of this disclosure by each purchaser to the City. A similar disclosure shall be recorded and provided to each purchaser regarding potential noise impacts from March Air Reserve Base and the aviation easement granted to the City of Perris and to the March Inland Port Airport Authority.

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23. **Indemnification/Hold Harmless.** The developer/applicant shall indemnify, protect, defend, and hold harmless, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees and agents, to attack, set aside, void, annul, or seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City. City shall promptly notify the developer/applicant of any claim, action, or proceeding for which indemnification is sought and shall further cooperate fully in the defense of the action.
  24. **City-Approved Waste Hauling.** The developer shall use only the City-approved waste hauler for all construction and other waste disposal.
  25. **Street Improvement Plan.** Two copies of street improvement plans shall be concurrently submitted to the Planning Division for reference purposes.
  26. **Lots 1, 2, and 6.** Lots 1, 2, and 6 shall be restricted to sole access from Orchard Drive.
  27. **Lots 7 and 8.** Vehicular turn-around facilities shall be provided for lots 7 and 8 as they take access from Citrus Avenue, a collector Street. These vehicular turn-around facilities shall be reviewed and approved by the Planning Division under the Administrative Development Plan Review.

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APPROVAL DATE

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PROJECT PLANNER



# **CITY OF PERRIS**

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

**HABIB MOTLAGH, CITY ENGINEER**

## **CONDITIONS OF APPROVAL**

**P8-863**

**July 1, 2005**

**TTM 31367 (P05-0096 & P05-0097)**

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

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

This site is located within the limits of the Perris Valley Area Drainage Plan for which drainage fees have been adopted by the City. Prevailing applicable drainage fees shall be paid to the City as part of the filing for record.

2. The lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area. No ponding or concentration of water to upstream and downstream properties shall be permitted.
3. All grading and drainage improvements shall comply with NPDES and Best Management Practices. Erosion control plans shall be prepared and submitted to Water Quality Board and the city as part of the grading plans.
4. Sufficient right-of-way along Citrus Avenue shall be dedicated to provide for 33' ½ width dedicated right-of-way. Access ramp shall be constructed at the intersection of Citrus Avenue and Orchard Drive per Riverside County standards.
5. One street light shall be installed along Orchard Drive between Lot #3 and Lot #5, and Lot #1 and Lot #2 as approved by the City Engineer per Riverside County and Southern California Edison standards.
6. 6' wide concrete sidewalk shall be installed fronting this property to match existing improvements adjacent to this project. Driveways shall be installed per Riverside County Standards. Any damaged curb and gutter, and sidewalk shall be removed and replaced as determined by the City Engineer.
7. The proposed development is in the service area of Eastern Municipal Water District. The applicant shall provide water and sewer facilities to this development and comply with EMWD & Fire Department's requirements. Additional pavement rehabilitation may be required as determined by City Engineer due to utility trench. These shall be at minimum 0.15' grind/overlay as determined by City Engineer.

8. Prior to issuance of any permit, the developer shall sign the consent and waiver forms to join the lighting district. The developer shall pay the 18-month advanced energy charges for new streetlights and new residents shall pay proportionate share of existing lights as determined by City.
9. Offsite street, water, sewer, street lighting, grading and erosion control plans shall be submitted to the City Engineer's office for review and approval.

*Habib Motlagh*  
Habib Motlagh  
City Engineer

CITY COUNCIL  
AGENDA SUBMITTAL

**Meeting Date: November 29, 2016**

**SUBJECT:**                    **Extension of Time No. 16-05226 for Tentative Tract Map 32497**— lots located on the northwest corner of Orange Avenue and Medical Center Drive. Applicant: CHT Investment, LLC

**REQUESTED ACTION:**    **APPROVE** a one (1) year Extension of Time (EOT 16-05226) for Tentative Tract Map 32497, until October 31, 2017, for the subdivision of 12 acres into 80 residential lots for single family residential development.

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

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**BACKGROUND/DISCUSSION:**

Tentative Tract Map 32497 (TTM 05-0457) was approved by City Council on October 31, 2006 subject to the enclosed Conditions of Approval. The tentative tract map is located on the northwest corner of Orange Avenue and Medical Center Drive and is for the subdivision of 12 acres into 80 single family residential lots. The applicant is requesting the City Council to approve their first request for an extension of time.

The final map for Tentative Tract Map 32497 has not been submitted for processing. The applicant is requesting a second Extension of Time for a period of one year, extending the expiration of Tentative Tract Map 32497 to October 31, 2017. The Map is eligible for (3) additional one year extensions. If the subject map is not recorded or has not applied for an extension prior to the new expiration date, a new Tentative Tract Map application must be filed and approved by the City Council in addition to payment of the appropriate filing fees.

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

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**Prepared by:**                    Brian Muhu, Development Services Assistant *B.M.*

**City Attorney:**                    N/A  
**Assistant Finance Director:**    Jennifer Erwin *by BM*

**ATTACHMENTS:**                    Tentative Tract Map 32497, Planning and Engineering Conditions of Approval

**Consent:**                        **November 29, 2016**



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

**CITY COUNCIL  
CONDITIONS OF APPROVAL**

*(Revised at Planning Commission September 20, 2006)*

**Zone Change 05-456**

**Tentative Tract Map 32497(05-0457)**

**Development Plan Review 06-0274**

**October 31, 2006**

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**PROJECT:** Zone Change, Tentative Tract Map 32497, and Development Plan Review to change the zoning designation from MFR-14 to MFR-14/Planned Development Overlay and revise the Tentative Tract Map to subdivide 12.15 gross acres into 131 residential lots and 3 lettered lots (Lot A for common open space, streets and private drives, Lots B for the detention basin, and Lot C for common open space and monument wall/landscaping), and construct 131 single family detached units and recreation facility within a gated community maintained by a Home Owners Association. Applicant: Classic Pacific

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1. **Approval Period.** In accordance with the Subdivision Map Act, the recordation of the final map shall occur within two (2) years from the approval date unless an extension is granted. The applicant may apply for a maximum of five (5) one-year extensions, to permit additional time to record the final map. A written request for extension shall be submitted to the Planning Division at least thirty (30) days prior to the expiration of Tentative Map approval.
2. **Approved Plans.** This approval is granted to change the zoning designation from MFR-14 to MFR-14/Planned Development Overlay, revise Tentative Tract Map 32497 to subdivide 12.15 gross acres into 131 residential lots and 3 lettered lots (Lot A for common open space, streets and private drives, Lots B for the detention basin, and Lot C for common open space and monument wall/landscaping), and Development Plan Review that includes site plan, plotting, building architecture, colors, and materials, except as may be modified by the conditions of approval contained herein. Any deviation shall require the appropriate Planning Division review and approval.
3. **Final Map Submittal.** A final map application shall be submitted to the Planning Division with payment of appropriate fees for review and approval concurrently with application to the City Engineer. The Final Map shall be substantially as shown on the approved (revised) Tentative Tract Map, and consisting of one sheet, except as may be modified by the conditions of approval contained herein.
4. **Failure to Utilize Planned Development Overlay District Permit.** Any planned development overlay district permit granted by the City Council as provided in Chapter 19.59 of the City of Perris Municipal Code shall be conditioned upon the privilege granted being utilized within the approval period specified for the applicable subdivision map. In the event that that the approved project does not include a subdivision of land,

said approval shall be valid for a period of 24 months. Failure to implement the approved project within the time limits specified herein will automatically void said project, unless an extension of time has been granted by the City Council.

5. **Cancellation of a Planned Development Overlay District Permit.** Any previously approved Planned Development overlay district may be repealed by the same procedure as the district was originally adopted. Cancellation of a Planned Development overlay district shall be approved by Ordinance and shall similarly nullify all related approvals including, but not limited to, General Plan Amendments, Tentative Tract Maps, Parcel Maps, Conditional Use Permits and/or Development Plan Reviews, which were approved concurrent with the Planned Development overlay district.
6. **City Codes.** The project shall comply with all local requirements of the City of Perris Municipal Code Titles 18 and 19. Any deviation shall require the appropriate Planning Division review and approval.
7. **City Engineer.** The proposed project shall adhere to the requirements of the City Engineer as indicated in the in the Conditions of Approval dated ~~September 15, 2004~~ *October 5, 2006*.
8. **School District.** The proposed project shall adhere to the standard requirements and mitigation fees established by the Val Verde Unified School District.
9. **Building Official/Fire Marshal.** The proposed project shall adhere to all requirements of the Building Official/Fire Marshal. Fire hydrants shall be located on the project site pursuant to the Building Official. Water, gas, sewer, electrical transformers, power vaults and separate fire/water supply lines (if applicable) must be shown on the final set of construction plans pursuant to the requirements of the Building Official. All Conditions of Approval shall be included on building plans.
10. **ADA Compliance.** The project shall conform to all disabled access requirements in accordance with the State of California, Title 24, and Federal Americans with Disabilities Act (ADA). Disabled parking spaces shall be *provided for access to common facilities (Lot A) in conformance* ~~designated in the parking area (3 spaces) adjacent to the gazebo, and shall be designed to comply~~ with ADA requirements.
11. **Southern California Edison.** Prior to issuance of building permits, the applicant shall contact the area service planner (951 928-8323, Art Alvarado) for Southern California Edison (SCE) to complete the required forms prior to commencement of construction.
12. **Residential Use and Development Restrictions.** Any use, activity, and/or development occurring on the site without appropriate city approvals shall constitute a code violation and shall be treated as such. Placement of any construction trailer or sales office shall require separate review and approval by the City. Any deviation shall require the appropriate Planning Division review and approval.

13. **Compatibility with March Air Reserve Base (March ARB).** The project is located in March ARB Airport Influence Zone II and shall, therefore, comply with the following measures:

- A. The project shall provide an executed aviation easement to the March Joint Powers Authority as a condition of project approval. Aviation easement forms are available on the March Joint Powers Website, [www.marchjpa.com](http://www.marchjpa.com). Instructions for the submittal of an executed easement are available on the website.
- B. Any model home complex used in conjunction with the sale of homes shall prominently identify the location of the March Air Reserve Base/March Inland Port Airport on an aerial photo clearly visible to prospective buyers within the model home complex sales office. The model home complex shall also display a "Notice of Airport in Vicinity" disclosure in an area clearly visible and in a manner that is clearly legible to prospective buyers.

*NOTICE OF AIRPORT IN VICINTIY*

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

- C. Buyers shall also be provided the "Notice of Airport in Vicinity" disclosure at the time of closing for the purchase of a home or residential lot.
- D. **Upgraded Sound Insulation.** The applicant shall offer an optional sound insulation package (e.g., upgraded doors, windows, insulation, baffles, etc.) for homebuyers who have considered potential noise impacts from March ARB and future traffic, and wish to purchase additional sound attenuation materials. The upgraded sound insulation package is voluntary and any costs shall be borne by the purchaser. Each optional measure shall be in addition to any sound mitigation measures otherwise required to meet City of Perris standards for residential land use.
- E. **Prohibited Uses:**
  - 1. Any use which would direct a steady light or flashing light of red, white, green or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following take off or toward an aircraft engaged in a straight final approach toward a landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator.
  - 2. Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft

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

3. Any use which would generate excessive smoke or water vapor, attract large concentrations of birds, or otherwise affect safe air navigation in the area.
  4. Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.
  5. Any obstruction of the Federal Aviation Regulations, Part 77 Conical Surface.
14. **Disclosure Statements – Dam Inundation Area.** The developer shall record a disclosure on each unit and provide a disclosure to the purchaser of each unit indicating that the project is within a dam inundation area and is subject to flooding in the event of a dam failure. The developer shall provide an acknowledgement of the disclosure by each purchaser to the City, and disclosure shall be included on the Final Map prior to recordation.
15. **Required Approvals.** Prior to recordation of the Final Map, the developer shall obtain the following clearances or approvals:
- a. Verification from the Planning Division that all pertinent conditions of approval have been met, as mandated by the Perris Municipal Code;
  - b. Planning Commission approval of all proposed street names; and,
  - c. Any other required approval from an outside agency.
16. **Plans and CC&Rs.** Prior to recordation of the Final Map, the developer shall submit and obtain approvals on the following items:
- a. Public improvement plans to the City Engineer. These plans shall include but not be limited to street, drainage, utility improvements, and dedications in accordance with Municipal Code Title 18.
  - b. Any Covenants, Conditions, and Restrictions (CC&Rs) to the Planning Division and the City Attorney's office. Approved CC&Rs shall be recorded with the final map.
  - c. Grading plans to the City Engineer, demonstrating compliance with National Pollution Discharge Elimination System requirements. The plans shall include a Storm Water Pollution Prevention Plan detailing water quality management controls and identifying Best Management Practices (BMPs) to control pollutant runoff. The applicant shall identify measures specified in Supplement A of the Riverside County Drainage Area Management Plans New Development Guidelines or other equally effective standard for implementing project BMPs, assignment of long-term maintenance responsibilities (specifying the developer, parcel owner, lessee, etc.) and shall reference the location(s) of structural BMPs.

17. **Home Owners Association (HOA).** Prior to final map recordation, the applicant shall incorporate the following standard provisions in the CC&Rs:
  - a. Home Owners Association shall be responsible for the maintenance of recreation facilities, drainage easements, drainage facilities, all onsite landscaping, streets, and utility systems;
  - b. Any modifications or additions of any building structures onsite shall require appropriate City review and approval;
  - c. All marketing and sales literature, leasing information for this development shall clearly state that this project is complete as built and that no further expansions to building structures are permitted without appropriate City approval.
  - d. The Home Owners Association shall be responsible for replacing any special pavers or textured/colored concrete that is removed to repair, replace or maintain any underground utilities located within private streets, driveways, or easement areas.
18. **Water Resources Control Board.** Prior to issuance of Building Permits, the applicant shall submit a copy of the State Water Resources Control Board permit letter with the WDID number.
19. **Graffiti.** Graffiti located on site shall be removed within 72 hours. The site shall be maintained in a graffiti-free state at all times.
20. **Utilities.** All utility facilities attached to buildings, including meters and utility boxes, shall be painted to match the wall of the building to which they are affixed. These facilities shall also be screened from the public right-of-way by landscaping.
21. **Mechanical Equipment.** All mechanical equipment, including air conditioning units, pool equipment, etc., shall be screened from the public right-of-way by a view obscuring fence, wall, or landscaping to the satisfaction of the Planning Division.
22. **Window Treatments.** All units abutting a public street, tract boundary, or a downhill slope having an elevation change in excess of 20 feet shall provide for window treatment 360 degree around the dwelling.
23. **Spark Arresters.** Spark arresters shall be provided for each unit and shall be screened by sheet metal enclosures, or other material acceptable to the City Building Official, and painted to match the main stucco building color.
24. **Energy Conservation.** To improve local air quality, the applicant is encouraged to incorporate any or all of the following energy-conservation features into the project:
  - Low NO<sub>x</sub> water heaters per specifications in the Air Quality Attainment Plan;
  - Heat transfer modules in furnaces;
  - Light colored water-based paint and roofing materials;
  - Passive solar cooling/heating; and,
  - Energy efficient appliances and lighting.

25. **Tract Identification.** Decorative project theme walls shall be installed at project entries and at Medical Center Drive and Orange Avenue intersection (Lot C), as shown on the site plan. Theme walls shall not be installed within the public right-of-way, and shall be set back a minimum of 5 feet from the property line. The design of entry statements shall be subject to the review and approval of the Planning Division.
26. **Unit Identification.** Each unit in the tract shall include a lighted address fixture. This fixture shall allow for replacement of light bulbs, and shall be reviewed and approved by the Planning Division.
27. **Phasing.** Any Phasing Plan shall be reviewed and approved by the Community Development Department and the City Engineer. Each Phase of the project shall provide adequate drainage and at least two points of access to all lots. A phasing plan shall be submitted with the Administrative Development Plan Review application.
28. **Assessment and Community Facilities Districts.** The project shall be annexed into any assessment, community facilities, or similar district that provides funding for maintenance, services, or public improvements that benefit the project. The costs and benefits shall be described in the applicable district and annexation documents. The Developer shall complete all actions required to complete such annexation prior to the issuance of a certificate of occupancy. This condition shall apply only to districts existing at the time the proposed project is approved. Such districts may include but are not limited to the following:
  - a. Landscape Maintenance District No. 1;
  - b. Flood Control Maintenance District No. 1 (may include Streets);
  - c. Maintenance District No. 84-1 (Street Lights and Traffic Signals);
  - d. North Perris Public Safety Community Facilities District (Police and Fire);
  - e. Ramona Mobility Group District (Transportation Improvements); and
  - f. Road and Bridge Benefit District (Transportation Improvements).
29. **Landscaping.** Three (3) copies of Construction Landscaping and Irrigation Plans shall be submitted to the Planning Division for approval and shall be accompanied by the appropriate filing fee. The landscape and irrigation plan shall be prepared by a registered landscape architect. The location, number, genus, species, and container size of the plants shall be shown. Hydro-seed is not permitted. Protection shall be provided for existing landscaped areas, including trees, and be shown on the plans. Irrigation plans shall show connections to existing irrigation system for new landscape areas. Landscape and irrigation plans shall be consistent with Section 19.70 of the Perris Municipal Code. The landscaping and irrigation plans shall include:
  - a. Streetscape landscaping for Orange Avenue, Medical Center Drive, private drives and streets
  - b. Typical front yard landscaping for production units with street tree treatments.
  - c. Front and rear yard landscaping for model home units.
  - d. Full landscaping for detention basin (Lot B).
  - e. Enhanced landscape materials for project entries and theme wall (Lot C)
  - f. Ornamental landscaping and decorative surface pavement for project entries,

pedestrian linkages, and paseos

g. Decorative landscape and trellis entry treatment for paseos.

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

- a. At installation of irrigation equipment, when the trenches are still open;
- b. After soil preparation, when plant materials are positioned and ready to plant; and,
- c. At final inspection, when all plant materials are installed and the irrigation system is fully operational.

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

- a. Six-foot high, decorative block wall (split face or slump stone) *shall be* installed along the perimeter of the project site, *with the exception of view fencing along Orange Avenue (northern property line), as shown on the conceptual fencing plan.* Stone veneer pilasters with rolled stone cap shall be installed at all block ends and meeting points.
- b. Decorative theme walls shall be installed at project entries designated on Orange Avenue and Medical Center Drive and Lot C. Theme walls shall be installed 5 feet from property line and not within the public right-of-way.
- c. Six-foot high, white, U.V. protected vinyl fencing shall be installed on all interior side property lines.
- d. Walls and fencing atop retaining walls that extend along differences in grade behind the right of way shall require an additional landscape setback area equal to 1 foot in width for every 1 foot in height in excess of a 6 foot wall height as measured from the natural grade. The additional landscape setback shall be measured from the property line, and be provided in addition to the right of way landscaping area. This additional landscape area may or may not incorporate a split wall design, and shall extend the full length of the street frontage.

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

- a. Prior to the issuance of building permits, the applicant shall pay Stephen's Kangaroo Rat Mitigation Fees of \$500.00 per acre;
- b. Prior to the issuance of building permits, the applicant shall pay City Development Impact and TUMF Fees in effect at the time of development;
- c. Prior to the issuance of building permits, the applicant shall pay Multi-Species Habitat Conservation Plan fees in effect at that time;

- d. Prior to issuance of building permits, the applicant will pay the statutory school fees in effect at issuance of building permits to all appropriate school districts;
  - e. The applicant shall pay any outstanding development processing fees.
33. **Construction Practices.** To reduce potential noise and air quality nuisances, the following items shall be listed as "General Notes" on the construction drawings:
- a. Construction activity and equipment maintenance is limited to the hours between 7:00 a.m. and 7:00 p.m., on weekdays. Construction may not occur on weekends or State holidays, without prior consent of the Building Official. Non-noise generating activities (e.g., interior painting) are not subject to these restrictions.
  - b. Stationary construction equipment that generates noise in excess of 65 dBA at the project boundaries must be shielded and located at least 100 feet from occupied residences. The equipment area with appropriate acoustic shielding shall be designated on building and grading plans. Equipment and shielding shall remain in the designated location throughout construction activities.
  - c. Construction routes are limited to City of Perris designated truck routes.
  - d. Water trucks or sprinkler systems shall be used during clearing, grading, earth moving, excavation, transportation of cut or fill materials and construction phases to prevent dust from leaving the site and to create a crust after each day's activities cease. At a minimum, this would include wetting down such areas in the later morning and after work is completed for the day and whenever wind exceeds 15 miles per hour.
  - e. A person or persons shall be designated to monitor the dust control program and to order increased watering as necessary to prevent transport of dust off-site. The name and telephone number of such persons shall be provided to the City.
  - f. Project applicants shall provide construction site electrical hook ups for electric hand tools such as saws, drills, and compressors, to eliminate the need for diesel powered electric generators or provide evidence that electrical hook ups at construction sites are not practical or prohibitively expensive.
34. **Indemnification/Hold Harmless.** The developer/applicant shall indemnify, protect, defend, and hold harmless, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees and agents, to attack, set aside, void, annul, or seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City. City shall promptly notify the developer/applicant of any claim, action, or proceeding for which indemnification is sought and shall further cooperate fully in the defense of the action.

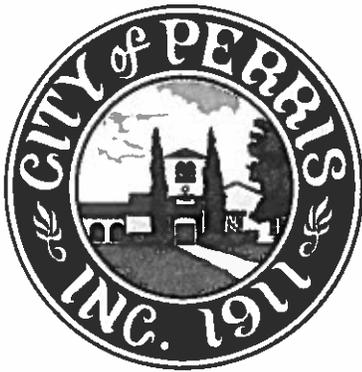
35. **City-Approved Waste Hauling.** The developer shall use only the City-approved waste hauler for all construction and other waste disposal
36. **Property Liens.** The applicant shall pay all liens owed to the city prior to the issuance of building permits.
37. **Street Improvement Plan.** Two copies of street improvement plans shall be concurrently submitted to the Planning Division for reference purposes.
38. **Right-of-Way Improvements.** The applicant shall have all right-of-way improvements and associated landscaping, street lighting and irrigation installed and in good working order. All right-of-way improvements shall be installed prior to the issuance of building permits.
39. **Mail Box Security.** The applicant shall install multi-unit mail boxes with high security type features designed to resist mail theft and prevent break-in damage. The multi-unit mail boxes shall be approved by the United States Postal Office and supporting documentation of the high security type mail boxes used for the proposed development shall be submitted to the Planning Division prior to final occupancy of Phase 1.
- ~~40. **Preliminary Water Quality Management Plan (WQMP).** Prior to advertising and scheduling of Zone Change 05-0456, Tentative Tract Map 32497 (05-0457), and Development Plan Review 06-0274 for City Council Approval, the developer shall first submit for review and approval, to the Community Development Department, a preliminary Water Quality Management Plan (WQMP) for City approval. The preliminary WQMP shall include site design, source control, and treatment control best management practices, and shall be prepared by registered civil engineer. (Revised by Staff).~~
41. **Final Water Quality Management Plan (WQMP).** Prior to the issuance of grading permits the owner shall submit for review and approval, along with the appropriate filing fee; a Final Water Quality Management Plan to the Department of Public Works Engineering Administration Division which substantially complies with the site design, source control and treatment control Best Management Plans proposed in the approved Preliminary Water Quality Management Plan.

10-31-06

APPROVAL DATE



PROJECT PLANNER



# CITY OF PERRIS

HABIB MOTLAGH, CITY ENGINEER

## CONDITIONS OF APPROVAL

P8-731

September 15, 2004, Revised September 20, 2006,

**Revised October 5, 2006**

TTM 32497 – Private Subdivision

With respect to the Conditions of Approval for the above referenced project, the City of Perris requires that the land divider provide the following street improvements and/or road dedications in accordance with the City of Perris Municipal Code Title 18. It is understood that the Site Plan correctly shows all existing easements, traveled ways and drainage courses with appropriate Q's and that their omission may require the map to be resubmitted for further consideration. These Ordinances and the following conditions are essential parts and requirement occurring in ONE is as binding as though occurring in all. They are intended to be complimentary and to describe the conditions for a complete design of the improvements. All questions regarding the true meaning of the conditions shall be referred to the City Engineers' office.

1. Drainage and flood control facilities and improvements shall be provided in accordance with Riverside County Flood Control and Water Conservation District and the City of Perris requirements and standards. The following drainage related conditions are the requirements of this project:
  - a. Onsite drainage facilities located outside of road right-of-way (if required) shall be constructed within dedicated drainage easements.
  - b. Drainage facilities outletting sump conditions shall be designed to convey the tributary 100-year storm flows. Additional emergency escape shall also be provided.

- c. The property's street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area. No ponding or concentration of water to upstream and downstream properties shall be permitted.
- d. Drainage easements shall be obtained from the affected property owners for the release of concentrated or diverted storm flows, if any, onto the adjacent property. A copy of the drainage easements shall be submitted to the City for review prior to its recordation.
- e. All drainage facilities with exception of nuisance drainage improvements as indicated below shall be designed to convey the 100-year storm runoff. Minimum 18" storm drain and catch basins to eliminate nuisance runoff from cross gutters shall be installed and connected to proposed storm drain facilities in addition to those shown on tentative map at the following locations:
  - Catch basin and pipe at the intersection of:
    1. ~~"A" "B"~~ Street and Orange Avenue.
    2. ~~"B" "A"~~ Street and Medical Center Drive.
    3. ~~"E" Street and "B" Street at upstream end of proposed cross gutters.~~ **All intersections of "B" with interior streets.**
    4. ~~"A" Street and "F" Street at upstream end of proposed cross gutters.~~
    5. Orange Avenue and Medical Center Drive.
- f. A detailed hydrology report and hydraulic calculation shall be submitted to the City for review and approval. The report shall address the offsite flow, accumulative onsite runoff and the impact to adjacent downstream properties. ***This shall include upgrading of existing downstream facilities to accommodate this project. Coordination with proposed projects located westerly of Perris Blvd. will be required.***
- g. All grading and drainage improvements shall comply with NPDES and Best Management Practices. Erosion control plans shall be prepared and submitted to Water Quality Board and the City as part of the grading plans.
- h. Storm drain plan shall be submitted to the Riverside County Flood Control for review and approval prior to connection to

the existing storm drain facility along Medical Center Drive and Orange Avenue.

- i. All onsite storm drain facilities are private.
2. Sufficient right-of-way along Orange Avenue shall be dedicated to provide for a ~~50'~~ **47'**, half-width dedicated right-of-way. Orange Avenue from west tract boundary up to east tract boundary shall be improved to provide for new 36' wide paving, curb, gutter and sidewalk located 38' on the south side of centerline.
3. Sufficient right-of-way along Medical Center Drive shall be dedicated to provide for 66' dedicated right-of-way from the intersection of Orange Avenue to the intersection of Flame Avenue. Medical Center Drive within this reach **along west side** shall be improved with ~~40 wide~~ **20'** new paving and curb and gutter located 22' ~~on either side of~~ **from** centerline. Medical Center Drive from the intersection of Flame Avenue up to the southerly tract boundary **along west side** shall have sufficient right-of-way to provide for 33', half width dedicated right-of-way. Medical Center Drive from the intersection of Flame Avenue to the existing development on the south shall be improved to provide minimum 20' new paving, curb, gutter and sidewalk located at 22' on the west side of centerline ~~and 0.15' grind and overlay on the east side of the centerline within the same reach.~~ **Existing pavement along Medical Center from south tract boundary to Orange Avenue along east side shall be grind (0.15') and overlay.**
4. All interior streets are private and shall be improved with concrete curb, gutter, and paving located ~~18'~~ **minimum of 11'** from either side of centerline located within the proposed right-of-way **as shown on the map.**
5. Street lights shall be installed along all interior streets, Orange Avenue, and Medical Center Drive as approved by the City Engineer per Riverside County and Southern California Edison standards.
6. ~~6'~~ **4'** wide concrete sidewalk shall be installed ~~throughout the project~~ **along interior and 6' sidewalk along Orange and Medical Center Drive.**
7. The proposed development is in the service area of Eastern Municipal Water District for sewer and water. The applicant shall provide water and sewer facilities to this development and

comply with City, EMWD, Fire Department, and Health Department's requirements.

8. Prior to issuance of any permit, the developer shall sign the consent and waiver forms to join the landscaping (offsite), flood control (offsite and non master planned facilities) and lighting districts. The developer shall maintain the **onsite storm drain and offsite** landscaping ~~for a period of one year after acceptance of these improvements~~ and pay the 18-month advanced energy charges for street lights.

All onsite storm drain facilities including catch basins, and pipes shall be maintained by residents of this sub-division.

9. ~~Existing power poles fronting this site (if any) shall be undergrounded.~~ **Existing power poles within the project site or along the project boundary (under 65kv), if any, shall be removed and cables undergrounded. All other utility poles, if any, shall be removed and utilities undergrounded.**
10. On and off-site street, drainage, water, sewer, striping, signing, street lighting, grading, and erosion control plans along with hydrology and hydraulic reports shall be submitted to City Engineer's office for review and approval.
11. Access shall be restricted along Orange Avenue and Medical Center Drive as shown on the tentative map and so noted on the final map.
12. Additional street improvements shall be provided along existing paved area if disturbed due to construction of utilities as directed by the City Engineer.
13. Prior to issuance of any permit or recordation of the map, a warrant study shall be prepared to determine the need and timing for signal at the intersection of Orange Avenue and Medical Center Drive. If the signal is warranted, the City shall reimburse the developer ~~up to \$100,000 for the cost of the signal utilizing the projects street portion of the Cap Fee~~ **pursuant to DIF Ordinance.**
14. Prior to approval of improvements, an encroachment permit from Riverside County Flood Control and other governing agencies (if necessary) shall be obtained for any work within their right-of-way.

- ~~15. This development shall be required to purchase and incorporate the not a part parcel at intersection of Orange Avenue and Medical Center Drive and use this and lot 81 as entry monuments as driveways close to Orange Avenue will create potential safety hazard.~~
16. Installation of raised median on Orange to prohibit left turn movements to and from "A" "B" Street will be required as determined by City. ***If the entrance from "B" to Orange Avenue is for emergency vehicles only and is protected by a private gate, no median is required.***
17. The City Council is concerned about the speeding along Medical Center Drive. Traffic calming devices and improvements such as raised median and other improvements shall be implemented along this road as determined by the City Engineer.

*Habib Motlagh*

Habib Motlagh  
City Engineer

CITY COUNCIL  
AGENDA SUBMITTAL

**Meeting Date:** November 29, 2016

**SUBJECT:** St. James Catholic School request for a fee waiver for use of City facilities

**REQUESTED ACTION:** That the City Council consider a waiver of rental fees for the school "Christmas Program" sponsored by the St. James Catholic School on December 21, 2016 at the Bob Glass Gym.

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

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**BACKGROUND/DISCUSSION:**

St. James Catholic School is a Perris based non-profit organization. They would like to host a "Christmas Program" at the Bob Glass Gymnasium on December 21, 2016 from 5:00pm-8:00pm. The program is part of the school's annual celebration of Christmas.

St. James Catholic School is requesting that the City Council authorize the waiver of rental fees associated with the reservation of the Bob Glass Gymnasium for their "Christmas Program". A copy of the letter request is attached with this submittal. The total value of the requested fee waiver is \$450.00.

The proposed event is scheduled during the Wednesday operating business hours in which staff are already scheduled to work. It is recommended that the City Council consider waiving all fees, including staff fees, in support of the St. James Catholic School.

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**FISCAL IMPACT:** The fees for the "Christmas Program" conference total \$450.00. This amount includes the deposit, rental and staff fees for the use of the Bob Glass Gymnasium for the event.

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Prepared By: Spencer Campbell *sc*

City Attorney:

Assistant City Manager: Darren Madkin *DM*

Attachments: Waiver Request Letter from St. James Catholic School



250 West 3rd Street

Perris, California 92570

Business: 951-657-5226

November 3, 2016

To Whom It May Concern:

St. James Catholic School is requesting use of Bob Glass gym on Wednesday, December 21, 2016. Our students will be performing in our annual Christmas Play for family and friends. The gym is located near the school providing a convenient location. Also, the facility provides ample seating and other amenities such as, a sound system and proper lighting that allow us to put on a nice performance for family and friends.

The performance was held at Bob Glass Gym last year and was a huge success. Thank you for allowing us the opportunity to partake of the facility for our annual Christmas Play.

Respectfully,

A handwritten signature in blue ink, appearing to read "Mrs. C. Lara", is written over the typed name.

Mrs. C. Lara  
School Principal

CITY COUNCIL  
AGENDA SUBMITTAL

Meeting Date: November 29, 2016

**SUBJECT:** Award of contract to Graphic Solutions, LTD for design services to develop a new City graphic image

**REQUESTED ACTION:** That the City Council approve a professional contract services agreement with Graphic Solutions, LTD to develop a new City graphic image and tagline suitable for use on wayfinding signage and stationery; and approve an allocation of \$12,000 from General Fund reserves to the City Manager's budget to fund this project.

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

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**BACKGROUND:**

In 2015 the City of Perris' Community Development Committee was created to promote positive human interactions in all aspects of community life. The responsibilities of the Committee are to advise the Mayor and the City Council on the development of services and programs related to: Community Preservation; Recreation, Senior, and Veterans services; Health and Human Services; and Fine Arts.

One of the Community Development Committee's priority goals is establish and enhance the identity or branding of the City of Perris by creating a new community identification image and tagline that will serve as the City's brand on signage and stationery. A branding sub-committee was created and made up of members from the Economic Development Committee; the Beautification Committee; and the Community Development Committee, whose primary task was to recommend a branding image for consideration by the City Council.

On November 3, 2016 the City of Perris' Community Development Committee reviewed two proposals from graphic designers and recommended that the City Council consider contracting with Graphic Solutions, LTD for design services to create a new City logo. The objective of Graphic Solutions, LTD is to develop an effective and attractive identity for the City, by way of branding, using a new logo and tagline as a medium that will attract positive attention for the City. Under the proposed contract services agreement, Graphic Solutions, LTD will provide the following services:

- **Planning-** Graphic Solutions, LTD will develop and prepare a menu of visual elements for review and comment. The consultant will also hold a kick off meeting with City staff to discuss the branding program and design approach. In addition, they will identify design direction, completion of a visual preference survey and establish a design brief.
- **Research and Design Development-** Graphic Solutions, LTD will research and review existing City branding components, imaging, and theming appropriate to the project. They will also meet with City staff to present a sketch pack of branding concepts and provide brand concepts for review. Based on the recommendations and comments from City staff, and the community, Graphic Solutions, LTD will develop a branding design concept for review and consideration by the City Council. Once the final image and

tagline are approved by the City, the consultant will provide the City with camera-ready art.

It is recommended that the City Council approve a contract services agreement with Graphic Solutions, LTD in the amount of \$11,340.00 to provide design services for a new City graphic image and tagline suitable for use on wayfinding signage and stationery; and approve an allocation of \$12,000 from General Fund reserves to the City Manager's budget to fund this project.

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**FISCAL IMPACT:** This project was not included in the 2016-2017 General Fund budget. Staff is requesting that the City Council approve an allocation of \$12,000 from General Fund reserves to the City Manager's budget to fund this project.

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Prepared by: Rebecca Miranda, Project Manager RM

Reviewed by: Assistant Director of Finance: Jennifer Erwin \_\_\_\_\_

Consent: XX

City Attorney:

Attachments: Contract Services Agreement

Public Hearing:

Business Item:

Workshop:

## CITY OF PERRIS

### CONTRACT SERVICES AGREEMENT WITH GRAPHIC SOLUTIONS, LTD TO PROVIDE DESIGN SERVICES TO DEVELOP A LOGO AND TAGLINE FOR THE CITY OF PERRIS

This Contract Services Agreement ("Agreement") is made and entered into this 29<sup>th</sup> day of November, 2016, by and between the City of Perris, a municipal corporation ("City"), and Graphic Solutions, a California corporation] ("Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

#### 1.0 SERVICES OF CONSULTANT

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

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

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

#### 2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of Eleven thousand three hundred, forty dollars and no cents (\$11,340.00) ("Contract Sum").

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

### 3.0 COORDINATION OF WORK

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

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

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

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

### 4.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

#### 4.2 Indemnification.

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

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

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

## 5.0 TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until May, 29, 2017.

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

## 6.0 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

ATTEST: "CITY"  
CITY OF PERRIS

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

By: \_\_\_\_\_  
Richard Belmudez, City Manager

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

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

"CONSULTANT"  
Graphic Solutions, LTD  
2952 Main Street  
San Diego, CA 92113

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"**

**Proposal from Graphic Solutions, LTD**

## **PROPOSAL AND CONTRACT**

November 1, 2016

City of Perris  
101 North D Street  
Perris, CA 92570

Attention: Mr. Darren Madkin

**RE: CITY BRANDING**

### **OBJECTIVE**

To provide design services to develop an effective and attractive assertion of identity for the City of Perris, CA by way of branding and tagline; suitable for application on wayfinding signs, letterhead and stationery.

### **SCOPE OF WORK**

Working in close coordination with the Client, Graphic Solutions will provide the following services:

### **Phase I. Findings**

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#### **Part One. Planning**

- A. Develop and prepare a menu of visual elements for review and comment at Branding Subcommittee meeting.
- B. Kick-off meeting with City staff to discuss project overview, determine program parameters and design approach and agree upon a date for future meeting. **(Meeting #1)**.
- C. Meet with Branding Subcommittee to identify design direction; including completion of a visual preference survey and to establish a design brief. **(concurrent with Meeting #1)**

### **Phase II. Research and Design Development**

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- A. Research and review existing City branding components.

- B. Research imaging and theming appropriate to the character of the project.
- C. Conduct an assessment of current branding throughout the region for comparison and to help build strategies.
- D. Based on input from staff and Branding Subcommittee, develop a sketch pack of branding concepts suitable for a variety of signage and print applications (business stationery, advertising, etc.), including typical applications.
- E. Meet with city staff to present sketch pack for review, comment, and selection. Selection may be based on one design, a combination of elements or other. **(Meeting #2)**
- F. Develop and refine selected branding concepts based on client comments (1 round of revisions)
- G. Forward refined branding design concepts to city staff for review and comment.
- H. Teleconference with city staff to present up to two design concepts and recommend branding concepts to Council.
- I. Meeting to present brand concepts (one or two options) to City Council for adoption. **(Meeting #3)**
- J. Based on approved design, prepare digital camera-ready artwork for branding design for multi-color and one-color applications.
- K. Forward camera-ready art (email, disk and hard copy) to client.

**TOTAL ESTIMATED FEES for Phases I and II .....\$11,340 including expenses**

**NOTE:** Up to (3) meetings are included in the fee estimate. Additional meetings, site visits and/or other services will be at the client's request and will be billed on a time and materials basis as an addition to the fee estimate shown above.

**SUBSEQUENT PHASES**

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Subsequent Phases can be provided by addendum or separate contract in addition to the scope of work outlined above and may include:

- Graphic Standards Manual for all uses; including facility signage and other sign types, city publications, website, vehicle graphics, certificates.
- Design Development and Camera Ready Art for other applications including signage.

### ADDITIONAL SERVICES

At the client's request, the following services will be provided in addition to the scope outlined above. Services will be provided on a time and materials basis, plus expenses and may include:

- additional concept designs for logo in addition to those specifically noted in the scope of work
- specifications for use of logo in signage and print applications
- color separations, negatives
- original photography and/or illustration
- printing and print coordination
- additional rounds of adjustments to design concepts
- design intent drawings or working drawings and bid specifications
- site visits and/or meetings in addition to those specifically noted in the scope of work
- color renderings/comps other than those specifically noted
- preparation of Comprehensive Sign Plan
- prototypes/scaled models
- fabrication and installation of signage

**BILLING RATES**

Current

<u>Hourly Rates</u>	<u>Billing Classification*</u>
\$160	Principal
\$120	Design Director; Planning Specialist; Estimator
\$110	Project Manager; Designer; Technical Writer/Copywriter
\$75	Jr Designer
\$60	Production Assistant; Production Coordinator; Clerical/Word Processing

\* Project assignments are made based on employee skill levels and the type of work being performed.

**REIMBURSABLES**

**Outside Services/Expenses:** In addition to fees, Graphic Solutions shall be reimbursed at cost plus 10% for outside services requiring creative/art direction (e.g., professional photography, renderings, copywriting), and for all other outside services or expenses related to the execution of the work, including, but not limited to: blueprints, vellums, photocopies; photographic supplies and processing; photostats, printing, typesetting, word processing; transportation and accommodations; delivery and shipping. Client may elect to be billed directly by suppliers for project-related expenses. If this election is made, Client shall identify, upon execution of this contract, those expenses for which the Client will make payment directly. Client shall provide to Graphic Solutions its account numbers for suppliers identified for direct billing and payment of expenses.

**In-House Expenses:** Graphic Solutions shall be reimbursed at a flat rate for certain in-house expenses in accordance with the following schedule:

• Large format digital output	\$ 4.00 per sq. ft.
• Digital color proofs up to 8-1/2" x 14"	\$ 5.00 each
• Matte board	\$ 5.00 per board
• PMS paper	\$ 5.00 per sheet
• Photocopies for copy counts exceeding 50 pages	\$ 0.15 per page
• Compact Disk	\$ 10.00
• Comb Binding	\$ 5.00 per set

### ADA COMPLIANCE

Graphic Solutions has researched the requirements of the Americans with Disabilities Act (ADA) as it affects signage, and every effort has been made to ensure that your signage meets those requirements. However, ADA compliance is the responsibility of the facility owner and/or owner's representative. Graphic Solutions, its officers and employees assume no legal responsibility for compliance with ADA and no warranty is either expressed or implied by presentation of bid documents, proposals, contracts, designs or signage. No liability is assumed for the outcome of decisions made on the basis of information provided by Graphic Solutions. Consultation with legal counsel is recommended for those affected by ADA.

### CONTRACT TERMS AND CONDITIONS

The client shall provide Graphic Solutions all necessary drawings and information regarding site or building conditions which affect the signing. The client and Graphic Solutions shall mutually participate in development of all sign wording, with final approval by the client. This proposal does not include the cost of models, color renderings, or slide presentations, which will be provided only at the request and approval of the client.

Graphic Solutions provides electronic files in Illustrator CS3 for the Macintosh as a standard format. Preparation of files for other formats or platforms may affect schedule and/or incur additional fees. Graphic Solutions is not responsible for fonts needed for accurate reproduction.

This is a limited contract. This proposal covers only the services outlined in the scope of work. If the scope of work changes, approved revisions or additions will be charged for on a time and materials basis (current hourly rates plus reimbursable expenses) and as an addition to the original contract. Conference reports, letters, memoranda, and other written notification of additions or revisions are considered extensions to this contract.

The billing rates outlined in this proposal represent the current hourly rates in force at the time the proposal is presented. Billing rates are updated periodically and may change during the course of the proposal or contract period, in which case the most current adjusted rates shall apply. Estimated fees are to cover services outlined in the scope of work and may be billed in their entirety as a fixed fee upon satisfactory completion of the scope.

Any retainer paid to Graphic Solutions upon execution of the contract shall be deposited and held until work is deemed complete or substantially complete, at which time the retainer amount shall be credited on the final invoice and/or refunded by check to the client.

Graphic Solutions carries Workman's Compensation in the amount of one million dollars (\$1,000,000.00) and General Liability Insurance in the amount of two million dollars (\$2,000,000.00) general aggregate with one million dollars (\$1,000,000.00) per occurrence. Unless otherwise specified herein, premiums for any additional types of coverage that may be required or for limits in excess of standard coverage for Workman's Compensation and General Liability Insurance shall be paid by the Client as an addition to the contract amount stated herein.

The client agrees to include the name of Graphic Solutions in all client press releases associated with image development, graphic design, sign planning, and other work performed by Graphic Solutions for the client or project. When the project development team is listed in press releases, the client agrees to include Graphic Solutions' name as part of the team.

Graphic Solutions has permission to utilize prepared designs, images of the final product, and the client's name for marketing purposes.

Termination of contract: Assuming just cause, either party reserves the right to terminate this agreement after giving ten (10) days written notice to the other. Graphic Solutions shall be paid for services and reimbursables incurred under this contract up to the date that such written notice is received, but not to exceed the agreed upon design fee.

Title to all work provided by us shall remain in the Seller until all payments are made as stipulated. All payments are payable at the office of Graphic Solutions, Ltd., 2952 Main Street, San Diego, CA 92113, within thirty days of client's receipt of invoice. Should default be made in payment of any installment, the whole sum shall become due at option of Seller. In the event Seller shall employ an attorney to recover work provided, or collect on sums due under this agreement, Buyer agrees to pay in addition to all sums found due from Seller, a reasonable attorney's fee. All overdue payments under this agreement shall be subject to a service charge at the rate of one and one-half percent (1-1/2%) per month.

For:		For:	GRAPHIC SOLUTIONS, LTD
By:		By:	
			Simon Andrews
Date:		Date:	

**EXHIBIT "B"**

**SPECIAL REQUIREMENTS**

**Not Applicable**

**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

City agrees to compensate Consultant for the services outlined in Exhibit "A" not to exceed the sum of \$11,340.00. Consultant shall be paid within thirty (30) days after City's receipt and approval of an invoice submitted by Consultant. Such invoice shall be in a form approved by the City Manager and shall include details as to the number of hours worked and the services performed. Consultant shall be paid for actual work completed on the project.

CITY COUNCIL/  
AGENDA SUBMITTAL

**Meeting Date: November 29, 2016**

**SUBJECT:** Water Education Services Inc., Contract

**REQUESTED ACTION:** That the City Council approve the professional services agreement with Water Education Services for required State regulatory program management of backflow certification and collection system reporting.

**CONTACT:** Daryl Hartwill, Assistant Director of Public Works

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**BACKGROUND/DISCUSSION:** For the past 6 years, Water Education Services Inc, (WES) has provided program support to the city in maintaining required certification for City wide backflow devices and Sanitary Sewer Overflow reporting. WES is a private corporation specializing in water and wastewater regulations that require monthly and annual reporting of data and continued compliance. WES has worked with local, state and federal regulatory agencies for over 30 years and provides in-depth statistical support to the City with proven cost savings methodology.

The estimated total cost for the proposed scope of work by WES is \$48,000. Staff recommends that the City Council approve a professional services agreement in an amount not to exceed \$48,000.

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**BUDGET (or FISCAL) IMPACT:**

The recommended contract is sufficiently budgeted in Fiscal 2016-2017 Water Operations and Sewer Operations for the agreement of services above listed above.

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**Reviewed by:**

City Attorney  
Assistant City Manager 

**Attachments:**

**Consent:**

## CITY OF PERRIS

### CONTRACT SERVICES AGREEMENT FOR

#### City of Perris Cross Connection Control Program Administration

This Contract Services Agreement ("Agreement") is made and entered into this 3rd day of October, 2016, by and between the City of Perris, a municipal corporation ("City"), and Water Education Services, Inc. , a California Corporation ("Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

#### 1.0 SERVICES OF CONSULTANT

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

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

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

#### 2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of Forty Eight Thousand dollars (\$48,000.00) ("Contract Sum").

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

### 3.0 COORDINATION OF WORK

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

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

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

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

### 4.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

#### 4.2 Indemnification.

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

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

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

## **5.0 TERM**

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until June 30<sup>th</sup> 2017.

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

## **6.0 MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

ATTEST:

"CITY"  
CITY OF PERRIS

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

By: \_\_\_\_\_  
Richard Belmudez, City Manager

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

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

"CONSULTANT"  
WATER EDUCATION SERVICES, INC., a  
California Corporation

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

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

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

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

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

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

**Scope of Services (Attachment A)**

**A. City of Perris Water System Cross Connection Control Program.**

1. Water Education Services Inc., will provide Qualified Staff who are familiar with all of the competency requirements for maintaining a "Cross Connection Control Program" as described in Title 17 Sections 7584-7605 of the California Code of Regulations and who are able to fulfill the Administrative Functions on behalf of the City for its Water System Cross Connection Control Program.
2. Water Education Services (WES) will during July of each year conduct a "Water System Cross Connection Survey" which will include a Comprehensive Audit of all Backflow Prevention Assembly's (Backflows) that are owned by the City or Commercially Owned and supplied by City Water service or within the City's Water Systems identified as City of Perris Water System and North Perris Water System.

The Audit will identify the make, model and serial number and intended use for all Backflows and determine if there are any potential cross connections or hazards found. Any determination of potential cross connections will immediately be documented and reported to the City for further advice.

WES will photograph and maintain a file on each Backflow that is attributed to each water user being regulated within the City's water systems or a City Backflow within Eastern Municipal Water District. (EMWD).

3. WES will coordinate with EMWD staff on a Monthly basis to ensure all testing of City Owned Backflows within the EMWD water system's jurisdiction are completed within the calendar month required for testing.
4. WES will ensure that all City Owned Backflows within the City Water System Are Annually Certified and Maintained in compliance with State Regulations and Local Ordinance's.
5. WES will notify all Commercial Water Account Users of required testing and maintenance of Backflow Prevention Devices (Backflows) on their premises which are within the City Water System.
6. WES will on behalf of the City and upon approval from City Staff prepare for City Signatures Notices to customers of any Non Compliance with Backflow Requirements.

7. WES will maintain communication with the Contract Water Provider Severn Trent Environmental Services (Severn Trent) staff in ensuring that all New Water services are reviewed for any required Backflow in compliance with the City Ordinances.
8. WES will maintain and retain all records of this Program in both a Hard Copy File format and in Electronic Format within the Public Works Facility for review by the City or by the State Board Sanitary Survey Inspection Staff.
9. WES will conduct all requirements of this Scope of Services in a continuous progressive manner and will complete within One Year of acceptance of this proposal.
10. WES will attend all progress report meetings as required by City pertaining to this program.
11. WES will continue to assist the City of Perris with water and wastewater compliance requirements of the State and Federal regulatory standards as needed.

**EXHIBIT "B"**

**SPECIAL REQUIREMENTS**

[None]

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Total Fixed Cost for this scope of services will be \$48,000.00 (Forty-Eight Thousand Dollars) per Annum. Payable in Twelve Monthly Installments of \$ 4,000.00 (Four Thousand Dollars).

WES will issue an Invoice to the City of Perris by the first working day of the Month for services rendered for the month prior to the date of the invoice.

CITY COUNCIL  
AGENDA SUBMITTAL

Meeting Date: November 29, 2016

**SUBJECT:** Award of Bid to Principle Contracting Inc., for the construction of Phase I of the Perris Valley Storm Drain Channel Trail Project

**REQUESTED ACTION:** That the City Council award a contract to Principle Contracting Inc. for a total bid amount of \$1,479,932 for the construction of the Perris Valley Storm Drain Channel Trail Project; and that the City Council appropriate \$200,000 from Traffic DIF and \$232,932 from General Fund reserves for construction management and contingency for a total budget of \$1,634,932

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

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**BACKGROUND:**

The City of Perris has been awarded \$1,202,000 in grant funds through the ATP Program to construct a 4.3 mile multi-purpose trail on the Perris Valley Storm Drain Channel, between the northerly border of Perris, south to Nuevo Street. The City Council previously approved and awarded a contract to Community Works Design Group for the development of design and construction documents for the PVSD Channel Trail. Portions of this 4.3 mile multi-purpose trail will be constructed by developers as their condition of the approval for the segments of the trail abutting their property. The remaining portion was publicly bid out for construction. This portion of the trail scope of work includes construction of a 2.4 mile multi-purpose trail consisting of a bike and pedestrian path on the Perris Valley Storm Drain Channel with amenities including landscaping, irrigation, fencing, signage, and at grade crossings at Ramona Expressway, Rider, and Orange Avenue, and miscellaneous related improvements.

The PVSD Trail was let out for public bid on October 26, 2016. The base bid price included construction of the trail and separately included alternate bid pricing for planting and irrigation. Bids from a total of six bidders were received through ActiveBidder on November 17, 2016. Bids ranged from a low of \$1,479,932 to the highest bid at \$1,894,503 as shown in the attached bid summary. The low bid was submitted by Principles Contracting, Inc., at \$1,241,180 base bid and \$238,752 for the alternate bid items for a grand total of \$1,479,932. The primary funding source for this project is from the Active Transportation Program (ATP) and is the first phase of a multipurpose trail on the Perris Valley Storm Drain Channel. Funding for future phases of the trail is dependent on the City's ability to complete construction of the first phase of the project. Staff is currently applying for grant funds to complete future phases, and the construction of the first phase will increase the likelihood of an award of grant funding for future phases. Although the low bid is greater than the available grant funds for this project, staff recommends that the City Council appropriate funds from Traffic Developer Impact Fees and General Fund reserves to award a contract for the first phase.

References provided by Principle Contracting Inc., were contacted and the contractor's work was found to be satisfactory. It is recommended that the City Council award a contract to Principle Contracting Inc., for \$1,241,180 base bid and \$238,752 for the alternate bid items for a grand total of \$1,479,932, for the construction of the Perris Valley Storm Drain Channel Trail Project Phase I.

It is also recommended that the City Council award a contract to Pacific Code Compliance not to exceed \$77,000 for construction management/prevailing wage monitoring (proposal attached with this report). Construction contingency is also recommended at 5% of the total contract amount or \$75,000. The total budget for Phase I will be \$1,634,932.

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**BUDGET (or FISCAL) IMPACT:** Funding for this Project is included in the Fiscal Year 2016-2017 budget totaling \$1.2 million for CIP #P007. There are unallocated Traffic DIF funds available and staff recommends that the City Council appropriate \$200,000 from Traffic DIF for this project. It is further recommended that the City Council appropriate \$232,932 from General Fund reserves to make up the total budget of \$1,634,932.

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Reviewed by:

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

Finance Director \_\_\_\_\_

Attachments – Bid summary

Proposal from Pacific Code Compliance for construction management

Consent: **X**

Public Hearing:

Business Item:

Perris Valley Storm Drain Channel Trail Project

Post Date: 10/27/2016 16:37 PDT

Due Date: 11/17/2016 before 17:00 PST

Estimated Value: \$1,100,000

## Results / 6 total

#	Name	Company	Address	Phone	Amount	Submitted	Status
1	Glover, Bud	Principles Contracting, Inc	1760 Mariborough Ave Riverside, CA 92507	951-367-0770	\$1,479,932	11/17/2016 16:45:42	Apparent Low Bidder
2	Luer, Mark	All American Asphalt	400 E 6th St. Corona, Corona 92878-2229	(951) 736-7600	\$1,515,491	11/17/2016 15:56:57	
3	Monroe, Kathy	IO Environmental and Infrastructure, Inc.	2840 Adams Avenue 301 San Diego, CA 92116	619-280-3278	\$1,562,066.27	11/17/2016 16:36:33	
4	PESSA, CHARLIE	SULLY-MILLER CONTRACTING COMPANY	135 SOUTH STATE COLLEGE BLVD 400 BREA, CA 92821	7145789600	\$1,696,373	11/17/2016 15:53:13	
5	Jingeuzian, Lara	Environmental Construction, Inc.	21550 Oxnard St, #1050 Woodland Hills, CA 91367	8184498920	\$1,837,857.4	11/17/2016 16:33:03	
6	Carrillo, Erica	Hillcrest Contracting, Inc.	1467 Circle City Dr. Corona, CA 92879	951-273-9600	\$1,894,503.4	11/17/2016 16:52:49	

## Perris Valley Storm Drain Channel Trail Project

Post Date: 10/27/2016 16:37 PDT

Due Date: 11/17/2016 before 17:00 PST

Estimated Value: \$1,100,000

## 1. Apparent low bidder details for: Glover, Bud / Principles Contracting, Inc

## 1) Perris Valley Storm Darin Channel Trail Project

Item	UM	Qty	Unit Pricing	Item Total	
<b>GENERAL REQUIREMENTS</b>					
1	Mobilization, Bonds & Insurance	LS	1	\$150,000	\$150,000
2	Water Pollution Control / SWPPP	LS	1	\$20,000	\$20,000
3	Demolition, Clearing & Grubbing	LS	1	\$20,000	\$20,000
4	Fence / Gate Removal	LS	1	\$14,000	\$14,000
5	Excavation	LS	1	\$20,000	\$20,000
6	Fine Grading	LS	1	\$20,000	\$20,000
7	Earthwork	LS	1	\$27,000	\$27,000
				Subtotal	\$271,000
<b>TRAFFIC IMPROVEMENTS</b>					
1	Traffic Control Measures	LS	1	\$20,000	\$20,000
2	HAWK Traffic Signal Complete - Rider Street	EA	1	\$80,000	\$80,000
3	HAWK Traffic Signal Complete - Orange Avenue	EA	1	\$80,000	\$80,000
4	Striping - Rider Street	LS	1	\$6,000	\$6,000
5	Striping - Orange Avenue	LS	1	\$6,000	\$6,000
				Subtotal	\$192,000
<b>STREET CROSSINGS</b>					
1	Curb Ramp Per City Std. 403	EA	5	\$2,500	\$12,500
2	4" Thick PCC Sidewalk Widening -Ramona Expressway	SF	3,620	\$10	\$36,200
3	Solar Powered Street Light	EA	2	\$12,500	\$25,000
				Subtotal	\$73,700
<b>TRAIL CONSTRUCTION</b>					
1	Asphalt Paving (2" W/ 3" Base)	SF	125,310	\$1.5	\$187,965
2	Decomposed Granite Recovery Zone (2' Width)	SF	25,062	\$2	\$50,124
3	3" Stabilized Decomposed Granite Trail	SF	62,655	\$2	\$125,310
4	Concrete Mowcurb (6" x 12")	LF	12,531	\$12	\$150,372
5	1" Minus Rock Gravel	SF	2,215	\$32	\$70,880
6	Gravel - Self Retaining Areas	CY	1,247	\$50	\$62,350
7	Trail Striping 3 Lines (Centerline, Shoulders)	LF	12,531	\$1	\$12,531

Perris Valley Storm Drain Channel Trail Project

Post Date: 10/27/2016 16:37 PDT

Due Date: 11/17/2016 before 17:00 PST

Estimated Value: \$1,100,000

1. Apparent low bidder details for: Glover, Bud / Principles Contracting, Inc

1) Perris Valley Storm Darin Channel Trail Project

Item	UM	Qty	Unit Pricing	Item Total
8 Trail Striping (Cyclist Emblem & Arrow)	EA	22	\$27	\$594
9 PVC Split Rail (2-Rail)	LF	1,046	\$19	\$19,874
10 Chain Link Fence - 6'	LF	40	\$87	\$3,480
11 Removable Bollard	EA	7	\$2,000	\$14,000
12 Information Board	EA	1	\$2,000	\$2,000
13 Trail Maker	EA	2	\$500	\$1,000
14 Trash Receptacles	EA	4	\$1,000	\$4,000
<b>Subtotal</b>				<b>\$704,480</b>

ALTERNATE BID ITEMS- The Bidder Must Provide A Cost For Each Alternate Bid Item

Subtotal

IRRIGATION

1 Conventional Drip Areas	SF	25,734	\$5	\$128,670
2 Hardline Drip Areas	SF	1,000	\$20	\$20,000
3 Tree Bubblers	EA	64	\$300	\$19,200
4 Master Valve (2")	EA	1	\$1,000	\$1,000
5 Flow Meter (1")	EA	1	\$554	\$554
6 Backflow Preventer (1")	EA	1	\$2,000	\$2,000
7 Calsense 24 St. Controller	EA	1	\$15,000	\$15,000
8 Metered Pedestal	EA	1	\$4,000.1	\$4,000.1
<b>Subtotal</b>				<b>\$190,424.1</b>

PLANTING

1 Soil Prep / Fine Grading	SF	26,734	\$0.25	\$6,683.5
2 Weed Abatement	SF	26,734	\$0.1	\$2,673.4
3 Shrubs (1 Gal)	EA	880	\$12	\$10,560
4 Shrubs (5 Gal)	EA	350	\$30	\$10,500
5 Trees (15 Gal)	EA	64	\$125	\$8,000
6 Wood Mulch (3" Layer)	CY	257	\$23	\$5,911
7 90 Day Maintenance Period	LS	1	\$4,000	\$4,000
<b>Subtotal</b>				<b>\$48,327.9</b>

Perris Valley Storm Drain Channel Trail Project

Post Date: 10/27/2016 16:37 PDT

Due Date: 11/17/2016 before 17:00 PST

Estimated Value: \$1,100,000

1. Apparent low bidder details for: Glover, Bud / Principles Contracting, Inc

1) Perris Valley Storm Darin Channel Trail Project

Item	UM	Qty	Unit Pricing	Item Total
<b>Project Total</b>				<b>\$1,479,932</b>

Subcontractor Information for: Glover, Bud / Principles Contracting, Inc

Subcontractor	License #	Portion	Amount
1 Hemet Fence 25959 Juniper Flats Road Homeland, Ca	1000432	Fencing	\$41,241.1
2 Superior Pavement Markings, Inc 650 E. First St Beaumont, CA 92223	776306	Pavement Markings	\$20,440.11
3 Western Paving Constructors, Inc. 15533 E. Arrow Highland Irwindale, CA	639093	Asphalt Paving	\$155,384.4
4 Earth Movers Grading & Excavating 18660 Gentian ave. Woodcrest, CA	602408	Earthwork - Grading	\$53,970
5 Los Angeles Signal Construction, Inc. 155 N. Eucla San Dimas , CA	858974	Electrical	\$169,900

# Pacific Code Compliance

**David Martinez**  
**Principal**



**November 5, 2016**

*Mr. Darren Madkin*  
*Deputy City Manager*  
*101 North "D" Street*  
*Perris, CA. 92570*

## Pacific Code Compliance

### **Proposal: Perris Valley Storm Drain Channel Trail Project– Project Management Services and Davis Bacon Prevailing Wage Oversight**

Pacific Code Compliance (PCC) offers professional assistance in the form of Project Management Services, and Prevailing Wage Oversight for the proposed "Perris Valley Storm Drain Channel Project" for the City of Perris. The program services may include the assistance with the day to day Project Management efforts and Prevailing Wage Oversight for this project. This would include working closely with the Developer, the Architect of Record and with City staff to ensure the proposed project meets the minimum code standards, approved plans, bid documents and specifications as well as all project established deadlines.

#### Scope of Services – The scope of services for this project will include the following:

1. Project Management Services
2. Coordinate with City staff and Inspector as necessary during construction.
3. Attend pre-construction meeting with all parties and with the Architect of Record.
4. Assist with the interpretation and clarification of code related items if requested.
5. Review product submittals and shop drawings submitted by the contractor and coordinate with the Architect of record for these items...
6. Participate in the weekly or by-weekly construction meetings.
7. Coordinate with all parties by telephone, fax and e-mail as necessary.
8. Review, comment and process on all proposed progress payments submitted by the contractor.
9. Review, comment and process on all proposed change orders submitted by the contractor for this proposed project.

10. Assist with the processing of all the required third party testing materials, comment and process all proposed change orders and time extensions requested by the contractor.
11. Respond to the contractors Request for Information (RFI's) and other questions during the project construction and coordinate with the Architect of record.
12. Provide general direction to the contractor for the project construction.
13. Review and process all materials and field testing, i.e. concrete cylinders, compaction reports, etc.
14. Coordinate with City staff, County Flood Control, Water Company, SCE and the Gas Company as necessary.
15. Conduct substantial completion inspection, along with the Architect of record, at the request of the City and Contractor and prepare punch list.
16. Monitoring of the prevailing wage – Davis Bacon Issues on behalf of the City
17. Monitor and review certified payroll submitted by the contractor.
18. Perform on site interviews for prevailing wage compliance of all contract and sub-contract employees.

Program Design/ Implementation and City Council Approval – PCC will meet with City staff to assist with the implementation of this project. PCC will work towards goals which meets the specific needs of the community as well as maintaining City Council goals. PCC staff offers past experience working as a Project Manager for the City of Perris. PCC staff is available to present program information and guidelines for City Council's review and approval on an as needed basis.

Program Forms and Manuals – PCC will customize all necessary forms and documents such as program manuals, recordable instruments, Daily Logs and third party forms based on the individual agency needs and as required by the City.

Estimated Hours – PCC estimates that the initial start up of the program will take between 5 to 6 hours a day for the first couple of weeks of construction. After the initial start up of the construction project, then it is estimated that the weekly working hours to properly maintain the project will come down to on the average to about 20 hours a week or 4 to 5 hours per day Monday through Thursday as necessary to provide the Project Management services, and on Friday's if required. The total estimated cost to provide the Project Management Services for the 180 day period or Actual working days minus the weekends and approved Holidays is estimated to be \$67,000.00. PCC also understands and agrees to the limited amount of monthly funds that are available to work on the program for the City. *Friday work days will only be utilized if necessary and as required for the project and only as approved by the City.*

*The request to also review and monitor the prevailing wage – Davis Bacon payroll records is estimated to be around Two to Three (2 to 3) additional hours per week at a minimum. This will include the weekly interviews of the contract employees as well as attending any of the required weekly meetings, tracking all the payroll records and maintaining all the required files. The total estimated additional costs to provide the prevailing wage – Davis Bacon services for the 36*

*weeks, or 108 hours of construction is estimated to be an additional \$9,800.00 and is based on a charge of \$90.00 an hour (reduced rate) at Three (3) additional hours per week.*

*The new proposed total costs estimate for PCC to perform all the required services for the City of Perris is \$67,000.00 (Project Management Services) + \$9,800.00 (Prevailing Wage Services) = \$76,800.00 Plus Mileage charges at .59 cents per mile.*

Hourly Rate - PCC's normal hourly rate for these services is \$100.00 an hour However for this specific project PCC is suggesting a reduced rate of \$90.00 an Hour.

Mileage Rate – PCC's proposed Mileage rate for this project is .59 cents per mile for those miles driven that are directly related to this project.

Estimated Construction Time Period – PCC understands that the estimated construction time frame for this project is 180 working days excluding weekends and approved Holidays. PCC also understand that this project is a prevailing wage project for the City of Perris.

Proposed Starting Dates: *PCC understands that the proposed Mandatory Pre-Bid Meeting is scheduled for November 9, 2016 at 11:00 AM on site. That the bid opening date is scheduled for June 28, 2012, that the expected Bid Award date is for November 17, 2016, the Expected Bid Award Date is November 29, 2016 and that the mandatory starting date is set for December 19, 2016. PCC is prepared to meet these dates.*

If you have any questions or require any additional information, please feel free to contact me at anytime at 909-583-1579.

Sincerely



David J. Martinez

Principal

P. O. Box 8713

Redlands, CA. 92375

CITY COUNCIL  
AGENDA SUBMITTAL

**Meeting Date:**

**SUBJECT:** Contract with West Coast Arborists for City Wide maintenance of the urban forest

**REQUESTED ACTION:** Approve award of contract for a two-year base period and up to two, one-year additions for a not to exceed of four years.

**CONTACT:** Daryl Hartwill, Assistant Director of Public Works

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**BACKGROUND/DISCUSSION:** In 2012, the City undertook various actions relating to the management of its Urban Forest, including developing a Request for Bid for Urban Forest Maintenance Services to include development of a tree-trimming program that will permit the trees to be trimmed on a three- to five-year trimming cycle, based on the species and growth habits of the trees within a park, Benefit Zone or community.

The current contract with West Coast Arborists expired at the end of October 2016. On May 9, 2016, the City received a letter from West Coast Arborists (Attachment 1) indicating that due to actions by the California Department of Industrial Relations relating to prevailing wage decisions for Tree Maintenance Laborer (Attachment 2) WCA has proposed an increase in the costs of tree maintenance of 30% to reflect the increased costs of doing business.

In lieu of the City issuing a separate Request for Proposal, the City is instead recommending that a new two-year plus two, one-year options for a maximum of four years contract be issued.

WCA has provided tree management services to over 200 jurisdictions and agencies throughout California, and has an excellent reputation for services. Staff is recommending award of a two-year base contract with two, one-year options for a total of four years. Trimming services would be managed through the Public Works Department as it currently is.

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**BUDGET (or FISCAL) IMPACT:**

Staff is proposing that the current budget of \$222,300.00 remain fixed for the next two fiscal years. Funds for this effort are currently available in the Integrated Waste Management Fund.

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Reviewed by:

City Attorney  
Assistant City Manager



**CITY OF PERRIS  
PUBLIC WORKS CONTRACT FOR  
MAINTENANCE OF CATCH BASINS AND STORM DRAIN SYSTEMS  
(Specification No. #FCGF 1-2016-17-02)**

THIS PUBLIC WORKS CONTRACT (herein "Agreement") is made and entered into this 16 day of December, 2016, by and between the CITY OF PERRIS, a municipal corporation, (herein "City") and WEST COAST ARBORISTS, INC., (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

**1.0 SERVICES OF CONTRACTOR**

**1.1 Contract.**

The complete contract includes all contract documents, and Attachment 1 (letter dated May 9, 2016) which are incorporated by this reference as though set forth in full herein.

**1.2 Scope of Services.**

In compliance with all of the terms and conditions of this Agreement, the Contractor shall furnish all tools, equipment, services, apparatus, facilities, transportation, labor, building/encroachment permits, disposal and materials, necessary and reasonably incidental to perform various tree maintenance services as set forth in Contractor's letter dated May 9, 2016. Contractor warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

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

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

**1.4 Licenses, Permits, Fees and Assessments.**

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

**1.5 Additional Services**

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

## **2.0 COMPENSATION**

### **2.1 Contract Sum.**

For the services rendered pursuant to this Agreement, the Contractor shall be compensated, except as provided in Section 1.5, the sum of two hundred, twenty-two thousand, three hundred 00/100 dollars (\$222,300.00), for years one and two of the agreement; but not exceeding the maximum contract sum of four hundred, forty-four thousand, six hundred and 00/100 dollars (\$444,600.00) over the two year term of this Agreement (herein "Contract Sum"), except as provided in section 1.5

### **2.2 Method of Payment.**

City agrees to pay and Contractor agrees to accept in full consideration for the performance of the work of this Agreement the Contract Sum, subject to additions and deductions as provided in Section 1.5, in accordance with the following provisions:

#### **(a) Unconditional Waiver and Release.**

A performance, payment and materials bond will not be required. However, the Contractor shall sign and submit an Unconditional Waiver and Release (Claim Release Form), to the City, upon progress and final payments.

#### **(b) Progress and Final Payments.**

Contractor shall submit to the City, and invoice for services rendered prior to the date of the invoice. Upon receipt and approval of invoice by the City, City shall pay Contractor within a reasonably prompt manner consistent with City's normal procedures for payable

accounts, but not to exceed thirty (30) days from date received by City, unless otherwise directed by the Contract Officer. Upon completion of the work by the contractor, a final inspection shall be made by the City.

### 2.3 Retention of Funds.

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

## 3.0 COORDINATION OF WORK

### 3.1 Representative of Contractor.

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

### 3.2 Contract Officer.

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

### 3.3 Prohibition Against Subcontracting or Assignment.

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

### 3.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an

independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way for any purpose become or deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise of Contractor.

#### **4.0 INSURANCE, INDEMNIFICATION AND BONDS**

##### **4.1. Insurance.**

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

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

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

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

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

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

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

#### 4.2. Indemnification.

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

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

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

#### 4.3 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition

of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or designee of the City due to unique circumstances. In the event the City's Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 4 may be changed accordingly upon receipt of written notice from the City's Risk Manager or designee; provided that the Contractor shall have the right to appeal a determination of increased coverage by the City's Risk Manager to the City Council within ten (10) days of receipt of notice from the City's Risk Manager.

## **5.0 TERM**

### **5.1 Term**

Unless earlier terminated in accordance with 5.4 below, this Agreement shall commence on December 15, 2016 and continue in full force and effect until December 14, 2018. The two-year contract period may be renewed annually for up to a maximum of two additional one year periods by mutual agreement between City and Contractor, subject to the approval by the City Council.

### **5.2 Time For Completion and Liquidated Damages.**

Contractor 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, generally accepted to be twenty (20) calendar days from receipt of written or verbal authorization, written work order or verbal direction of the Contract Officer. It is expressly agreed that, except for extensions of time duly granted in writing by the Contract Officer or City Manager and for reasons authorized in this Agreement, time shall be of the essence, and contractor shall be held responsible for liquidated damages in a sum equal to \$500.00 (five hundred and 00/100 dollars) for each and every day after permitted time if the work is not completed to the city's satisfaction.

### **5.3 Force Majeure.**

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

#### 5.4 Termination for Default of Contractor.

If the Contract Officer determines that the Contractor is in default due to the Contractor's failure to fulfill its obligations under this Agreement, City will give Contractor a written Notice of Default which will be served personally on the Contractor's representative or sent via U.S. First Class Mail to the Contractor at the address set forth in Section 8.1. The Contractor shall continue performing its obligations hereunder so long as the Contractor commences to cure such default within ten (10) calendar days of service of such notice and completes the cure of such default within forty-five (45) calendar days after service of the notice, or such longer period as may be permitted by the City; provided that if the default is an immediate danger to the health, safety and general welfare, the City reserves the right to not notify the Contractor of the default and to take any and all action that may be necessary to cure the default.

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

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

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

#### 5.5 Termination Prior to Expiration of Term.

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

#### 5.6 Resolution of Contractor Construction Claims.

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

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

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

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

### **6.1 Non-liability of City Officers and Employees**

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

### **6.2 Conflict of Interest**

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

## **7.0 NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

### **7.1 Covenants Against Discrimination**

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

#### **Statement of Equal Opportunity Clause**

- (a) Contractor will not discriminate against any employee or applicant for employment because of race, color religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are

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

#### 8.4 Payroll Records

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

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

#### 8.5 Prevailing Wages

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

#### 8.6 Working Hours Restriction and Penalties For Non-Compliance

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

of \$50.00 (fifty and 00/100 dollars) for each and every day a worker is employed in violation of said working hours restrictions and overtime compensation provisions.

#### 8.7 Employment of Apprentices

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

#### 8.8 Interpretation

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

#### 8.9 Integration; Amendment

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

#### 8.10 Severability

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

#### 8.11 Corporate Authority

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

[END – SIGNATURE PAGE FOLLOWS]

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

**CITY:**

CITY OF PERRIS,  
a municipal corporation

---

Richard Belmudez, City Manager

**ATTEST:**

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Nancy Salazar, City Clerk

APPROVED AS TO FORM:  
Aleshire & Wynder, LLP

---

Eric L. Dunn, City Attorney

**CONTRACTOR:**

WEST COAST ARBORISTS, INC.,

---

Patrick Mahoney, President

[END OF SIGNATURES]

**ATTACHMENT 1**

**Tree Maintenance Services Agreement  
Letter dated May 9, 2016**



May 9, 2016

City of Perris  
**ATTN: Greg Zoll, Parks Service Manager**  
1015 South G Street  
Perris, CA 92570

**RE: TREE MAINTENANCE SERVICES AGREEMENT**

Dear Mr. Zoll,

Throughout the past eight years, West Coast Arborists, Inc. (WCA) and the City of Perris have forged a very productive and cohesive working relationship. Together our organizations have endured both good and bad times with the ever fluctuating economy of our state. Despite current economic trends; the integrity, health and preservation of the City's urban forest remains our common goal.

For many years, union organizations debated with the State's Department of Industrial Relations (DIR) and our firm that the work we performed for public agencies consisted of construction work and therefore, they demanded that we pay our field employees construction laborer rates which averaged between \$40-\$50 per hour.

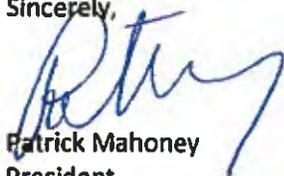
After much careful thought, WCA agreed to enter into a Collective Bargaining Agreement (CBA) with the Laborers Union on June 1, 2015. Subsequently, on August 22, 2015, a new prevailing wage determination was issued by the DIR. The new rates stem from our CBA with the Laborers Union and although not as high as the construction laborers rates as originally proposed by the DIR; they are, however, more than the wages for Landscape Maintenance Laborer.

There are benefits to the new prevailing wage; it will allow the cities to continue to afford contracted tree maintenance services at a reasonable cost, help support the State's initiative to increase the lower tiered wages, provide a decent wage for the municipal tree care industry, and allow us to continue to operate at a competitive rate.

However, the new prevailing wages are higher than previously used and will increase beyond the Consumer Price Index beginning July 1, 2016. The new wage classification includes pre-determined wage increases for the next three (3) consecutive years. **Based on this development, WCA respectfully requests a price adjustment of 30% to help offset these imposed wage rates beginning July 1, 2016.**

We appreciate your ongoing efforts to make this Agreement successful for both parties. Should you have any questions, or require additional information please do not hesitate to contact me at (800) 521-3714.

Sincerely,



Patrick Mahoney  
President

# City of Perris

## Proposed Price Schedule for Fiscal Year 2016-2017

Tree Maintenance Services  
West Coast Arborists, Inc.

Item	Description	Unit	Current Prices	Proposed 2016-2017 Prices
1	Grid Tree Trimming	Each	\$ 45.00	\$ 59.00
2	Tree Raising	Each	\$ 24.00	\$ 31.00
3	Service Request Trimming 0-6"	Each	\$ 45.00	\$ 59.00
4	Service Request Trimming 7-12"	Each	\$ 95.00	\$ 124.00
5	Service Request Trimming 13-18"	Each	\$ 95.00	\$ 124.00
6	Service Request Trimming 19-24"	Each	\$155.00	\$ 203.00
7	Service Request Trimming 25-30"	Each	\$155.00	\$ 203.00
8	Service Request Trimming over 31+"	Each	\$155.00	\$ 203.00
9	Tree and Stump Removal	Inch	\$ 20.00	\$ 26.00
10	Tree Only Removal	Inch	\$ 15.00	\$ 19.50
11	Stump Only Removal	Inch	\$ 7.00	\$ 9.00
12	Plant 15 gallon tree w/out RB	Each	\$ 95.00	\$ 124.00
13	Plant 15 gallon tree with RB	Each	\$110.00	\$ 144.00
14	Plant 24-inch Box tree w/o RB	Each	\$190.00	\$ 249.00
15	Plant 24-inch Box tree with RB	Each	\$215.00	\$ 281.50
16	Plant 36-inch Box tree w/out RB	Each	\$475.00	\$ 622.00
17	Plant 36-inch Box tree with RB	Each	\$500.00	\$ 655.00
18	Plant 48-inch Box tree w/o RB	Each	\$875.00	\$ 1,146.00
19	Plant 48-inch Box tree with RB	Each	\$900.00	\$ 1,179.00
20	Root Pruning/Root Barrier Installation 12" or 18"	Linear Foot	\$ 12.00	\$ 15.75
21	GPS Tree Inventory	Per tree site	\$ -	\$ -
22	Tree Injection	Each	\$ 25.00	\$ 32.75
23	Crew Rental - 3 man crew	Hourly	\$168.00	\$ 219.00
24	Emergency Crew Rental	Hourly	\$240.00	\$ 312.00
25	Arborist Services (Report Writing)	Hourly	\$ 80.00	\$ 105.00
26	Specialty Equipment	Hourly	\$120.00	\$ 157.00
27	Specialty Equipment - after hours	Hourly	\$120.00	\$ 157.00
28	Certified Consulting Arborist	Day	\$150.00	\$ 196.00

Proposed prices reflect a 30% increase to offset the State mandated prevailing wage for Tree Maintenance Laborer.

Current Prices have been in place since 2012.

## DEPARTMENT OF INDUSTRIAL RELATIONS

Office of the Director – Research Unit  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603  
CA 94142-0603



## PREDETERMINED INCREASE FOR

**TREE MAINTENANCE (LABORER) (SC-102-X-20-2015-2)**

IN ALL LOCALITIES WITHIN IMPERIAL, INYO, KERN, LOS ANGELES,  
MONO, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS  
OBISPO, SANTA BARBARA, AND VENTURA COUNTIES

This predetermined increase for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after **September 1, 2015** until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination which was in effect on the bid advertisement date of a project has a single asterisk (\*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (\*\*) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

**TREE MAINTENANCE (LABORER):**

Determination SC-102-X-20-2015-2 is currently in effect and expires on June 30, 2016\*\*.

**Effective July 1, 2016**, there will be an increase of \$2.25 to Health and Welfare, \$0.75 to Pension, and \$0.65 to be allocated to wages and/or fringe benefits.

**Effective July 1, 2017**, there will be an increase of \$1.00 to be allocated to wages and/or fringe benefits.

**Effective July 1, 2018**, there will be an increase of \$1.25 to be allocated to wages and/or fringe benefits.

There will be no further increases applicable to this determination.

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Issued 8/22/2015, Effective 9/1/2015 until superseded.

This page will be updated when wage rate breakdown information becomes available.

**Last Updated:** September 1, 2015

CITY COUNCIL  
AGENDA SUBMITTAL

Meeting Date: November 29, 2016

**SUBJECT:** Boys & Girls Club of Perris fee Waiver Request for the use of the Perris Senior Center

**REQUESTED ACTION:** That the City Council consider a waiver of rental and deposit fees, totaling \$200.00, for the Boys & Girls Club of Perris event to be held on December 15, 2016 at the Perris Senior Center

**CONTACT:** Sabrina Chavez, Assistant Director of Community Services and Housing

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**BACKGROUND/DISCUSSION:**

The Boys & Girls Club of Perris has planned their Annual Holiday Party at the Senior Center on December 15, 2016, from 2pm to 7pm. The Boys & Girls Club of Perris is requesting that the City Council authorize the waiver of rental fees associated with the reservation of the Senior Center. A copy of the letter request is attached with this submittal. The total value of the requested fee waiver is \$200.00

The event will be a celebration of the joy that the organization has brought to the children of Perris. It is recommended that the City Council consider waiving rental fees for this event.

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**FISCAL IMPACT:** The requested waiver of rental and deposit fees for the Boys & Girls Club of Perris event at the Senior Center totals \$200.00.

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Prepared By: Spencer Campbell, Recreation Supervisor II *sc*

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

Attachments: Fee waiver request letter from Boys & Girls Club of Perris

Consent: X  
Public Hearing:  
Business Item:



November 18, 2016

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

**Board of Directors**  
JOSE RAMOS  
Chairman

DENISE VILLAMIL,  
Treasurer

MARTIN FLORES  
Board Member

BRADY MC CARRON  
Board Member

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

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

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

Dear City Councilmembers,

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

Boys & Girls Club will be having its Annual Holiday Party December 15, 2016. We would like to request to use the Senior Center for our Holiday Party and have the fee waived.

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

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

Sincerely,

A handwritten signature in black ink that reads "Jackie Ramos".

Jackie Ramos  
CEO Boys & Girls Club of Perris

CITY COUNCIL  
AGENDA SUBMITTAL

**Meeting Date: November 29, 2016**

**SUBJECT:** Check Register for September 2016 and October 2016

**REQUESTED ACTION:** Approve the City's Monthly Check Register for September 2016 and October 2016

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

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**BACKGROUND/DISCUSSION:**

The check register for the months of September 2016 and October 2016 are presented for City Council approval.

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**BUDGET (or FISCAL) IMPACT:** None.

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

**Consent Item:** X

**CITY OF PERRIS**  
**CHECK REGISTER**  
**September 30, 2016**

<b>CK NUMBER</b>	<b>DATE ISSUED</b>	<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
123435	9/1/2016	COUNTY OF RIVERSIDE	CODE ENFORCEMENT 6/01-6/30	56,112.63
123436	9/1/2016	ADAME LANDSCAPE, INC.	MAINT/AUG16	236.25
123437	9/1/2016	AK & COMPANY	PROFESSIONAL SERVICES SB 90	2,375.00
123438	9/1/2016	AMERIPRIDE SERVICES INC.	UNIFORM SERVICES	496.92
123439	9/1/2016	APPLEONE EMPLOYMENT SERVICES	TEMP SERVICES	674.48
123440	9/1/2016	AUTO ZONE COMMERCIAL	OIL FILTERS	6.48
123441	9/1/2016	BARNES CONSTRUCTION, INC	PAINT "STOP" LEGENDS	6,510.00
123442	9/1/2016	BILL & DAVE'S LANDSCAPE MAINTENANCE	B294 MAINTENANCE	9,160.00
123443	9/1/2016	BOYS & GIRLS CLUB OF PERRIS	PEP PROGRAM	745.00
123444	9/1/2016	CHEF LEE BURTON	CONSULTING SERVICES	850.00
123445	9/1/2016	CALIFORNIA MUNICIPAL STATISTICS, INC.	DEBT STATEMENT AS OF 6/30	425.00
123446	9/1/2016	CALOLYMPIC SAFETY	GLOVES/ETC	123.97
123447	9/1/2016	CHO DESIGN ASSOCIATES, INC	NUEVO RD BRIDGE	18,900.00
123448	9/1/2016	CORPORATE PAYMENT SYSTEM	PAYPAL/PLANNING/MICR TONER	2,155.68
123449	9/1/2016	CORPORATE PAYMENT SYSTEM	BUSINESS MEALS/CONF PARKING	118.09
123450	9/1/2016	CREATIVE PRINTING	HOLIDAY FLYERS	30.24
123451	9/1/2016	CSI INTERNATIONAL, INC	WALL CLOCK	299.81
123452	9/1/2016	STACIE DAIN	EDUCATION REIMBURSEMENT	1,500.00
123453	9/1/2016	DAN'S FEED AND SEED INC.	PROPANE/PET TREATMENT	66.20
123454	9/1/2016	DENNIS GRUBB & ASSOCIATE	PLAN CHECK SERVICES	3,075.00
123455	9/1/2016	EASTERN MUNICIPAL WATER	7/25-8/21/16	154,446.57
123456	9/1/2016	ELITE ROAD SERVICES & TIRES	TIRES	5,098.33
123457	9/1/2016	ESGIL CORPORATION	PLAN CHECK SERVICES 7/01-7/31	7,325.00
123458	9/1/2016	GALLARDOS TRANSMISSION	YARD TO HEMET FORD	180.00
123459	9/1/2016	GALLS LLC	SHOULDER PATCH	215.46
123460	9/1/2016	GENERAL MASTRIX CONSTRUCTION	BOB GLASS GYM & BLDG - SAFETY	3,600.00
123461	9/1/2016	GORM, INC.	ROLL LINERS	214.55
123462	9/1/2016	GOVERNMENT FINANCE OFFICES	2015 CERTIFICATE OF ACHIEVEMENT	505.00
123463	9/1/2016	RICH HEIDE	CABLE TIES	69.97
123464	9/1/2016	HOME DEPOT CREDIT SERVICES	WATER COOLER/BLADES/TAPE/WIRE/FIRE STA.	662.08
123465	9/1/2016	HONEYWELL GLOBAL FINANCE	ENERGY CHARGES JULY 2016	9,029.55
123466	9/1/2016	IMPERIAL SPRINKLER SUPPLY	IRRIGATION SUPPLIES	891.32
123467	9/1/2016	JOHNSON AVIATION	MARB/PROFESSIONAL SERVICES	30,231.84
123468	9/1/2016	MAMCO, INC.	NUEVO RD INTERCHANGE	95,376.39
123469	9/1/2016	MANPOWER TEMP SERVICES	TEMP SERVICES	15,903.82
123470	9/1/2016	METROPOINTE ENGINEERS	P8-1218 I-215/NUEVO RD	27,330.12
123471	9/1/2016	NAPA AUTO PARTS	BATTERY	200.25
123472	9/1/2016	PACIFIC CODE COMPLIANCE	INTERIM BUILDING OFFICIAL/JULY	6,600.00
123473	9/1/2016	ARMANDO PANCHI	MILEAGE 7/06-7/28	25.49
123474	9/1/2016	PERRIS VALLEY PRINTING CO.	PERRIS PROUD-BANNERS	944.94
123475	9/1/2016	PHOTOGRAPHY BY KELLEN MURPHY	MOVIES IN PARK	135.00
123476	9/1/2016	RACHEL PINEDO	EDUCATION REIMBURSEMENT	1,500.00
123477	9/1/2016	CANDICE QUINTERO	REFUND/T BALL	58.00
123478	9/1/2016	RB TRUCK REPAIR INC	BIT INSPECTION	135.00
123480	9/1/2016	RELIABLE WORKPLACE SOLUTIONS	OFFICE SUPPLIES	3,961.31
123481	9/1/2016	SAFETY-KLEEN CORPORATION	MODEL 26 W/STND	500.52
123482	9/1/2016	SCE	7/27-8/25/16	14,995.13
123483	9/1/2016	SENSUS METERING SYSTEMS	SOFTWARE SUPPORT	1,732.61
123484	9/1/2016	SIGMA BETA XI, INC.	JULY 2016 SERVICES	2,046.29
123485	9/1/2016	SIGNIFICA DESIGN	CITY NEWSLETTER & PERRIS GOT TALENT	5,100.00
123486	9/1/2016	SMART & FINAL	BOTTLED WATER	101.10
123487	9/1/2016	THE SoCo GROUP INC	FUEL	2,950.83
123488	9/1/2016	SOUTH COAST AQMD	CITY HALL	834.07
123489	9/1/2016	STANLEY CONVERGENT SECURITY	24 S D ST #102/COUNCIL CHMBR-SEPT	436.01
123490	9/1/2016	STATER BROS MARKETS	NEOP PROGRAM & MOM& TOTS	152.38
123491	9/1/2016	STEVE LEMON AIR CONDITIONING	CITY FACILITIES	3,797.00
123492	9/1/2016	STEWART- TITLE OF CALIFORNIA	P8-1257	5,600.00
123493	9/1/2016	STOTZ EQUIPMENT	SENSOR WIRE HARNESS	940.46
123494	9/1/2016	STRETCH FORMING CORPORATION	PEP-A COLEMAN	1,890.90
123495	9/1/2016	TRI-R GENERAL CONTRACTOR	1021 FLOREY ST/JIMBO'S TIRE-3RD DRAW	14,367.60
123496	9/1/2016	TYLER TECHNOLOGIES, INC.	ORGN CNTRCT - APP SERVICES JULY 2016	47,895.62

**CITY OF PERRIS**  
**CHECK REGISTER**  
**September 30, 2016**

<b>CK NUMBER</b>	<b>DATE ISSUED</b>	<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
123497	9/1/2016	U. S. POSTAL SERVICE	BULK POSTAGE #134	4,000.00
123498	9/1/2016	VAL VERDE GRAPHICS	PERRIS PROUD PROGRAM	1,324.50
123499	9/1/2016	VAL VERDE HIGH SCHOOL ASB	VET'S & CHRISTMAS PARADES	2,000.00
123500	9/1/2016	WEB & GRAPHIC DESIGN	PERRIS PROUD PROGRAM	50.00
123501	9/1/2016	WILLDAN FINANCIAL SERVICES	ARBITRAGE REBATE SERVICES	1,750.00
123502	9/6/2016	TONY SERNA	MURAL PROJECT	200.00
123503	9/8/2016	AAF INLAND EMPIRE	MEDIA AWARDS SEP 22	340.00
123504	9/8/2016	ANGELA'S GLASS & MIRROR	INSTALL/FRAMES	788.58
123505	9/8/2016	APPLEONE EMPLOYMENT SERVICES	TEMP SERVICES	2,406.33
123506	9/8/2016	TAMMY BIANCO	REIMB OCT 6-7TH CONFERENCE	161.96
123507	9/8/2016	CHEF LEE BURTON	SERVICES 8/29-8/31	957.00
123508	9/8/2016	ISABEL CARLOS	STAFF LUNCHEON	264.38
123509	9/8/2016	CG RESOURCE MANAGEMENT	15-05039	1,840.00
123510	9/8/2016	CINTAS FIRST AID & SAFETY	FIRST AID KIT SUPPLIES	145.92
123511	9/8/2016	CREATIVE PRINTING	DOG LICENSE FORMS	92.50
123512	9/8/2016	EASTERN MUNICIPAL WATER	7/26-8/22/16	60,464.09
123513	9/8/2016	EASTERN MUNICIPAL WATER	WHOLESALE WATER/JULY 16	1,369.00
123514	9/8/2016	ECOLINE INDUSTRIAL SUPPLY	PUTTY RAG/INSECTICIDE	1,598.26
123515	9/8/2016	EMPLOYMENT SCREENING SERVICES	CREDIT SERVICES 8/15/16	255.00
123516	9/8/2016	THE GAS COMPANY	7/28-8/26/16	282.07
123517	9/8/2016	OTILIO ALEX GONZALEZ	SR ACKNOWLEDGEMENT DAY	200.00
123518	9/8/2016	EVERETT HAMBLY IV	IT SUPPORT 8/22-9/4	1,950.00
123519	9/8/2016	IB REPROGRAPHICS	BIDDING PLANS SPECS	1,497.70
123520	9/8/2016	INLAND AUTO, BOAT & RV SALES	TEMP SERVICES	3,222.50
123521	9/8/2016	J&R CONCRETE PRODUCTS, INC	PULL BOX/COVER	75.92
123522	9/8/2016	JANUS CORPORATION	PIGEON ABATEMENT	3,993.00
123523	9/8/2016	JOSE KABEER	SEEDINGS-GARDEN	22.00
123524	9/8/2016	LAMBERT VET SUPPLY	CANINE PARVO TEST	120.99
123525	9/8/2016	LESJWA	LECL TMDL ANNL DUES	59,821.00
123526	9/8/2016	LYNN MERRILL & ASSOCIATE	INTERIM PARKS SUPPORT	4,617.20
123527	9/8/2016	MANPOWER TEMP SERVICES	TEMP SERVICES	8,359.12
123528	9/8/2016	MICHAEL J MCDERMOTT	LEAGUE OF CITIES	525.00
123529	9/8/2016	CYNTHIA MENDEZ	VISION REIMBURSEMENT	444.17
123530	9/8/2016	NPG CORPORATION	MOUNTAIN/MCPERSON	8,998.00
123531	9/8/2016	KENNETH PHUNG	PLANNING CASE PROJECTS	10,720.00
123532	9/8/2016	PREFERRED BENEFIT INSURANCE	DELTA DENTAL/AUG16	5,036.43
123533	9/8/2016	THE PRESS-ENTERPRISE	5 WEEKS-180935478	33.49
123534	9/8/2016	RIGHTWAY	COPPER CREEK	321.20
123535	9/8/2016	COUNTY OF RIVERSIDE	FY16 JUNE SLF COSTS	17,779.21
123536	9/8/2016	RIVERSIDE COUNTY RECORDER	JUNE 2016 PUBLIC SAFETY	59.50
123537	9/8/2016	RIVERSIDE COUNTY	VECTOR CTRL APR-JUN	8,751.48
123538	9/8/2016	S&P CAPITAL IQ LLC	PRS JOINT POWERS AUTHORITY	119.00
123539	9/8/2016	SCE	7/27-8/25/16	28,451.09
123540	9/8/2016	SEVERN TRENT ENVIRONMENTAL	JULY 2016 M&R FUND	95,136.47
123541	9/8/2016	SMART & FINAL	SNACKS FOR GYM	214.69
123542	9/8/2016	LAURA SOSA	FITNESS 8/30-9/03/16	1,654.50
123543	9/8/2016	SOUTHWEST HEALTHCARE SYSTEM	SART EXAM	1,800.00
123544	9/8/2016	SPARKLETTS	BOTTLED WATER	678.17
123545	9/8/2016	STATE OF CALIFORNIA	FINGERPRINT APPS/BLOOD ANALYSIS	239.00
123546	9/8/2016	STATER BROS MARKETS	NEOP PRGM	138.28
123547	9/8/2016	SUNGARD PUBLIC SECTOR INC	MAINT SEPT 2016	3,388.00
123548	9/8/2016	SYNTECH	MINI BULLET CAMERA	181.68
123549	9/8/2016	TRI-LAKE CONSULTANTS, INC	P8-1027A DUKE RBBD	76,113.85
123550	9/8/2016	VERIZON WIRELESS	7/11-8/10/16	67.79
123551	9/8/2016	VIVENT SOLAR	PERMIT REFUND	800.00
123552	9/8/2016	WESTERN RIVERSIDE COUNCIL	TUMF FEES/AUG16	342,848.71
123553	9/8/2016	WESTERN RIVERSIDE COUNTY	MSHCP FEES/AUG16	80,084.40
123554	9/8/2016	COUNTY OF RIVERSIDE	FIRE SVCS APR-JUNE	858,787.75
123784	9/15/2016	2015-3 IH2 BORROWER L.P.	UB RFND/1457 GALERIA	72.76
123785	9/15/2016	AAF INLAND EMPIRE	REG- CARLOS 9/22/16	85.00
123786	9/15/2016	ABSOLUTE SECURITY INTERNATIONAL	GUARD VARIOUS LOCATIONS	13,889.64

**CITY OF PERRIS**  
**CHECK REGISTER**  
**September 30, 2016**

<b>CK NUMBER</b>	<b>DATE ISSUED</b>	<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
123787	9/15/2016	ACCOMTEMP	TEMP SERVICES	1,555.69
123788	9/15/2016	ACTION SURVEYS	P8-1094 MONUMENT	8,540.00
123789	9/15/2016	ADAME LANDSCAPE, INC.	MAINT/JULY-AUG 2016	3,762.12
123790	9/15/2016	ALESHIRE & WYNDER, LLP	LEGAL SERVICES AUG 2016	3,285.00
123791	9/15/2016	AMERIPRIDE SERVICES INC.	UNIFORM SERVICES	1,160.34
123792	9/15/2016	AMES CONSTRUCTION	REFUND/8741690 HYDRNT METER	1,199.90
123793	9/15/2016	ANDERSON ELECTRIC	ELECTRICAL REPAIRS	12,134.00
123794	9/15/2016	ANGEL'S PATIO COVERS & AWNINGS	5 WINDOW AWNINGS	4,390.00
123795	9/15/2016	APPLEONE EMPLOYMENT SERVICES	TEMP SERVICES	934.45
123796	9/15/2016	AUTO ZONE COMMERCIAL	GATC BELT/CALIPER BRACKET/BRAKES	452.09
123797	9/15/2016	BARR DOOR, INC.	DEVELOPMENT SERVICES	1,982.73
123798	9/15/2016	BART DEL RIO'S MARTIAL ARTS	TAEKWONDO 8/18-9/13	718.55
123799	9/15/2016	BILL & DAVE'S LANDSCAPE MAINTENANCE	MAINT/AUGUST 2016	66,319.41
123800	9/15/2016	BIO-TOX LABORATORIES	BLOOD ANALYSIS	2,148.04
123801	9/15/2016	CHEF LEE BURTON	TEACHING SERVICES	315.00
123802	9/15/2016	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	21.23
123803	9/15/2016	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	75.23
123804	9/15/2016	CAMEL FINANCIAL, INC	TEEN CENTER TUTORING	1,620.00
123805	9/15/2016	ABRAHAM CAMPOS	WORK BOOTS	91.79
123806	9/15/2016	RON CARR	VISION REIMBURSEMENT	1,000.00
123807	9/15/2016	NOLAN M CARWELL	REFUND/3385 NIGHT BLOOM	20.42
123808	9/15/2016	CG RESOURCE MANAGEMENT	P8-971 FWQMP PLN CK	4,383.84
123809	9/15/2016	COAST RECREATION INC	MAY RANCH PARK	39.27
123810	9/15/2016	COLONIAL LIFE & ACCIDENT INSURANCE	BCN E8760779 AUG16	115.56
123811	9/15/2016	COSTCO WHOLESALE	PERRIS PROUD PROGRAM	81.04
123812	9/15/2016	CREASON & AARVIG, LLP	INVESTIGATIONS	3,723.31
123813	9/15/2016	CREATIVE PRINTING	TALENT SHOW/VARIOUS EVENTS FLYERS	891.00
123814	9/15/2016	DAN'S FEED AND SEED INC.	BOLTS/WASHERS/NUTS/PVC/ADAPTERS	144.01
123815	9/15/2016	DATA TICKET, INC.	DAILY CITATION/JULY16	125.28
123816	9/15/2016	DTSC - CAL000065887	BOOKS/DUES/SUBSCR	182.50
123817	9/15/2016	DUTALE, INC. DBA MCS	TERMNT FIBER OPTIC	300.00
123818	9/15/2016	EASTERN MUNICIPAL WATER	8/01-9/05/16	9,497.50
123819	9/15/2016	EMPLOYMENT SCREENING SERVICES	SVCS 8/18-8/23	220.00
123820	9/15/2016	GINA ESCOBAR	REFUND/1740 SYCAMORE	60.32
123821	9/15/2016	EWING	SKYDIVE PARK/TURF MARK/COPPER CREEK	4,315.54
123822	9/15/2016	EXPERIAN	SVCS 8/01-8/25/16	77.82
123823	9/15/2016	FASTENAL COMPANY	CABLE TIES/CLAMPS/ETC	60.23
123824	9/15/2016	FEDERAL EXPRESS CORP	EXPRESS MAIL	23.72
123825	9/15/2016	FIRST CALL	2006 CHEVY SILVERADO	371.07
123826	9/15/2016	FRANK LEIGH REAL ESTATE	REFUND/1556 PALMA BONITA	56.27
123827	9/15/2016	FRONTIER	940-4036 8/16-9/15/16	258.47
123828	9/15/2016	JOSE GARCIA	GUITAR 8/23-9/13	21.00
123829	9/15/2016	THE GAS COMPANY	8/01-9/01/16	84.64
123830	9/15/2016	ELIZABETH GOODNESS	REFUND/1556 PALMA BONITA	21.88
123831	9/15/2016	GORM, INC.	PAPER PRODUCTS/CLEAN	1,136.15
123832	9/15/2016	GRANICUS, INC.	OPEN PLATFORM/SEP16	2,060.00
123833	9/15/2016	H & H GENERAL CONTRACTOR	P8-1229 MURRIETA RD	124,142.96
123834	9/15/2016	NAMAT HASSO	REFUND/3920 BLUFF ST	73.12
123835	9/15/2016	HAULAWAY	RENT 20615 8/24-9/20	165.20
123836	9/15/2016	HD SUPPLY WATERWORKS, LTD	SMALL SUPPLIES	73.27
123837	9/15/2016	HINDERLITER DeLLAMAS & ASSOC.	SALES TAX 3RD QTR	5,115.79
123838	9/15/2016	HOME DEPOT CREDIT SERVICES	GLOVES	329.75
123839	9/15/2016	HORTICULTURAL PEST MANAGEMENT	PEST CONTROL SVCS AUG16	975.00
123840	9/15/2016	IB REPROGRAPHICS	PLANS/PERRS RIDGE	52.16
123841	9/15/2016	IE HOUSES PROPERTY MANAGEMENT	REFUND/1465 ALBILLO LOOP	56.36
123842	9/15/2016	IMPERIAL SPRINKLER SUPPLY	MORGAN ST/MAY RANCH PARK/BENEFIT ZONES	2,511.59
123843	9/15/2016	INLAND DESERT SECURITY	RM2983 SVC 10/01-10/31	730.90
123844	9/15/2016	INLAND PROPERTY SOLUTIONS	REFUND/157 E 11TH ST	94.83
123845	9/15/2016	JIM ROGERS' LOCK & KEY	DUPLICATE KEYS	10.00
123846	9/15/2016	JOLLY JUMPS	END OF SUMMER EVENT	525.00
123847	9/15/2016	LAWN TECH	TRIMMER LINE/CABLE/GARDEN HOE	382.03

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123848	9/15/2016	LEGALSHIELD	GROUP 0115834 AUG16	25.90
123849	9/15/2016	LEWIS88KEY PRODUCTIONS	END OF SUMMER-LIVE BAND	200.00
123850	9/15/2016	LOR GEOTECHNICAL GROUP INC	P8-1218 NUEVO RD	5,738.00
123851	9/15/2016	MANPOWER TEMP SERVICES	TEMP SERVICES	15,325.51
123852	9/15/2016	MARY CATHERINE OWENS	KAJUKENBO 8/24-9/17	310.10
123853	9/15/2016	MICHAEL J MCDERMOTT	ICSC EXPENSES	1,588.65
123854	9/15/2016	MONJARAS & WISMEYER GROUP	PROF SVC 7/01-8/22/16	325.00
123855	9/15/2016	MOORE FENCE COMPANY	400 WILSON AVE	16,317.68
123856	9/15/2016	LAWRENCE MORITA	SUPPLIES/PARKS	18.14
123857	9/15/2016	NAPA AUTO PARTS	JOHN DEERE BACKHOE	609.99
123858	9/15/2016	MICHELE OGAWA	ICSC EXPENSES	94.00
123859	9/15/2016	PACIFIC MH CONSTRUCTION	2464 JOHNSTON ST	7,225.25
123860	9/15/2016	ARMANDO PANCHI	MILEAGE 8/22-8/28	73.55
123861	9/15/2016	PAPER RECYCLING & SHREDDING	ON-SITE SHREDDING	45.00
123862	9/15/2016	PERRIS VALLEY PRINTING	ENVELOPES	243.17
123863	9/15/2016	PERRIS VALLEY YOUTH ASSOCIATION	BOXING MEMBERSHIP	2,500.00
123864	9/15/2016	PHOTOGRAPHY BY KELLEN MURPHY	TOTS/END OF SUMMER	900.00
123865	9/15/2016	PREBOT CONSTRUCTION	1115 NAVAJO RD	1,200.00
123866	9/15/2016	THE PRESS-ENTERPRISE	RENEWAL 5 WEEKS	20.65
123867	9/15/2016	PURCHASE POWER	POSTAGE/SUPPLIES	4,433.86
123868	9/15/2016	PVP COMMUNICATIONS, INC	HELMET BUTTON/SUPPLIES	1,136.08
123869	9/15/2016	RELIABLE WORKPLACE SOLUTIONS	DOG WASTE BAGS/6 MONTH OFFICE SUPPLIES	2,564.20
123870	9/15/2016	RCIT	APX DUAL BAND	1,027.40
123871	9/15/2016	COUNTY OF RIVERSIDE	P8-1167 FY16 7/1-12/31	6,568.11
123872	9/15/2016	SCE	8/08-9/07/16	63,805.46
123873	9/15/2016	EDUARDO SIDA	MILEAGE 8/10-8/31	50.22
123874	9/15/2016	SIGMA BETA XI, INC.	JOB TRAINER	508.58
123875	9/15/2016	SITEONE LANDSCAPE SUPPLY	CABLES/PARKS	421.20
123876	9/15/2016	SPARKLETT'S	FINANCE	154.34
123877	9/15/2016	STAFFMARK	TEMP SERVICES	1,000.35
123878	9/15/2016	THE STANDARD	LIFE/AD&D SEP 16	1,516.39
123879	9/15/2016	STATER BROS MARKETS	COUNCIL MEETING/MOM & TOTS	273.51
123880	9/15/2016	STETSON ENGINEERS INC	SALE OF WATER SYSTEM	4,821.57
123881	9/15/2016	SUNSTATE EQUIPMENT CO	CITY YARD	1,012.28
123882	9/15/2016	SWANK MOTION PICTURES, INC	MOVIE RENTALS-TEEN CTR	429.00
123883	9/15/2016	SYNTECH	PAPERLESS AGENDA/MOBILE CART	1,625.85
123884	9/15/2016	TEAMAN RAMIREZ & SMITH	PFA/PIPA/HOUSING/ANNUAL AUDIT SERVICES	39,200.00
123885	9/15/2016	TEAMSTERS LOCAL 911	UNION DUES/SEPT16	2,440.00
123886	9/15/2016	TIME WARNER CABLE	CABLE SEVERAL DEPTS- AUG-SEPT 2016	1,301.97
123887	9/15/2016	TRI-LAKE CONSULTANTS, INC	P8-1073 OAKMONT II/P8-1027 RIDGE PRPTY	8,980.66
123888	9/15/2016	LINDA TRUELOVE	RFND/1136 S "A" ST	28.85
123889	9/15/2016	TWIN ROCK MANAGEMENT	RFND/378 E 5TH ST	32.75
123890	9/15/2016	U.S. HEALTHWORKS MEDICAL GROUP	SVCS 8/18-8/22/16	490.00
123891	9/15/2016	UNITED WAY OF THE INLAND EMPIRE	AUGUST 2016	140.66
123892	9/15/2016	VAR RESOURCES	TELECOM 9/15-10/14	1,411.67
123893	9/15/2016	VERIZON WIRELESS	7/14-8/13/16	3,169.98
123895	9/15/2016	WATER EDUCATION SERVICES	WATER SERVICES AUG16	5,500.00
123896	9/15/2016	RONALD WHITE	RFND/1609 ARBORELLA CT	59.36
123897	9/15/2016	GEORGETTE WILHITE	MAYOR-OCT30 2016	20.00
123898	9/15/2016	XEROX CORPORATION	COPIER LEASE/ADMIN	554.40
123899	9/20/2016	COURTYARD LONG BEACH MARRIOTT	CONF OCT 5-7 2016	495.90
123900	9/20/2016	HYATT REGENCY-LONG BEACH	CONF OCT 5-7 2016	1,136.96
123901	9/20/2016	RENAISSANCE LONG BEACH HOTEL	CONF OCT5-7 2016	1,888.96
123902	9/22/2016	ACCESS ELECTRIC SUPPLY	BALLAST KIT/50WATT/LAMPS/BASE	1,534.68
123903	9/22/2016	ADVANCE REFRIGERATION & ICE SYSTEMS	CITY YARD	315.45
123904	9/22/2016	AFFANT COMMUNICATION, INC	SHORETEL OCT 2016	724.49
123905	9/22/2016	AMBIENT ENVIRONMENTAL, INC	279 D ST THEATRE ATTIC	8,200.00
123906	9/22/2016	AMERICAN FORENSIC NURSES	BLOOD DRAWS	1,020.00
123907	9/22/2016	AMERIPRIDE SERVICES INC.	UNIFORM SERVICES	475.17
123908	9/22/2016	ANDERSON ELECTRIC	ELECTRICAL REPAIRS	4,369.00
123909	9/22/2016	APPLEONE EMPLOYMENT SERVICES	TEMP SERVICES	2,009.85

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123910	9/22/2016	AT&T	PHONE 8/06-9/12/16	109.76
123911	9/22/2016	AUTO ZONE COMMERCIAL	DORMAN SWITCH	4.20
123912	9/22/2016	CHARLES A BENNETT	RFND/3350 WINDCHIME	95.38
123913	9/22/2016	TAMMY BIANCO	MILEAGE 8/10/16 & APA MEETING	104.28
123914	9/22/2016	BIO-TOX LABORATORIES	BLOOD ANALYSIS	39.00
123915	9/22/2016	BMW MOTORCYCLES OF RIVERSIDE	TIRES/BRAKE WORK	519.72
123916	9/22/2016	BOYS & GIRLS CLUB OF PERRIS	TEMP SERVICES	240.00
123917	9/22/2016	BRANDERS.COM, INC	LIVEWELL HIKE	1,018.05
123918	9/22/2016	CHEF LEE BURTON	TEACHING SERVICES	555.00
123919	9/22/2016	CACEO	YEAR 2	85.00
123920	9/22/2016	CALIFORNIA BUILDING OFFICIALS	DUES/REGISTER	1,700.00
123921	9/22/2016	CALOLYMPIC SAFETY	GLASSES/ANTI FOG	203.87
123922	9/22/2016	CAM GUARD, INC.	PW YARD/METZ RD AUG 2016	2,471.88
123923	9/22/2016	CAMERON WELDING SUPPLY	ARGON GAS	19.47
123924	9/22/2016	CARD QUEST INC.	SECURITY BADGE	315.00
123925	9/22/2016	ISABEL CARLOS	VISION REIMBURSEMENT	832.00
123926	9/22/2016	CCAC	WORKSHOP 10/20-21	400.00
123927	9/22/2016	CINTAS FIRST AID & SAFETY	FIRST AID KIT SUPPLIES	152.02
123928	9/22/2016	CITYBYAPP INC.	ANNUAL PROGRAM RENEWAL	2,574.00
123929	9/22/2016	CKE	CLEAN UP DAY-FOOD	1,620.00
123930	9/22/2016	COLONIAL LIFE & ACCIDENT INSURANCE	BCNE8760779 SEP16	115.56
123931	9/22/2016	HECTOR CORDOVA	PERRIS GOT TALENT	1,000.00
123932	9/22/2016	CORPORATE PAYMENT SYSTEM	CITY FARM/TEEN CTR/NEOP/PHOTO CONTEST	629.03
123933	9/22/2016	CORPORATE PAYMENT SYSTEM	BUDGET DOCUMENT	152.18
123934	9/22/2016	CORPORATE PAYMENT SYSTEM	TOTS DRIVE	1,272.02
123935	9/22/2016	CORPORATE PAYMENT SYSTEM	RECORDS CLERK/DRAWING BOARD	1,310.04
123936	9/22/2016	CORPORATE PAYMENT SYSTEM	TEEN CTR-DIY/POSTAGE FOR WATER DEPT	603.20
123937	9/22/2016	CORPORATE PAYMENT SYSTEM	BUSINESS MEALS/FUEL/PARKING	360.55
123938	9/22/2016	CORPORATE PAYMENT SYSTEM	SHERIS FLOWERS/COUNCIL MTG/REGISTER BUS. EXI	900.29
123939	9/22/2016	CREATIVE PRINTING	CHEF'S CLASSES	16.20
123940	9/22/2016	CRIME SCENE STERI-CLEAN	HOMICIDE/PARK BENCH	750.00
123941	9/22/2016	D & D SERVICES, INC.	ANIMAL DISPOSAL AUG16	324.00
123942	9/22/2016	DAN'S FEED AND SEED INC.	GREEN SPRAY	7.55
123943	9/22/2016	EASTERN MUNICIPAL WATER DIST	8/04-9/12/16	40,467.51
123944	9/22/2016	EMBASSY SUITES BY HILTON	WORKSHOP OCT20-21	330.58
123945	9/22/2016	VOID	VOID	-
123946	9/22/2016	FEDERAL EXPRESS CORP	EXPRESS MAIL	124.38
123947	9/22/2016	FONTIS SOLUTIONS	NOTICE TO APPEAR	2,218.75
123948	9/22/2016	FRONTIER	940-4036 9/16-10/15	707.74
123949	9/22/2016	GALLARDOS TRANSMISSION	A CTRL F250 REPAIRS	639.71
123950	9/22/2016	FRANCISCO GONZALEZ	RFND/244 W 6TH ST	38.61
123951	9/22/2016	GORM, INC.	GRAY ROLL LINER/HEAVY DUTY CLEANER	440.44
123952	9/22/2016	GOSCH - FORD - LINCOLN	ADDITIVE OIL	16.82
123953	9/22/2016	GRANICUS, INC.	MONTHLY SVC/OCT16	1,776.75
123954	9/22/2016	JENNIFER GRISHAM	RFND/1416 ANDULUCIA	55.61
123955	9/22/2016	JESSICA GUARDADO	HIP HOP REFUND	30.00
123956	9/22/2016	EVERETT HAMBLY IV	I.T. SUPPORT 9/05-9/18	2,262.00
123957	9/22/2016	DARYL HARTWILL	VISION REIMBURSEMENT	495.25
123958	9/22/2016	HERNANDEZ LANDSCAPE CO	MAINT/JUNE-JULY 2016	15,848.07
123959	9/22/2016	HOME DEPOT CREDIT SERVICES	SR CITIZEN CENTER/PAINT/CEMENT/ETC	1,103.49
123960	9/22/2016	IB REPROGRAPHICS	TRI-LAKE/MONUMENT	54.43
123961	9/22/2016	VICKI IBAREZ	SOCCER REFUND	12.40
123962	9/22/2016	IMPERIAL SPRINKLER SUPPLY	RAINBIRDS/NOZZLES	2,115.15
123963	9/22/2016	INLAND PRESORT & MAILING	SR MAILERS - SEPT16	65.39
123964	9/22/2016	INTERNATIONAL CODE COUNCIL	SIGNIFICANT CHANGES	1,405.97
123965	9/22/2016	IRON MOUNTAIN	STORAGE 9/01-9/30	473.55
123966	9/22/2016	JIM ROGERS' LOCK & KEY	DUPLICATE KEYS	24.60
123967	9/22/2016	JV CONSTRUCTION	STORM DRAIN MAINT	2,500.00
123968	9/22/2016	LAKE CHEVROLET	CONNECTORS	53.23
123969	9/22/2016	JONATHAN LAU	RFND/265 E 2ND ST	65.17
123970	9/22/2016	LAWN TECH	BLADE/FILTER/SPARK PLUGS	418.58

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123971	9/22/2016	LEGALSHIELD	GROUP 0115834 SEP16	25.90
123972	9/22/2016	ERIC MANLEY	RFND/328 MALBERT #8	83.55
123973	9/22/2016	MANPOWER TEMP SERVICES	TEMP SERVICES	6,629.66
123974	9/22/2016	MITCHELL1	PRODEMAND ONLY	1,728.00
123975	9/22/2016	ARLENE MORENO	RFND/493 ASPEN LN	34.67
123976	9/22/2016	LAWRENCE MORITA	SPLS USB 2.0	43.19
123977	9/22/2016	MR. G'S PLUMBING	FIRE STATION/332 E 1ST/SENIOR CTR/PARKS	1,347.00
123978	9/22/2016	MUNISERVICES	CAFR REPORT	975.00
123979	9/22/2016	NAACP RIVERSIDE BRANCH	AWARDS DINNER OCT 16	180.00
123980	9/22/2016	NAPA AUTO PARTS	2004 CHEVY TRUCK/BATTERY CABLES/OIL	262.03
123981	9/22/2016	NATIONAL DRIVE	SEPTEMBER 2016	24.00
123982	9/22/2016	NESTLE WATERS OF NORTH AMERICA	PUBLIC ADMIN/DEVELOPMENT SERVICES	42.08
123983	9/22/2016	OLYMPUS PROPERTIES, LLC	RFND/328 MALBERT #8	228.47
123984	9/22/2016	PACIFIC CODE COMPLIANCE	CDBG PRGM/EMERGENCY/BLDG OFFICIAL-AUG 2016	16,369.34
123985	9/22/2016	PATH OF LIFE MINISTRIES	JULY 2016 SERVICES	3,367.71
123986	9/22/2016	RAFAEL PEREZ	RFND/208 W 2ND ST APT	58.33
123987	9/22/2016	PERRIS VALLEY PRINTING	WATER BILLS/YARD SALE PERMITS/ENVELOPES	2,062.17
123988	9/22/2016	PITNEY BOWES GLOBAL FINANCE	6/20-9/19/16	1,215.00
123989	9/22/2016	PREFERRED BENEFIT INSURANCE	DELTA DENTAL/JULY16	5,036.43
123990	9/22/2016	PREMIERE GLOBAL SERVICES	CONF SVCS 8/01-8/31/16	63.31
123991	9/22/2016	R&R BUSINESS SOLUTIONS	MOTORCYCLE DECALS	94.40
123992	9/22/2016	RB TRUCK REPAIR INC	1992 REDHAUL TRL & TRUCK INSPECTION	2,081.03
123993	9/22/2016	RELIABLE WORKPLACE SOLUTIONS	OFFICE SUPPLIES	638.21
123994	9/22/2016	RIGHTWAY	PORTA TOILET SERVICES	1,337.36
123995	9/22/2016	COUNTY OF RIVERSIDE	ANIMAL CONTROL SVCS AUG	8,775.00
123996	9/22/2016	RIVERSIDE ASSESSOR-COUNTY	JULY 2016	46.00
123997	9/22/2016	RIVERSIDE COUNTY SHERIFF	COURSE 10/21-10/23	368.00
123998	9/22/2016	RIVERSIDE COUNTY SHERIFF	EXPLORER MTG 8/03-8/10 & EXTRA DUTY 7/13-7/27	1,619.46
123999	9/22/2016	COUNTY OF RIVERSIDE	FLEET 7/01-7/31/16	97.72
124000	9/22/2016	RK ENGINEERING GROUP INC	MONUMENT RANCH TRAFFIC	3,500.00
124001	9/22/2016	ROSA'S BRIDE & TUX SHOP	SR ACKNOWLEDGE DAY	170.40
124002	9/22/2016	ESMERALDA SALAS	RFND/1477 ALBILLO LOOP	27.48
124003	9/22/2016	LEONEL SANDOVAL	RFND/1782 BENEDETTO PT	44.33
124004	9/22/2016	SCE	8/11-9/12/16	141.09
124005	9/22/2016	SHAUN P. MARTIN	RIDGE PRPTY TRUST	16,542.69
124006	9/22/2016	SHEPHERD & STAATS INC	PROFESSIONAL SERVICES/TRI-LAKE	6,660.00
124007	9/22/2016	SITEONE LANDSCAPE SUPPLY	LIBERTY BASIN PARK/BENEFIT ZONES	844.28
124008	9/22/2016	THE SoCo GROUP INC	FUEL	2,390.37
124009	9/22/2016	LAURA SOSA	FITNESS 9/06-9/19/16	829.20
124010	9/22/2016	SPARKLETT'S	HOUSING	36.73
124011	9/22/2016	STAFFMARK	TEMP SERVICES	554.04
124012	9/22/2016	STATE OF CALIFORNIA	FINGERPRINT APPS	192.00
124013	9/22/2016	STATER BROS MARKETS	COUNCIL MEETING/GARDEN CHEF/BIRTHDAYS	185.23
124014	9/22/2016	STEVE LEMON AIR CONDITIONING	MAINT/CITY FACILITIES	2,089.00
124015	9/22/2016	SUNSTATE EQUIPMENT	2201 S "A" STREET	6.54
124016	9/22/2016	SYNTECH	STRONGBOX JULY 16	1,630.80
124017	9/22/2016	TIME WARNER CABLE	CABLE SEVERAL DEPTS- AUG-SEPT 2016	1,613.08
124018	9/22/2016	TINA FREY	RSO HELMET COVERS	240.00
124019	9/22/2016	TRI-LAKE CONSULTANTS, INC	ENGINEERING SERVICES JULY 2016	46,878.00
124020	9/22/2016	TRI-R GENERAL CONTRACTOR	2134 JEAN MARIE WAY	600.00
124021	9/22/2016	TYLER TECHNOLOGIES, INC	ORIGINAL CONTRACT AUG 2016	2,463.51
124022	9/22/2016	U.S. BANK	CENTEX HOMES	500.00
124023	9/22/2016	VERIZON WIRELESS	7/14-8/13/16	6,117.08
124024	9/22/2016	VISTA PAINT CORPORATION	GRAFFITI PANT	486.62
124025	9/22/2016	VOYAGER FLEET	FUEL 8/24/16	1,570.87
124026	9/22/2016	XEROX CORPORATION	COPIER LEASE/VARIOUS DEPTS	4,993.17
124027	9/29/2016	ACCELA, INC	PROF SVCS PROGRESS PAYMENT-SOFTWARE	15,356.00
124028	9/29/2016	ACCESS ELECTRIC SUPPLY	CIVIC CENTER/SKYDIVE/PARAGON PARKS	1,995.84
124029	9/29/2016	ACCOMTEMP'S	TEMP SERVICES	1,952.01
124030	9/29/2016	ADAME LANDSCAPE, INC.	MAINT/SEPT 2016	4,009.84
124031	9/29/2016	AFB GROUP	METZ PARK/PATRIOT/SENIOR CENTER	7,830.00

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124032	9/29/2016	ALESHIRE & WYNDER, LLP	0004 AUG 2016	407.00
124033	9/29/2016	ALL AMERICAN ASPHALT	P8-1094 RETENTION	27,830.40
124034	9/29/2016	IGNACIO ALVAREZ	WORK BOOTS	150.00
124035	9/29/2016	AMERIPRIDE SERVICES INC.	UNIFORM SERVICES	957.34
124036	9/29/2016	ANDERSON ELECTRIC	ELECTRICAL MAINT	4,572.00
124037	9/29/2016	APPEONE EMPLOYMENT SERVICES	TEMP SERVICES	918.78
124038	9/29/2016	AUTO ZONE COMMERCIAL	BRAKE CALIPERS/PADS/FUNNEL/OIL	310.44
124039	9/29/2016	AVANT GARDE, INC	ATP AUG 2016	1,075.00
124040	9/29/2016	VERONICA BANUELOS	EDUCATION REIMBURSEMENT	1,342.29
124041	9/29/2016	BARNES CONSTRUCTION, INC	RAMONA/EVANS	4,800.00
124042	9/29/2016	BILL & DAVE'S LANDSCAPE MAINTENANCE	IRRIGATION SYSTEM BTH & D	5,050.00
124043	9/29/2016	BIO-TOX LABORATORIES	BLOOD ANALYSIS	3,330.06
124044	9/29/2016	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	21.23
124045	9/29/2016	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	75.23
124046	9/29/2016	CALIFORNIA VETERINARY SPECIALISTS	EMERGENCY SERVICES	60.00
124047	9/29/2016	CAM GUARD, INC.	EOC CAMERAS EQUIPMENT	22,989.80
124048	9/29/2016	CAPITAL ONE PUBLIC FUNDING	LOAN 100360234	2,563.82
124049	9/29/2016	ERIC CARTER	RFND/1062 FLOREY ST	82.52
124050	9/29/2016	MICHELLE CLAY	EDUCATION REIMBURSEMENT	495.00
124051	9/29/2016	COMMUNITY HEALTH AGENCY	AUG 16 LAB BILLING	50.00
124052	9/29/2016	COMMUNITY WORKS DESIGN GROUP	STORM DRAIN MAY 16	1,302.28
124053	9/29/2016	CORPORATE PAYMENT SYSTEM	WEEKEND STAFF MTG/PAYPAL PLANNING	54.30
124054	9/29/2016	CORPORATE PAYMENT SYSTEM	STATER BROS/FAÇADE PROGRAM	776.95
124055	9/29/2016	CR&R	SOLID WASTE/AUG16	85,342.47
124056	9/29/2016	CWEA RENEWAL	MEMBER DUES	172.00
124057	9/29/2016	DAN'S FEED AND SEED INC.	SINGLE CUT KEYS/ROPE CLAMPS	20.35
124058	9/29/2016	DUNN-EDWARDS CORPORATION	SR CENTER	130.05
124059	9/29/2016	EASTERN MUNICIPAL WATER	8/08-9/12/16	17,048.55
124060	9/29/2016	EASTERN MUNICIPAL WATER	SEWER/AUG2016	184,094.64
124061	9/29/2016	EASTERN MUNICIPAL WATER	WHOLESALE WATER/AUG 2016	1,454.00
124062	9/29/2016	ELITE ROAD SERVICES & TIRES	SERVICE CALL/BOOTS/REPAIR	364.40
124063	9/29/2016	EMERGENCY PET CLINIC OF TEMECULA	CONSULTATION	60.00
124064	9/29/2016	EMPLOYMENT SCREENING SERVICES	SVCS 9/07-9/08/16	74.50
124065	9/29/2016	ESGIL CORPORATION	PLAN CHECK SVCS AUG16	6,922.82
124066	9/29/2016	EWING	STREET MAINT SUPPLIES	2,012.12
124067	9/29/2016	FEDERAL EXPRESS CORP	16-05168	172.27
124068	9/29/2016	FIDELITY NATIONAL TITLE	MATTER0061 INTEGRA	1,580.00
124069	9/29/2016	FRONTIER	1015 S G 9/19-10/18	69.27
124070	9/29/2016	FULL THROTTLE	GRAFFITI ABATE OCT16	4,582.00
124071	9/29/2016	GALLS LLC	STOCK/ANIMAL CONTROL	183.06
124072	9/29/2016	GREER'S CONCRETE	ETHANAC CHANNEL PUMP	4,401.75
124073	9/29/2016	RICH HEIDE	DEKA BATTERY/DIESEL CANS	689.23
124074	9/29/2016	HIRSCH & ASSOCIATES INC	PATRIOT PARK	2,200.00
124075	9/29/2016	HOME DEPOT CREDIT SERVICES	PARAGON PARK	704.59
124076	9/29/2016	HONEYWELL GLOBAL FINANCE	ENERGY CHARGES AUGUST 2016	11,798.60
124077	9/29/2016	HORTICULTURAL PEST MANAGEMENT	PEST CONTROL SEPT 2016	975.00
124078	9/29/2016	ZAHID HUERTA	WORK BOOTS	42.01
124079	9/29/2016	CLAUDIA HURTADO	MILEAGE 5/16-9/06	11.02
124080	9/29/2016	IB REPROGRAPHICS	BID SPECS/BENEFIT ZONES	266.99
124081	9/29/2016	INLAND AUTO EQUIPMENT	INSTALL POST	807.80
124082	9/29/2016	INLAND AUTO, BOAT & RV SALES	TEMP SERVICES	1,492.50
124083	9/29/2016	INTERNATIONAL E-Z UP, INC	SIDEWALL	411.99
124084	9/29/2016	JIM ROGERS' LOCK & KEY	DUPLICATE KEYS	6.00
124085	9/29/2016	KH METALS AND SUPPLY	STEEL SHEET	108.04
124086	9/29/2016	HECTOR LEDESMA	QAL LICENSE	180.00
124087	9/29/2016	MAC TOOLS DISTRIBUTOR	FILE SET	97.19
124088	9/29/2016	MANPOWER TEMP SERVICES	TEMP SERVICES	7,967.95
124089	9/29/2016	LAWRENCE MORITA	OFFICE SUPPLIES	23.26
124090	9/29/2016	PACIFIC CODE COMPLIANCE	PROFESSIONAL SERVICES/K. PHUNG	82.50
124091	9/29/2016	SHAKEMO PATTERSON	REFUND/BASKETBALL	22.50
124092	9/29/2016	PERRIS CELLULAR	UB REFUND/324 S D ST	147.20

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124093	9/29/2016	PERRIS VALLEY YOUTH ASSOCIATION	BOXING MEMBERSHIPS	1,500.00
124095	9/29/2016	PUBLIC ENTITY RISK MANAGEMENT	WORKMNM COMP PREM OCT-DEC	52,537.00
124096	9/29/2016	PURCHASE POWER	REPLENISH POSTAGE	4,000.00
124097	9/29/2016	THE RADAR SHOP, INC	RECERTIFY	970.36
124098	9/29/2016	RAIN FOR RENT RIVERSIDE	TENTH ST & STATE	700.00
124099	9/29/2016	ARCENIO RAMIREZ	MILEAGE 8/02-8/30	81.81
124101	9/29/2016	RELIABLE WORKPLACE SOLUTIONS	OFFICE SUPPLIES	2,566.02
124102	9/29/2016	RIGHTWAY	PORTA TOILET-PARKS	839.84
124103	9/29/2016	RIVERSIDE COUNTY SHERIFF	EXTRA DUTY 8/30-9/13 & EXPLORER 7/13-9/14	3,110.81
124104	9/29/2016	RK ENGINEERING GROUP INC	P8-1208 PEDESTRIAN COUNTDOWN	7,147.50
124105	9/29/2016	ADALBERT ROJALES	WORK BOOTS/VISION REIMB	504.94
124106	9/29/2016	ROTARY CLUB OF PERRIS	QTRLY DUES/APR-JUN	271.50
124107	9/29/2016	ROW TRAFFIC SAFETY, INC	MOUNT/RIVT/SHNK	3,705.68
124108	9/29/2016	SCE	8-24-9/23/16	8,574.99
124109	9/29/2016	TONY SERNA	MURAL PROJECT-DESIGN	200.00
124110	9/29/2016	SHARE CORPORATION	CAR SHAMPOO	473.36
124111	9/29/2016	SIEMENS INDUSTRY, INC	TRAFFIC SIGNAL MAINT	13,076.40
124112	9/29/2016	SIMPLEXGRINNELL	FIRE ALARM-GYM	734.50
124113	9/29/2016	SPARKLETTES	BOTTLED WATER	537.57
124114	9/29/2016	STAFFMARK	TEMP SERVICES	415.53
124115	9/29/2016	STANLEY CONVERGENT SECURITY	VARIOUS DEPTS 10/01-12/31	6,515.84
124116	9/29/2016	STATE OF CALIFORNIA	BLOOD ANALYSIS	210.00
124117	9/29/2016	STATER BROS MARKETS	COUNCIL MEETING	115.39
124118	9/29/2016	STETSON ENGINEERS INC	SALE OF WATER SYSTEM	5,542.53
124119	9/29/2016	STOTZ EQUIPMENT	VBELT/WHEEL/LABEL	166.65
124120	9/29/2016	SUNGARD PUBLIC SECTOR INC	MAINT OCT 2016	3,388.00
124121	9/29/2016	TRI-LAKE CONSULTANTS, INC	P8-1255/P8-1218/P8-625	47,975.57
124122	9/29/2016	TYLER TECHNOLOGIES, INC	SIGNATURE KEY/GEN BILLING FORMS/ORG CONTRC	8,318.26
124123	9/29/2016	UNITED WAY OF THE INLAND EMPIRE	SEPT 2016	140.66
124124	9/29/2016	VAR RESOURCES	TELECOM 10/15-11/14	2,402.57
124125	9/29/2016	VERIZON WIRELESS	8/14-9/13/16	4,437.14
124126	9/29/2016	VIDA MARKETING COMMUNICATIONS	2016 VET BANNERS	816.00
124127	9/29/2016	WESTERN EXTERMINATOR	PEST CTRL-VAR LOC	919.47
124128	9/29/2016	WILLDAN FINANCIAL SERVICES	FY 1516 TX RLL REMVL	660.00
124129	9/29/2016	WINZER CORPORATION	CLIPS/BLADES/TIES	550.38
124130	9/29/2016	XEROX CORPORATION	COPIER LEASE	386.10
<b>TOTAL REGISTER</b>				<b>\$ 3,680,205.74</b>

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124133	10/13/2016	ACCESS ELECTRIC SUPPLY, INC	CITY HALL PARKING LOT	\$ 140.40
124134	10/13/2016	ALERE TOXICOLOGY SERVICES, INC	DRUG TEST	50.25
124135	10/13/2016	AMERICAN FENCE COMPANY, INC	COPPER CREEK PARK	950.64
124136	10/13/2016	AMERIPRIIDE SERVICES INC	UNIFORM SERVICES	1,013.96
124137	10/13/2016	ANDERSON ELECTRIC	ELECTRICAL REPAIRS/MAINT	1,071.00
124138	10/13/2016	BILL & DAVE'S LDSC MAINTENANCE	MAINT/SEPT 2016	31,063.81
124139	10/13/2016	ROSALBA BONILLA	MILEAGE REIMB	123.23
124140	10/13/2016	BOY SCOUTS OF AMERICA	BOY SCOUT EVENT	150.00
124141	10/13/2016	DEREK BROWN	HIP HOP INSTRUCTOR	112.70
124142	10/13/2016	CAMERON WELDING SUPPLY	PW YARD- RENTAL SEPT 2016	19.10
124143	10/13/2016	ARTURO CERVANTES	DRONE REPAIR REIMB	69.00
124144	10/13/2016	HECTOR CORDOVA	REIMBURSE PERRIS GOT TALENT	500.00
124145	10/13/2016	SARA CORTES DE PAVON	REIMBURSE ROCKTOBER TICKET	100.00
124146	10/13/2016	DIVERSIFIED DISTRIBUTION	CASES OF OIL	536.70
124147	10/13/2016	EASTERN MUNICIPAL WATER DIST	UTILITIES 8/20-9/25/16	226,043.44
124148	10/13/2016	EXPRESS EVENT SERVICES	PERRIS GOT TALENT	265.00
124149	10/13/2016	GREER'S CONCRETE	P8-1241-1 RETENTION INVOICE	15,017.10
124150	10/13/2016	EVERETT HAMBLY IV	IT/VIDEO WEEK OF 9/19-9/25/16	1,950.00
124151	10/13/2016	HOME DEPOT CREDIT SERVICES	FACILITIES MAINTENANCE	111.01
124152	10/13/2016	KH METALS AND SUPPLY	STEEL SUPPLIES	18.80
124153	10/13/2016	LAKE CHEVROLET	TRUCK PARTS	313.98
124154	10/13/2016	LAWN TECH	PARKS MAINT	285.22
124155	10/13/2016	MAC TOOLS DISTRIBUTOR	SMALL AUTO SUPPLIES	151.18
124156	10/13/2016	MAXX DIGITAL	TROUBLE SHOOTING	702.00
124157	10/13/2016	MIRROR FINISH DETAIL AND SUPPLY	AUTO MAINTENANCE	300.00
124158	10/13/2016	NAACP RIVERSIDE BRANCH	NAACP AWARDS DINNER	60.00
124159	10/13/2016	OCEAN BLUE ENVIROMENTAL SERVICES, INC.	CATCH BASIN & HYDRODYNAMIC SEPARATOR	13,888.65
124160	10/13/2016	OCHOA'S BACKFLOW SYSTEMS	BACKFLOW SERVICES	320.00
124161	10/13/2016	ROSA'S BRIDE & TUX SHOP	TODEC MULTICULTURAL FAIR	162.00
124162	10/13/2016	SCE	8/25-9/27/16	30,816.37
124163	10/13/2016	VOID	VOID	-
124164	10/13/2016	STACEY M DOVE	TALENT SHOW JUDGE	100.00
124165	10/13/2016	STAFFMARK	TEMP SERVICES	538.65
124166	10/13/2016	STATER BROS MARKETS	MOM & TOTS/SUPPLIES	31.33
124167	10/13/2016	STEVE LEMON AIR CONDITIONING	MAINT/VARIOUS DEPTS	2,140.00
124168	10/13/2016	TASO TECH, INC	ANIMAL CONTROL SERVER	4,861.45
124169	10/13/2016	U.S. HEALTHWORKS MEDICAL GROUP	RECRUITMENT PHYSICAL	70.00
124170	10/13/2016	UNITED STORM WATER, INC	STORM DRAIN MAINTENANCE	16,657.21
124171	10/13/2016	JOE VARGO	MILEAGE REIMBURSEMENT-AUG 2016	230.18
124172	10/13/2016	VIDA MARKETING COMMUNICATIONS	BANNER PROGRAM BROCHURES	240.00
124173	10/13/2016	ANGELICA VILLEGAS	SPANISH TRANSLATION SERVICES	848.70
124174	10/13/2016	AMERIPRIIDE SERVICES INC.	UNIFORM SERVICES	442.65
124175	10/13/2016	ANDERSON ELECTRIC	ELECTRICAL REPAIRS/MAINT	2,377.00
124176	10/13/2016	BART DEL RIO'S MARTIAL ARTS	TAEKWONDO INSTRUCTOR	718.55
124177	10/13/2016	D & D SERVICES, INC.	ANIMAL DISPOSAL SERVICES	324.00
124178	10/13/2016	DISPENSING TECHNOLOGY CORP	UPM COLD PATCH	696.18
124179	10/13/2016	ECOLINE INDUSTRIAL SUPPLY	AUTO MAINTENANCE SUPPLIES	863.52
124180	10/13/2016	ELITE ROAD SERVICES & TIRE, INC	TIRES	207.25
124181	10/13/2016	EMERGENCY PET CLINIC OF TEMECULA	VET SERVICES/CONSULTATION	60.00
124182	10/13/2016	EWING	IRRIGATION SUPPLIES	1,075.16
124183	10/13/2016	GOLDSTAR ASPHALT PRODUCTS	STREET MAINT	324.00
124185	10/13/2016	LAURA SOSA	FITNESS 9/19-10/04/16	1,848.40
124186	10/13/2016	AMERICAN CANCER SOCIETY	MAYOR ATTENDING-SPONSOR	200.00
124187	10/13/2016	ANDERSON ELECTRIC	ELECTRICAL REPAIRS/MAINT	4,179.00
124188	10/13/2016	APPLEONE EMPLOYMENT SERVICES	TEMP SERVICES	719.20
124189	10/13/2016	CPRS	MEMBER DUES	290.00
124190	10/13/2016	CREATIVE PRINTING	FLYERS/GARDEN BROCHURES	328.27
124191	10/13/2016	DIAMOND ENVIRONMENTAL SERVICES	PORTABLE TOILETS FOR EVENTS	1,155.47
124192	10/13/2016	LAKE CHEVROLET	INSPECTION/PARTS & LABOR	843.82
124193	10/13/2016	RTSS, INC	RELOCATE FENCE FOR CITY FARM	446.50
124194	10/13/2016	SPARKLETTES	BOTTLED WATER	157.64
124195	10/13/2016	STATER BROS MARKETS	MOM & TOTS/SUPPLIES	269.68
124196	10/13/2016	STEVE'S AUTO PARTS	SMALL AUTO SUPPLIES	321.62

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124197	10/13/2016	US DIARY	MONTHLY PLANNING GUIDES/RECREATION	447.71
124198	10/13/2016	VAL VERDE GRAPHICS	CITIZEN'S ACADEMY	54.00
124199	10/17/2016	NEW LIFE CULINARY CREATIONS	RETIREMENT LUNCHEON	3,262.02
124200	10/17/2016	KENNETH PHUNG	PLANNING CASE PROJECTS	10,220.00
124201	10/18/2016	RITA ROGERS	LLC CONF REIMBURSEMENT	92.03
124202	10/20/2016	CHEF LEE BURTON	CLASSROOM/GARDEN SERVICES	1,905.00
124203	10/20/2016	CAMEL FINANCIAL, INC.	TEEN CENTER TUTORING -SEPT 2016	1,440.00
124204	10/20/2016	CORPORATE PAYMENT SYSTEMS	BUSINESS MEAL	60.22
124205	10/20/2016	CREATIVE PRINTING	CHEF IN GARDEN FLYERS	171.72
124206	10/20/2016	EASTERN MUNICIPAL WATER DIST	UTILITIES 9/05-10/10/16	8,610.26
124207	10/20/2016	JOSHUA ESTRADA	MILEAGE REIMBURSEMENT	194.94
124208	10/20/2016	THE GAS COMPANY	GAS 8/26-9/27/16	338.17
124209	10/20/2016	SARINA GILMORE	TALENT SHOW/MILEAGE REIMB	105.84
124210	10/20/2016	GOSCH - FORD - LINCOLN - MERCURY	FORD 250 PARTS	1,057.13
124211	10/20/2016	EVERETT HAMBLY IV	IT SUPPORT 10/03-10/16/16	2,002.00
124212	10/20/2016	HAULAWAY	RENTAL-LATE FEE	1.14
124213	10/20/2016	IAN GALLOWAY	HARVEST FESTIVAL MAGICIAN	250.00
124214	10/20/2016	IMPERIAL SPRINKLER SUPPLY	MISC STOCK FOR PARKS	234.02
124215	10/20/2016	INLAND DESERT SECURITY & COMMUNICATIONS	ANSWERING SERVICE	656.00
124216	10/20/2016	JENNIFER HUBER	BALLET INSTRUCTOR	856.30
124217	10/20/2016	CLARICE PICKENS	TALENT SHOW WINNER	500.00
124218	10/20/2016	RACHEL PINEDO	MILEAGE REIMBURSEMENT	66.42
124219	10/20/2016	RIVERSIDE NATIONAL CEMETERY	HONOR OUR HEROES EVENT	150.00
124220	10/20/2016	BIJAN SLACK	TALENT SHOW WINNER	200.00
124221	10/20/2016	LAURA SOSA	FITNESS INSTRUCTOR	1,890.00
124222	10/20/2016	SOUTH COAST AQMD	LIQUID FUEL/FLAT FEE FY 16-17	229.26
124223	10/20/2016	ANGELICA VILLEGAS	TRANSLATION FOR CITY FACEBOOK	1,531.53
124224	10/20/2016	MIGUEL WENCES	TALENT SHOW WINNER	100.00
124225	10/20/2016	EXPRESS EVENT SERVICES	HARVEST FESTIVAL	1,195.00
124226	10/20/2016	SCE	ELECTRIC 6/27-7/27/16	537.62
124240	10/27/2016	AMERICAN DYNAMIC SERVICES, INC	QUARTERLY MONITORING FEE	135.00
124241	10/27/2016	ANDERSON ELECTRIC	ELECTRICAL REPAIRS/MAINT	818.00
124242	10/27/2016	BILL & DAVE'S LANDSCAPE MAINTENANCE	LANDSCAPE/STREET MAINT	4,097.91
124243	10/27/2016	FEDERAL EXPRESS CORP	EXPRESS MAIL	137.86
124245	10/27/2016	GREER'S CONCRETE	ORANGE MURRIETA WILSON	1,400.00
124246	10/27/2016	MANPOWER TEMP SERVICES, INC	TEMP SERVICES	7,711.50
124247	10/27/2016	RIGHTWAY	PORTABLE TOILETS	307.20
124248	10/27/2016	COUNTY OF RIVERSIDE	FLEET-AUGUST 2016	563.16
124249	10/27/2016	SCE	ELECTRIC 9/07-10/06/16	4,936.15
124250	10/27/2016	SUMMIT FIRE PROTECTION, INC.	FIRE PROTECTION SERVICES	380.00
124251	10/27/2016	TRI-LAKE CONSULTANTS, INC.	ENGINEERING SERVICES JULY 2016	31,991.58
124252	10/27/2016	WESTERN RIVERSIDE COUNCIL (WRCOG)	TUMF FEES COLLECTED/SEP 2016	415,753.81
124253	10/27/2016	ABSOLUTE SECURITY INTERNATIONAL	GUARD AT VARIOUS LOCATIONS	13,984.31
124254	10/27/2016	AMERICAN LEGION POST 595	VETERAN'S/CHRISTMAS PARADE	500.00
124255	10/27/2016	BARNES CONSTRUCTION, INC.	PAINTING OF "STOP" LEGENDS & BARS	4,550.00
124256	10/27/2016	CALIFORNIA NEWSPAPER PARTNERSHIP	ADVERTISING FOR THE SO CAL FAIR	950.00
124257	10/27/2016	DENNIS GRUBB & ASSOCIATES	PLAN CHECK SERVICES	14,230.00
124258	10/27/2016	PERRIS VALLEY HISTORICAL MUSEUM	HALLOWEEN CRAFT SUPPLIES	60.81
124259	10/27/2016	PHOTOGRAPHY BY KELLEN MURPHY	HARVEST FESTIVAL	425.00
124260	10/27/2016	WATER EDUCATION SERVICES, INC	SEPTEMBER 2016 SERVICES	5,100.00
124261	10/27/2016	APPLEONE EMPLOYMENT SERVICES	TEMP SERVICES	1,695.18
124262	10/27/2016	GILBERT BANUELOS	WORK BOOTS	140.38
124263	10/27/2016	BEST CARPET CLEANER	105 S F ST- FIRE STATION	700.00
124264	10/27/2016	VOID	VOID	-
124265	10/27/2016	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	21.23
124266	10/27/2016	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	75.23
124267	10/27/2016	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	75.23
124268	10/27/2016	ZAIRA CARDONA	MILEAGE 8/09-9/28/16	29.27
124269	10/27/2016	CORPORATE PAYMENT SYSTEMS	BUSINESS MEALS	130.68
124270	10/27/2016	DENNIS GRUBB & ASSOCIATES	PLAN REVIEW SERVICES	1,650.00
124271	10/27/2016	EASTERN MUNICIPAL WATER DIST	UTILITIES 9/11-10/10/16	33,935.35
124272	10/27/2016	THE GAS COMPANY	NATURAL GAS VEHICLE SEPT 2016	59.58
124273	10/27/2016	SARINA GILMORE	REIMB MILEAGE/TALENT SHOW	241.50

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124274	10/27/2016	GORM, INC.	HANDSFREE DISPENSER	11.07
124275	10/27/2016	HORTICULTURAL PEST MANAGEMENT	PEST CONTROL SERVICES	975.00
124276	10/27/2016	IMPERIAL SPRINKLER SUPPLY	RAINBIRD-MISC STOCK PARKS	361.29
124277	10/27/2016	INLAND DESERT SECURITY & COMMUNICATIONS	ANSWERING SERVICE	58.90
124278	10/27/2016	CITY OF SAN JACINTO	POLICE SERVICES	3,466.67
124279	10/27/2016	CRYSTAL LOPEZ	MILEAGE 8/22-9/30/16	52.00
124280	10/27/2016	MCDERMOTT, MICHAEL J	REIMB LEAGUE OF CITIES CONFERENCE	931.72
124281	10/27/2016	ARMANDO PANCHI	MILEAGE SEPT 2016	102.17
124282	10/27/2016	PREBOT CONSTRUCTION	FRONTAGE ROAD	2,400.00
124283	10/27/2016	PREMIERE GLOBAL SERVICES	TELEPHONE SERVICES	9.11
124284	10/27/2016	RELIABLE OFFICE SOLUTIONS INC	OFFICE SUPPLIES	86.42
124285	10/27/2016	SERVICEMASTER WATER & FIRE RESTORATION	RESTORATION SERVICES-PERRIS BANK	10,602.64
124286	10/27/2016	SMART & FINAL	SNACKS FOR RESALE-GYM	519.40
124287	10/27/2016	THE SoCo GROUP INC	FUEL	2,299.01
124288	10/27/2016	THE STANDARD	LIFE/LTD OCT 2016	1,516.39
124289	10/27/2016	STATER BROS MARKETS	CHEF IN GARDEN	7.95
124290	10/27/2016	STEVE'S AUTO PARTS	AUTO SUPPLIES	99.52
124291	10/27/2016	TEAMSTERS LOCAL 911	UNION DUES/OCT 2016	2,440.00
124292	10/27/2016	TONY PAINTING	PAINTING OF FIRE STATION 90	15,850.00
124293	10/27/2016	VOYAGER FLEET	FUEL	1,725.39
124294	10/27/2016	WEST COAST ARBORISTS, INC	TREE REMOVAL/MAINT SERVICES	21,000.00
			<b>TOTAL REGISTER</b>	<b><u>\$ 1,019,529.87</u></b>

CITY COUNCIL  
AGENDA SUBMITTAL

**Meeting Date: November 29, 2016**

**SUBJECT:** **Ordinance Amendment OA 16-05232 and Building/Fire Permit Fees Resolution Amendment**– amend Chapter 16 of the Perris Municipal Code “Buildings and Construction” to adopt the 2016 Editions of the California Building, Mechanical, Plumbing, Electrical, Fire, Residential, Green Building, Energy, Existing, Administrative Code, State Historic Building Code and referenced standards and to amend the Building and Fire Permit Fees Resolution to revise Section 5 of Building Permit Fees Resolution No. 2715 by updating the building valuation rates from 1994 to 2013 building valuation rates, as published by the International Code Council (ICC) 2013 Building Valuation Data

**REQUESTED ACTION:** **First Reading for the Adoption of Ordinance No. (next in order)** amending Chapter 16 of the Perris Municipal Code concerning the adoption of the 2016 California Building, Mechanical, Plumbing, Electrical, Fire, Residential, Green Building, Energy, Existing, Administrative Codes, and Referenced Standards; **and Approving Resolution No. (next in order)**, approving the updated building valuation rates, as published by the ICC 2013 Building Valuation Data.

**CONTACT:** David J. Martinez, Interim Building Official/Fire Marshal 

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**BACKGROUND/DISCUSSION:**

On July 1, 2016 the State of California adopted and published the California Code of Regulations (CCR), Title - 24 consisting of the 2016 California versions of the Building, Mechanical, Plumbing, Electrical, Fire, Residential, Green Building, Energy, Historic, Existing Building, Administrative, and Referenced Standards. These Codes and Standards will become effective at the local level on January 1, 2017.

Under Title 24 of the California Code, the City is required to implement the 2016 California Building Codes by January 1, 2017. These amendments can be more restrictive standards due to local conditions but cannot be less restrictive standards. The proposed Ordinance Amendment will not make any additional or more restrictive changes but will simply update the City's existing 2013 versions of the Building California Codes to comply with the mandated 2016 California Codes.

The proposed fee resolution amendment will formalize current plan check fees assessed by plan check services provided to the City. The current City fee resolution utilizes the 1994 ICC building valuation data construction rates which are outdated and in need of updating to reflect current costs for plan check services. Although the building valuation data rates are published annually by the ICC, the 2013 valuation data rates continue to be typical rates used for plan check services in this area. The City could choose at a later time to update the valuation rates to the latest ICC published rates, as needed. This does not directly change the permit fee already in effect by the City but does change the construction valuation which affects the permit cost.

Staff is recommending that the City Council conduct a first hearing for the Ordinance Amendment to update Chapter 16 of PMC "Building and Construction Code" and approve the proposed amendment to Resolution No. 2715 to update the construction valuation data rates to the 2013 ICC building valuation data.

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**BUDGET (or FISCAL) IMPACT:**

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Prepared by: David J. Martinez, Interim Building Official/Fire Marshal

Reviewed By: Clara Miramontes, Director, Development Services

Reviewed by:

*by [signature]*

City Attorney:

Eric Dunn

Assistant Finance Director:

Jennifer Erwin

Attachments:

Ordinance, including Updated Chapter 16

Resolution, including 2013 ICC Building Valuation Data Table

Consent:

Public Hearing: **X**

Business Item:

Other:

ORDINANCE NUMBER

*AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AMENDING SPECIFIED CHAPTERS OF TITLE 16 OF THE PERRIS CITY CODE TO ADOPT THE 2016 EDITIONS OF THE CALIFORNIA MODEL CODES, CALIFORNIA BUILDING CODE VOLUMES 1 & 2, CALIFORNIA PLUMBING, MECHANICAL, ELECTRICAL CODE, CALIFORNIA FIRE CODE, THE CALIFORNIA EXISTING BUILDING CODE, CALIFORNIA GREEN BUILDING STANDARDS CODE, CALIFORNIA ENERGY CODE, CALIFORNIA ADMINISTRATIVE CODE AND RELATED REFERENCE STANDARDS CODES WITH APPENDICES, ICC VALUATION TABLES AND AMENDMENTS THERETO*

The City Council of the City of Perris does ordain as follows:

WHEREAS, Health and Safety Code Section 17958 provides that the City of Perris shall adopt Ordinances and regulations imposing the same or modified or changed requirements as are contained in the regulations adopted by the State pursuant to Health and Safety Code Section 17922; and

WHEREAS, the State of California is mandated by Health and Safety Code Section 17922 to impose the same requirements as are contained in the most recent edition of the California Building Code, California Fire Code, California Existing Building Code, the California Plumbing Code, the California Mechanical Code, and the California Electrical Code (herein after referred to collectively as "Codes"); and

WHEREAS, Health and Safety Code Section 17958.5(a) permits the City to make modifications or changes to the Codes, which are reasonably necessary because of local climatic, geographic or topographic conditions; and

WHEREAS, Health and Safety Code Section 17958.7 requires that the City Council, before making any modifications or changes to the Codes, shall make an express finding that such changes or modifications are reasonably necessary because of local climatic, geographic or topographic conditions; and

WHEREAS, the Development Services Department has recommended that changes and modifications be made to the Codes and have advised that certain said changes and modifications to the California Building Code, Volumes 1 & 2, 2016 Edition and the California Plumbing Code, 2016 Edition and the California Mechanical Code, 2016 Edition, the California Electrical Code, 2016 Edition, the 2016 California Fire Code, The 2016 California Residential Code, Green Building, Energy, and Administrative Code are reasonably necessary due to local conditions in the City of Perris.

- a) The City is subject to relatively low amounts of precipitation, very low humidity levels and extremely high temperatures. These climatic conditions are conducive to the spread of fire. For example during July, August and September, temperatures often exceed 100 degrees Fahrenheit. During the same months humidity is usually less than 40% and humidity measurements less than 10% are not uncommon. These conditions contribute to an increased likelihood of fire. Moreover, minor fires have a greater tendency of spreading rapidly due to such conditions.
- b) The City is subject to extremely strong winds, commonly referred to as the "Santa Ana Winds", which reach speeds in excess of 80 miles per hour. Extensive damage often occurs during such winds including downed trees, utility poles, utility circuits and utility service lines. These adverse conditions can cause: (1) fires, (2) impairment to emergency apparatus access, (3) delays in response times of emergency apparatus: and (4) the depletion of apparatus readily available for fire suppression activities. These windstorms commonly last from three to seven days.
- c) The City's neighboring foothills create a unique fire hazard. This is because fire Service is provided by both the County of Riverside and the California Division of Forestry. Fire units from both Fire Departments are often sent to assist in the extinguishment of fast moving and wind assisted fires in the neighboring foothills.
- d) The City is located in an area, which due to its climate, geology, and topography is highly susceptible to fires, strong winds, low precipitation and seismic activity making necessary the adoption of additional requirements to ensure the City's residential, commercial, and industrial building stock is designed, preserved and maintained in such a condition as to protect the safety of its residents.
- e) The City is located in Southern California, in an extremely active seismic region, with high levels of historic earthquake activity in the recent past and can be expected to experience significant strong seismic activity within the foreseeable future.

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

Section 1. The City Council of the City of Perris ("City") is informed and finds that it is reasonably necessary to amend the 2016 California Building Standards Code, known as the California Code of Regulations, Title 24; the California Building Code Volumes 1 & 2, Plumbing, Mechanical, Electrical, Green, Fire Codes, Energy, The California Existing Building Code, and the California Administrative Code; to meet the particular climatic, geological and topographical conditions existing in the City. These climatic, geological and topographical conditions include, but are not limited to the following conditions:

Section 2. The above recitals are all true and correct.

Section 3. The City Council has reviewed and considered the environmental information included in the staff report and accompanying attachments. Based on the analysis of the project the City Council finds that:

- a) This project is Category Exempt and complies with the California Environmental Quality Act.

Section 4. Based on the information contained within the Project Report and the accompanying attachments and exhibits, the City Council hereby finds that:

Section 5. The City Council hereby approves the amendments to the Perris City Code, based on the information and findings presented in the staff report.

Section 6. The City Council declares that should any provisions, sections, paragraphs, sentence, or word of the 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 16.08.050 of Chapter 16-08 of Title 16 of the Perris City Code are hereby repealed in their entirety, and new Sections 16.080.050 through 16080.59 of Chapter 16-08 of Title 16 are hereby added in place thereof to read as follows:

#### SECTION 16.08.050 ADOPTION OF THE 2016 CALIFORNIA BUILDING CODE

Except as provided in this chapter, those certain building codes known and designated as the California Building Code 2016 Edition Volumes 1 and 2 including Appendix Chapters A.1, 21-4 through 21-8, H, I and J based on the 2015 International Building Code as published by the International Code Council, shall become the building codes of the City for regulating the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area and maintenance of all buildings and/or structures in the City. The California Building Code and its appendix chapters will be on file for public examination in the office of the Building Official and the City Clerk's office.

#### SECTION 16.08.051 AMENDMENTS TO THE CALIFORNIA BUILDING CODE

The 2016 California Building Code is hereby amended as follows:

SECTION 202, General Definitions, is hereby amended by adding the following definitions:

**FLOOR AREA. FIRE SPRINKLER.** For the purpose of calculating square footage for application of fire sprinkler requirements, the floor area shall be determined in accordance with the CBC definition for "Floor Area, Gross".

**Chapter 9**  
**(Fire Protection Systems)**

SECTION 903.2, where required, is hereby amended as follows:

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in this section as follows:

- a) New buildings: In addition to the requirements of section 903.2.1 through 903.2.12, approved automatic sprinkler systems in new buildings and structures shall be provided when the gross area of the building exceeds 5,000 for or more than two-story high.

SECTION 903.2.8, Group R, is hereby amended as follows:

903.2.8. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R ft area as follows:

1. New buildings: An automatic sprinkler system shall be installed throughout all new buildings.
2. Existing buildings: An automatic sprinkler system shall be installed throughout when one of the following conditions exists:
  - a) When an addition is 33% or more of the existing building area, as defined in Section 502.1, and greater than 1000 square feet (92.903 tru) within a two year period; or
  - b) An addition when the existing building is already provided with automatic sprinklers; or
  - c) When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determined that the complexity of installing a sprinkler system would be similar as in a new building.

SECTION 903.3.1.1.1, Exempt locations, is hereby amended by deletion of exception 4

Exception: When approved by the fire code official, spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, and associated electrical power distribution equipment, provided those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by fire barriers consisting of not less than 1-hour fire-barriers Constructed in accordance with Section 707 or not less than 2-hour horizontal assemblies constructed in accordance with Section 711 or both.

SECTION 903.4, Sprinkler system supervision and alarms, is hereby amended by deleting exceptions items 3 & 5, and renumbering the Exceptions as follows:

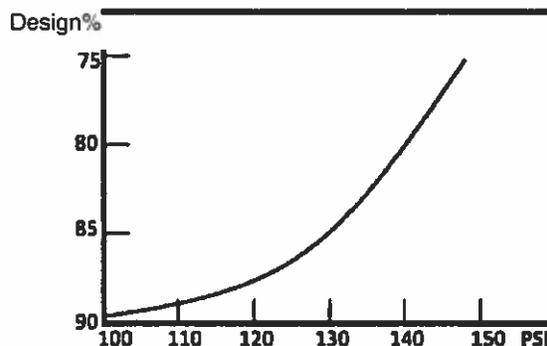
1. Automatic sprinkler systems protecting one- and two-family dwellings.
2. Limited area systems serving in accordance with section 903.3.8
3. Jockey pump control valves that are sealed or locked in the open position.
4. Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.
5. Trim valves to pressure switches in dry, pre-action and deluge sprinkler systems that are sealed or locked in the open position.

Section 903.3.5.3 hydraulically calculated systems. This section is hereby added as follows:

903.3.5.3 Hydraulically calculated systems. This section is hereby added as follows the design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity

Exception: When static pressure exceeds 100psi, and required by the Fire Code Official, the fire sprinkler system shall not exceed water supply capacity specified by Table 903.3.5.3

TABLE 903.3.5.3  
Hydraulically Calculated Systems



SECTION 904.3.5 Monitoring is hereby revised as follows:

[F] 904.3.5 Monitoring. Where a building fire alarm or monitoring system is installed, automatic fire-extinguishing systems shall be monitored by the building fire alarm or monitoring system in accordance with NFPA 72.

Section 905.4 Location of Class I standpipe hose connections is hereby amended by adding items 7 as follows:

905.4 Location of Class I standpipe hose connections is hereby revised to include number 7 as follows:

The centerline of the 2.5 inch (63.5 mm) outlet shall be no less than 18 inches (457.2 mm) and no more than 24 inches above the finished floor.

SECTION 907.3.1 Duct smoke detectors is hereby amended as follows:

[F] 907.3.1 Duct smoke detectors. Smoke detectors installed in ducts shall be listed for the air velocity, temperature and humidity present in the duct. Duct smoke detectors shall be connected to the building's fire alarm control unit when a fire alarm system is installed. Activation of a duct smoke detector shall initiate a visible and audible supervisory signal at a constantly attended location and shall perform the intended fire safety function in accordance with this code and the California Mechanical Code. Duct smoke detectors shall not be used as a substitute for required open area detection.

Exception:

In occupancies not required to be equipped with a fire alarm system, actuation of a smoke detector shall activate a visible and an audible signal in an approved location.

Smoke detector trouble conditions shall activate a visible or audible signal in an approved location and shall be identified as air duct detector trouble.

Table 1505.1 is hereby amended, by the deletion of Table 1505.1 and the addition of a new Table 1505.1 thereto, to read as follows:

TABLE 1505.1

MINIMUM ROOF COVERING CLASSIFICATIONS  
TYPES OF CONSTRUCTION

IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B	B	B	B	B	B	B	B	B

For SI: 1 foot = 304.8 mm, 1 square foot = 0.02921112.

a. Unless otherwise required in accordance with Chapter 7A.

Section 1505.1.3 is hereby amended, by the deletion of the entire section and the addition of a new section thereto, to read as follows:

1505.1.3 Roof coverings within all other areas. The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least "Class B."

Section 1505.5 is hereby amended, by the deletion of the entire section without replacement.

Section 1505.7 is hereby amended, by the deletion of the entire section without replacement.

Section 3109 BARRIERS FOR SWIMMING POOLS, SPAS AND HOT TUBS of Chapter 31 of the Building Code is amended as follows:

Section 3109.2 of the Building Code is amended by adding a new definition of "Barrier", and revising the definition of "Swimming Pools" to read as follows:

"Barrier. A fence, wall, building wall or combination thereof that completely surrounds the swimming pool and obstructs access to the swimming pool."

"Swimming Pools. Any body of water created by artificial means which is designed, intended for use, or used, for swimming or immersion purposes, which has a water depth exceeding eighteen (18) inches. The term "pool" includes swimming pools, spas, hot tubs, above and below ground, and vinyl-lined pools; "pool" does not include plumbing fixtures such as bathtubs nor does it apply to man-made lakes, reservoirs, farm ponds, or ponds used primarily for public park purposes, water conservation purposes, irrigation purposes or for the watering of livestock."

- a) Section 3109.4, *Exception*, of the Building Code is deleted in its entirety.
- b) Section 3109.4.1 of the Building Code is amended to read as follows:

"3109.4.1 Barrier Height and Clearances. The top of the barrier shall be at least seventy-two (72) inches above grade measured on the side of the barrier that faces away from the swimming pool. The maximum vertical clearance between grade and the bottom of the barrier shall be two (2) inches measured on the side of the barrier that faces away from the swimming pool. Where the top of the pool structure is above grade, the barrier is authorized to be at ground level or mounted on top of the pool structure, and the maximum vertical clearance between the top of the pool structure and the bottom of the barrier shall be four (4) inches."

- c) Section 3109.4.1.7 of the Building Code is amended to read as follows:

"3109.4.1.7 Gates. Access gates shall comply with the requirements of Sections 3109.4.1 through 3109.4.1.6 and shall be equipped to accommodate a locking device. Pedestrian access gates shall open outward away from the pool and shall be self-closing and have a self-latching device. Gates other than pedestrian access gates shall have a self-latching device and shall be equipped with lockable hardware or padlocks and shall remain locked at all times when not in use. Release mechanisms shall be in accordance with Sections 1010.1.9 and 1109.13. Where release mechanisms of the self-latching device are located less than sixty (60) inches above grade measured on the side of the barrier that faces away from the swimming pool, the release

mechanism shall be located on the pool side of the gate at least three (3) inches below the top of the gate and the gate barrier shall have no opening greater than one-half (1/2) inches within eighteen (18) inches of the release mechanism."

Chapter 35 Referenced Standards is hereby adopted and revised as follows:

Amendments specified in 2016 California Fire Code, Chapter 80, NFPA

Standards shall take precedence.

Amendments to the 2016 California Residential Code.

a) Table R301.2(1) is revised to read:

TABLE R301.2(1)  
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

LOAD	WIND DESIGN		SEISMIC DESIGN CATEGORY	SUBJECT TO DAMAGE FROM WEATHERING*		WINTER DESIGN TEMP*	ICE BARRIER UNDERLAYMENT REQUIRED*	FLOOD HAZARDS	AIR FREEZING INDEX	MEAN ANNUAL TEMP
	Speed	Topographic Effect**		Front Line Depth	Weathering Index					
Zero	15	No	Dwarf	Negligible	1"	41	No	EWBIII	0	60

For SI: 1 pound per square foot= 0.479 kPa, 1 mile per hour= 0.447 m/s.

- Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code. The weathering column shall be filled in with the weathering index (i.e., "negligible," "moderate" or "severe") for concrete as determined from the Weathering Probability Map (Figure R301.2(3)). The grade of masonry units shall be determined from ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216, or C 652.
- The front line depth may require deeper footings than indicated in Figure R403.1 (1). The jurisdiction shall fill in the front line depth column with the minimum depth of footing below finish grade.
- The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.
- The jurisdiction shall fill in this part of the table with the wind speed from the basic wind speed map (Figure R301.2 (4)). Wind exposure category shall be determined on a site- specific basis in accordance with Section R301.2.1.4.
- Temperatures shall be permitted to reflect local climates or local weather experience as determined by the building official.

- f. The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.
- g. The jurisdiction shall fill in this part of the table with (a) the date of the jurisdiction's entry into the National Flood Insurance Program (date of adoption of the first code or ordinance for management of flood hazard areas), (b) the date(s) of the Floor Insurance Study and (c) the panel numbers and dates of all currently effective FIRMs and FBFMs or other floor hazard map adopted by the authority having jurisdiction, as amended.
- h. In accordance with Sections R905.1.2, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall fill in this part of the table with "NO."
- i. The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R403.3 (2) or from the 100-year (99%) value on the National Climatic Data Center data table \*Air Freezing Index-USA Method (Base 32°F) at [www.ncdc.noaa.gov/fpsf.html](http://www.ncdc.noaa.gov/fpsf.html).
- j. The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table \* Air Freezing Index-USA Method (Base 32°F) at [www.ncdc.noaa.gov/fpsf.html](http://www.ncdc.noaa.gov/fpsf.html).
- k. In accordance with Section R301.2.1.5, where there is local historical data documenting structural damage to buildings due to topographic wind speed-up effects, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall indicate "NO" in this part of the table.
- l. In accordance with Figure R301.2 (4) A, where there is local historical data documenting unusual wind conditions, the jurisdiction shall fill in the part of the table with "YES" and identify any specific requirements. Otherwise, the jurisdiction shall indicate "NO" in the part of the table.
- m. In accordance with Section R301.2.1.2.1, the jurisdiction shall indicate the wind-borne debris wind zone (s). Otherwise, the jurisdiction shall indicate "NO" in this part of the table.

- a) **Section R313.1** is modified by deleting it in its entirety and replacing it with the following:

**R313.1 Townhouse automatic fire sprinklers systems.** An automatic residential fire sprinkler system shall be installed in Townhouses as follows:

**New buildings:** An automatic sprinkler system shall be installed throughout all new buildings.

**Existing buildings:** An automatic sprinkler system shall be installed throughout when one of the following conditions exists:

- 1. When an addition is 33% or more of the existing building area as defined in Section 502.1, and greater than 1000 square feet (92.90031111) within a two year period; or
- 2. An addition when the existing building is already provided with automatic sprinklers; or
- 3. When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code

Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

- b) Section R313.2 is modified by deleting it in its entirety and replacing it with the following:

**R313.2 One- and two-family dwellings automatic fire sprinklers systems.** An automatic residential fire sprinkler system installed in one- and two-family dwellings as follows:

**New buildings:** An automatic sprinkler system shall be installed throughout all new buildings.

**Existing buildings:** An automatic sprinkler system shall be installed throughout when one of the following conditions exists:

1. When an addition is 33% or more of the existing building area as defined in Section 502.1t and greater than 1000 square feet (92.90031111) within a two year period; or
2. An addition when the existing building is already provided with automatic sprinklers; or
3. When an existing Group R Occupancy is being substantially renovated and where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

- c) Section R902.1 is amended by revising it to allow only Class A or B roofs as follows:

**R902.1 Roof mg covering materials.** Roofs shall be covered with materials as set forth in Sections R904 and R905. A minimum Class A roofing shall be installed in areas designated by this section. Classes A roofing required by this section to be listed shall be tested in accordance with UL 790 or ASTM E 108.

Exceptions:

1. Class A roof assemblies include those with coverings of brick masonry and exposed concrete roof deck.
2. Class A roof assemblies also include ferrous or copper shingles or sheets metal sheets and shingles clay or concrete or tile or slate installed on noncombustible decks.
3. Class A roof assemblies include minimum 16 ounces per square foot copper sheets installed over combustible decks.
4. Class A rood assemblies include slate installed over underlayment over combustible decks.

- g) Section R902.1.3 is amended by revising it to require a minimum Class A roof as follows:

**R902.1.3 Roof coverings within all other areas.** The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class A.

- h) Section R902.2, first paragraph is amended by revising it to allow only Class A treated wood roofs as follows:

**R902.2 Fire-retardant-treated shingles and shakes.** Fire-retardant-treated wood shakes and shingles are wood shakes and shingles complying with UBC Standard 15- 3 or 15-4 which are impregnated by the full-cell vacuum-pressure process with fire- retardant chemicals, and which have been qualified by UBC Standard 15-2 for use on Class A or B roofs.

**Chapter 44 Referenced Standards** is adopted in its entirety with the following amendments:

Amendments specified in 2016 California Fire Code, Chapter 80, NFPA Standards shall take precedence

## CHAPTER 2 MECHANICAL CODE

### SECTION 16.08.052 ADOPTION OF 2016 EDITION OF THE CALIFORNIA MECHANICAL CODE

Except as provided in this chapter, the California Mechanical Code, 2016 Edition based on the 2015 International Mechanical Code as published by the I AMPO, shall be and become the Mechanical Code of the City, regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance of heating, ventilating, cooling, refrigeration systems, incinerators and other miscellaneous heat producing appliances. The California Mechanical Code is on file for public examination in the office of the Building Official.

### SECTION 16.08.053 AMENDMENTS TO THE CALIFORNIA MECHANICAL CODE

The 2016 Edition of the California Mechanical Code is hereby adopted with no amendments.

## CHAPTER 3 PLUMBING CODE

### SECTION 16.08.054 ADOPTION OF 2016 EDITION OF THE CALIFORNIA PLUMBING CODE

Except as provided in this chapter, the California Plumbing Code, 2016 Edition, based on the 2015 Uniform Plumbing Code including Appendix Chapter K & I, as published by the International Association of Plumbing and Mechanical Officials, shall be and become the Plumbing Code of the City of Perris, regulating erection, installation, alteration, repair, relocation, replacement, maintenance or use of plumbing systems within the City. The California Plumbing Code will be on file for public examination in the office of the Building Official.

### SECTION 16.08.055 AMENDMENTS TO THE CALIFORNIA PLUMBING CODE

The 2016 Edition of the California Plumbing Code is hereby adopted with no amendments. SECTION 16.08.056 ADOPTION OF 2016 EDITION OF THE CALIFORNIA ELECTRICAL CODE

Except as provided in this chapter, the California Electrical Code, 2016 Edition, based on the 2014 National Electrical Code as published by the National Fire Protection Association, shall be and become the Electrical Code of the City of Perris, regulating all installation, arrangement, alteration, repair, use and other operation of electrical wiring, connections, fixtures and other electrical appliances on premises within the City. The California Electrical Code is on file for public examination in the office of the Building Official.

SECTION 16.08.057 AMENDMENTS TO THE CALIFORNIA ELECTRICAL CODE

The 2016 Edition of the California Electrical Code is hereby adopted without amendments.

SECTION 16.08.057A ADOPTION OF 2016 EDITION OF THE CALIFORNIA EXISTING BUILDING CODE

Except as provided in this chapter, the California Existing Building Code, Appendix A-1, A-3 and related reference standards based on the 2015 International Existing Building Code as published by the International Code Council, specifically adopted by published matrix, shall become the Existing Building Code of the City for regulating existing buildings in the City. The California Existing Building Code will be on file for public examination in the office of the Building Official.

SECTION 16.08.057B. AMENDMENTS TO THE CALIFORNIA EXISTING BUILDING CODE

Appendix A-1 & A-3 which is hereby adopted in accordance with referenced matrix with no amendments.

SECTION 16.08.058 ADOPTION OF THE 2016 CALIFORNIA FIRE CODE

Except as provided in this chapter, those certain fire codes known and designated as the California Fire Code 2016 Edition based on the 2015 International Fire Code as published by the "International Code Council., shall become the fire code of the City for regulating the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conservation, occupancy, equipment, use, height, area and maintenance of all buildings and/or structures in the city for all fire related issues. The California Fire Code and its appendix chapters will be on file for public examination in the office of the Building Official/Fire Marshal and the City Clerk's office.

SECTION 16.08.059 AMENDMENTS TO THE CALIFORNIA FIRE CODE

The 2016 California Fire Code is hereby amended as follows:

## Perris 2016 Coded Option Fire Code

### **SECTION 16.08.058** ADOPTION OF THE 2016 CALIFORNIA FIRE CODE

Except as provided in this chapter, those certain fire codes known and designated as the California Fire Code 2016 Edition based on the 2015 International Fire Code as published by the "International Code Council", shall become the fire code of the City for regulating the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conservation, occupancy, equipment, use, height, area and maintenance of all buildings and/or structures in the City for all fire related issues. The California Fire Code and its appendix chapters will be on file for public examination in the office of the Building Official/Fire Marshal and the City Clerk's office.

### **SECTION 16.08.059** AMENDMENTS TO THE CALIFORNIA FIRE CODE

The 2016 California Fire Code is hereby adopted and amended as follows:

#### **Chapter 1 Scope and Administration**

**Chapter 1 Scope and Administration** is adopted in its entirety with the following amendments:

**Section 109.4 Violation penalties** is hereby revised as follows: Infraction, Misdemeanor, as follows:

**109.4 Violation penalties.** Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of either a misdemeanor, infraction or both as prescribed in Section 109.4.2 and 109.4.3. Penalties shall be as prescribed in local ordinance. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

**Sections 109.4.2 Infraction** is hereby added as follows:

**109.4.2 Infraction.** Except as provided in Section 109.4.3, persons operating or maintaining any occupancy, premises or vehicle subject to this code that shall permit any fire or life safety hazard to exist on premises under their control shall be guilty of an infraction.

**Sections 109.4.3 Misdemeanor** is hereby added as follows:

**109.4.3 Misdemeanor.** Persons who fail to take immediate action to abate a fire or life safety hazard when ordered or notified to do so by the chief or a duly

authorized representative, or who violate the following sections of this code, shall be guilty of a misdemeanor:

104.11.2 Obstructing operations

104.11.3 Systems and Devices

107.5 Overcrowding

109.3.2 Compliance with Orders and Notices

111.4 Failure to comply

305.4 Deliberate or negligent burning

308.1.2 Throwing or placing sources of ignition

310.7 Burning Objects

3104.7 Open or exposed flames

## **Chapter 2 Definitions**

**Chapter 2 Definitions** is adopted in its entirety with the following amendments:

**Sections 202 General Definitions** is hereby revised by adding "Hazardous Fire Area," and "Spark Arrester" as follows:

### **202 General Definitions**

**HAZARDOUS FIRE AREA.** Includes all areas identified within Section 4906.2 and other areas as determined by the Fire Code Official as presenting a fire hazard due to the presence of combustible vegetation, or the proximity of the property to an area that contains combustible vegetation.

**SPARK ARRESTER.** A listed device constructed of noncombustible material specifically for the purpose of removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.

## **Chapter 3 General Requirements**

**Chapter 3 General Requirements** is adopted in its entirety with the following amendments:

**Section 304.1.2 Vegetation** is hereby revised as follows:

**304.1.2 Vegetation.** Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises. Vegetation clearance requirement in urban-wildland interface areas shall be in accordance with Chapter 49 and City of Perris vegetation management guidelines. Vegetation clearance requirement in urban-wildland interface areas shall be in accordance with Chapter 49.

**Section 305.6 Hazardous Conditions** is hereby added as follows:

**305.6 Hazardous conditions.** Outdoor fires are not allowed when predicted sustained winds exceed 8 MPH during periods when relative humidity is less than 25%, or a red flag condition has been declared or public announcement is made, when an official sign was caused to be posted by the fire code official, or when such fires present a hazard as determined by the fire code official.

**Section 305.7 Disposal of rubbish** is hereby added as follows:

**305.7 Disposal of rubbish.** Rubbish, trash or combustible waste material shall be burned only within an approved incinerator and in accordance with Section 307.2.1.

**Section 307 OPEN BURNING, RECREATIONAL FIRES AND PORTABLE OUTDOOR FIREPLACES** is hereby revised to read as follows:

**SECTION 307 OPEN BURNING, RECREATIONAL FIRES, FIRE PITS, FIRE RINGS, AND PORTABLE OUTDOOR FIREPLACES**

**Sections 307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies** is hereby added as follows:

**307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies.** Outdoor fireplaces, fire pits, fire rings, or similar exterior devices used at Group R shall comply with this section.

**Exception:** Barbeques, grills, and other portable devices intended solely for cooking.

**Section 307.6.1 Gas-fueled devices** is hereby added as follows:

**307.6.1 Gas-fueled devices.** Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Department and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. At other R occupancies, the minimum distance shall be ten feet. Where a permanent Building Department approved hood and vent is installed, combustible construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester as defined in Section 202.

**Section 307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas** is hereby added as follows:

**307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas.** Fireplaces burning wood or other solid fuel shall be constructed in accordance with the California Building Code. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks. The burning of wood or other solid fuel in a device is not allowed within 15 feet of combustible structures, unless within a permanent or portable fireplace. Conditions which could cause a fire to spread within 25 feet of a structure or to vegetation shall be eliminated prior to ignition. Fires in devices burning wood or solid fuel shall be in accordance with Sections 305, 307, and 308.

**Section 307.6.2.1 Where prohibited** is hereby added as follows:

**307.6.2.1 Where prohibited.** The burning of wood and other solid fuels shall not be conducted within a fuel modification zone. Wood and other solid fuel burning fires in devices other than permanent fireplaces are not allowed within Wildfire Risk Areas (WRA) and Wildland-Urban Interface Areas (WUI) or in locations where conditions could cause the spread of fire to the WRA or WUI unless determined by the Fire Code Official that the location or design of the device should reasonably prevent the start of a wildfire.

**Section 309.2.1 Indoor charging of electric carts/cars** is hereby added as follows:

**309.2.1 Indoor charging of electric carts/cars.** Indoor charging of electric carts/cars where the combined volume of all battery electrolyte exceeds 50 gallons shall comply with following:

1. Spill control and neutralization shall be provided and comply with Section 608.5.
2. Room ventilation shall be provided and comply with Section 608.6.1
3. Signage shall be provided and comply with Section 608.7.1
4. Smoke detection shall be provided and comply with Section 608.9.

**Section 320 Fuel Modification Requirements for New Construction** is hereby added as follows:

**320 Fuel Modification Requirements for New Construction.** All new structures and facilities adjoining land containing hazardous combustible vegetation shall be approved and in accordance with the requirements of Perris Guideline, "fuel Modification Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program."

**Section 321 Clearance of brush or vegetation growth from roadways** is hereby added as follows:

**321 Clearance of brush or vegetation growth from roadways.** The fire code official is authorized to cause areas within 10 feet (3048 mm) on each side of portions of highways and private streets which are improved, designed or ordinarily used for vehicular traffic, to be cleared of flammable vegetation and other combustible growth. Measurement shall be from the flow-line or the end of the improved edge of the roadway surfaces.

**Exception:** Single specimens of trees, ornamental shrubbery or cultivated ground cover such as green grass, ivy, succulents or similar plants used as ground covers, provided that they do not form a means of readily transmitting fire.

**Section 322 Unusual Circumstances** is hereby added as follows:

**322 Unusual circumstances.** The fire code official may suspend enforcement of the vegetation management requirements and require reasonable alternative measures designed to advance the purpose of this code if determined that in any specific case that any of the following conditions exist:

1. Difficult terrain.
2. Danger of erosion.
3. Presence of plants included in any state and federal resources agencies, California Native Plant Society and county-approved list of wildlife, plants, rare, endangered and/or threatened species.
4. Stands or groves of trees or heritage trees.
5. Other unusual circumstances that make strict compliance with the clearance of vegetation provisions undesirable or impractical.

**Section 323 Use of Equipment** is hereby added as follows:

**323 Use of equipment.** Except as otherwise provided in this section, no person shall use, operate, or cause to be operated in, upon or adjoining any hazardous fire area any internal combustion engine which uses hydrocarbon fuels, unless the engine is equipped with a spark arrester as defined in Section 202 maintained in effective working order, or the engine is constructed, equipped and maintained for the prevention of fire.

**Exceptions:**

1. Engines used to provide motor power for trucks, truck tractors, buses, and passenger vehicles, except motorcycles, are not subject to this section if the exhaust system is equipped with a muffler as defined in the Vehicle Code of the State of California.
2. Turbocharged engines are not subject to this section if all exhausted gases pass through the rotating turbine wheel, there is no exhaust bypass to the atmosphere, and the turbocharger is in good mechanical condition

**Section 323.1 Use of Equipment and Devices Generating Heat, Sparks or Open Flames** is hereby added as follows:

**323.1 Equipment and devices generating heat, sparks or open flames.**

During any time of the year within the Wildland Risk Areas, no person shall use or operate any stationary equipment, welding equipment, cutting torches, tar pots, or grinding devices from which a spark, fire, or flame may originate, which is located on or near any forest-covered land, brush-covered land, or grass-covered land, without doing the following:

1. First clearing away all flammable material, including snags, from the area around such operation for a distance of 30 feet or other approved method to reduce fire spread into the wildlands. If 30-foot clearing cannot be achieved then an alternate method shall be approved by the AHJ prior to work starting.
2. Maintain one serviceable round point shovel with an overall length of not less than forty-six (46) inches and one backpack pump water-type fire extinguisher fully equipped and ready for use at the immediate area during the operation.
3. Stop work when winds are 8 MPH during periods when relative humidity is less than 25%, or a red flag condition has been declared or public announcement is made, when an official sign was caused to be posted by the fire code official, or when such fires present a hazard as determined by the fire code official.
4. Keep a cell phone nearby and call 911 immediately in case of a fire.

**Section 323.2 Spark Arresters** is hereby added as follows:

**323.2 Spark arresters.** Spark arresters shall comply with Section 202, and when affixed to the exhaust system of engines or vehicles subject to Section 323 shall not be placed or mounted in such a manner as to allow flames or heat from the exhaust system to ignite any flammable material.

**Chapter 4  
Emergency Planning and Preparedness**

**Chapter 4: Emergency Planning and Preparedness** Adopt only the Sections listed below:

1. 401
2. 401.3.4
3. 401.9
4. 402
5. 403.2
6. 404.5 – 404.6.6
7. 407

**Section 407.5** is revised to read as follows:

**407.5 Hazardous Materials Inventory Statement.** Where required by the fire code official, each application for a permit shall include City of Perris's Chemical Classification Packet in accordance with Section 5001.5.2.

## **Chapter 5 Fire Service Features**

**Chapter 5 Fire Service Features** is hereby adopted in its entirety with the following amendments:

**Section 503.2.1.1 Automatic opener** is hereby added as follows:

**503.6.1 Automatic opener.** New motorized gates shall be provided with means to be automatically opened remotely by emergency vehicle in accordance with Riverside County Fire Department standards.

**Section 507.5.1 Where Required** is hereby revised as follows:

**Section 507.5.1 Where Required** Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 300 feet (122 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

## **Chapter 6 Building Services and Systems**

**Chapter 6 Building Services and Systems** is adopted in its entirety without amendments

## **Chapter 7 Fire and Smoke Protection Features**

**Chapter 7 Fire and Smoke Protection Features** is adopted in its entirety without amendments

## **Chapter 8 Interior Finish, Decorative Materials and Furnishings**

**Chapter 8 Interior Finish, Decorative Materials and Furnishings** is adopted in its entirety without amendments.

## **Chapter 9 Fire Protection Systems**

**Chapter 9 Fire Protection Systems** is adopted in its entirety with the following amendments.

**Section 903.2, Where required** is hereby amended as follows:

**903.2 Where required.** Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in this section as follows:

- a) **New buildings:** In addition to the requirements of section 903.2.1 through 903.2.12, approved automatic sprinkler systems in new buildings and structures shall be provided when the gross area of the building exceeds 5,000 ft<sup>2</sup> or more than two-story high.

Exception: Group R-3, occupancies shall comply with sections 903.2.8

1. The elimination of sprinkler protection in the following areas are subject to approval by Fire Code Official. Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic fire alarm system and are separated from the remainder of the building by fire barriers consisting of not less than 1-hour fire-resistance-rated walls and 2-hour fire-resistance-rated floor/ ceiling assemblies.
  2. Open parking garages in accordance with Section 406.3 of the California Building Code.
- b) **Alteration:** When the floor area of the Alteration within any two-year period exceeds 75% of area of the existing structure and the alteration includes structural modifications other than seismic upgrade.
- c) **Addition:** Sprinkler protection shall be provided throughout the entire building when:
1. Existing building less than 5,000 ft<sup>2</sup>: where 33% or more is added and the gross floor areas exceeds 5,000 square feet.
  2. Existing building equal or greater than 5,000 ft<sup>2</sup>: where more than 2,000 ft<sup>2</sup> is added.

**Section 903.2.8, Group R, is hereby amended as follows:**

903.2.8. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

1. **New buildings:** An automatic sprinkler system shall be installed throughout all new buildings.
2. **Existing buildings:** An automatic sprinkler system shall be installed throughout when one of the following conditions exists:

- a) When an addition is 33% or more of the existing building area, as defined in Section 502.1, and greater than 1000 square feet (92.903 m<sup>2</sup>) within a two year period; or
- b) An addition when the existing building is already provided with automatic sprinklers; or
- c) When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determined that the complexity of installing a sprinkler system would be similar as in a new building.

**Exceptions:**

1. Existing Group R-3 occupancies converted to Group R-3.1 occupancies and not housing bedridden clients, not housing nonambulatory clients above the first floor, and not housing clients above the second floor.
2. Existing Group R-3 occupancies converted to Group R-3.1 occupancies housing only one bedridden client and complying with Section 435.8.3.3 of the California Building Code.
3. Pursuant to Health and Safety Code, Section 131113, occupancies housing ambulatory children only, none of whom are mentally ill children or children with intellectual disabilities, and the buildings or portions thereof in which such children are housed are not more than two stories in height, and building or portions thereof housing such children have an automatic fire alarm system activated by approved smoke detectors.
4. Pursuant to Health and Safety Code, Section 13143.6, occupancies licensed for protective social care which house ambulatory clients only, none of whom is a child (under the age of 18 years), or who is elderly (65 years of age or over).

When not used in accordance with Section 504.2 or 506.3 of the California Building Code, an automatic sprinkler system installed in accordance with Section 903.3.1.2 shall be allowed in Group R-2.1 occupancies.

An automatic sprinkler system designed in accordance with Section 903.3.1.3 shall not be utilized in Group R-2.1 or R-4 occupancies.

**Section 903.4, Sprinkler system supervision and alarms, is hereby amended by deleting item 5, and renumbering the Exceptions as follows:**

1. Automatic sprinkler systems protecting one- and two-family dwellings.
2. Limited area sprinkler systems in accordance with Section 903.3.8.
3. Automatic sprinkler systems installed in accordance with NFPA 13R where a common supply main is used to supply both domestic water and the automatic sprinkler system, and a separate shutoff valve for the automatic sprinkler system is not provided.
4. Jockey pump control valves that are sealed or locked in the open position.

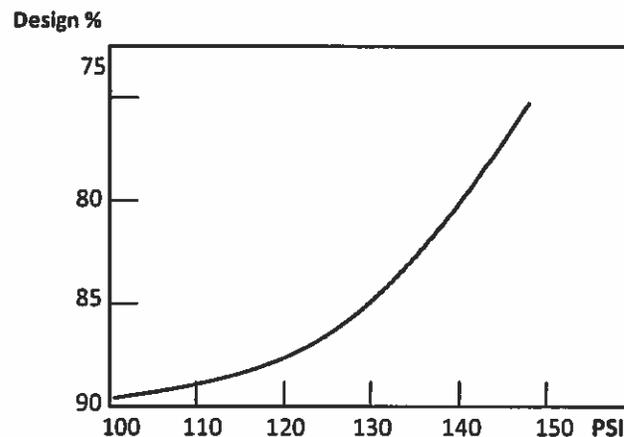
5. Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.
6. Trim valves to pressure switches in dry, pre-action and deluge sprinkler systems that are sealed or locked in the open position.

**Section 903.3.5.3 Hydraulically calculated systems** is hereby added as follows:

**903.3.3.5.3 Hydraulically calculated systems.** The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity

**Exception:** When static pressure exceeds 100 psi, and required by the Fire Code Official, the fire sprinkler system shall not exceed water supply capacity specified by Table 903.3.5.3

**TABLE 903.3.5.3  
Hydraulically Calculated Systems**



## Chapter 10 Means of Egress

**Chapter 10 Means of Egress** is adopted in its entirety without amendments

## Chapter 11 Construction Requirements for Existing Buildings

**Chapter 11 Construction Requirements for Existing Buildings.** Adopt only those Sections and Subsections listed below:

1. 1103.7
2. 1103.7.3
3. 1103.7.3.1
4. 1103.7.8 – 1103.7.8.2
5. 1103.7.9 – 1103.7.9.10
6. 1103.8 – 1103.8.5.3

- 7. 1107
- 8. 1113
- 9. 1114

- 10.1115
- 11.1116

**Chapter 20  
Aviation Facilities**

**Chapter 20 Aviation Facilities** is adopted in its entirety without amendments:

**Chapter 21  
Dry Cleaning**

**Chapter 21 Dry Cleaning** is adopted in its entirety without amendments.

**Chapter 22  
Combustible Dust-Producing Operations**

**Chapter 22 Combustible Dust-Producing Operations** is adopted in its entirety without amendments.

**Chapter 23  
Motor Fuel-Dispensing Facilities and Repair Garages**

**Chapter 23 Motor Fuel-Dispensing Facilities and Repair Garages** is adopted in its entirety without amendments.

**Chapter 24  
Flammable Finishes**

**Chapter 24 Flammable Finishes** is adopted in its entirety without amendments.

**Chapter 25  
Fruit and Crop Ripening**

**Chapter 25 Fruit and Crop Ripening** is adopted in its entirety without amendments.

**Chapter 26  
Fumigation and Thermal Insecticidal Fogging**

**Chapter 26 Fumigation and Thermal Insecticidal Fogging** is adopted in its entirety without amendments.

**Chapter 27  
Semiconductor Fabrication Facilities**

**Chapter 27 Semiconductor Fabrication Facilities** is adopted in its entirety without amendments

**Chapter 28  
Lumber Yards and Woodworking Facilities**

**Chapter 28 Lumber Yards and Woodworking Facilities** is adopted in its entirety without amendments:

**Chapter 29  
Manufacture of Organic Coatings**

**Chapter 29 Manufacture of Organic Coatings** is adopted in its entirety without amendments.

**Chapter 30  
Industrial Ovens**

**Chapter 30 Industrial Ovens** is adopted in its entirety without amendments.

**Chapter 31  
Tents and Other Membrane Structures**

**Chapter 31 Tents and Other Membrane Structures** is adopted in its entirety without amendments.

**Chapter 32  
High-Piled Combustible Storage**

**Chapter 32 High-Piled Combustible Storage** is adopted in its entirety without amendments.

**Chapter 33  
Fire Safety During Construction and Demolition**

**Chapter 33 Fire Safety During Construction and Demolition** is adopted in its entirety without amendments.

**Chapter 34  
Tire Rebuilding and Tire Storage**

**Chapter 34 Tire Rebuilding and Tire Storage** is adopted in its entirety without amendments.

**Chapter 35  
Welding and Other Hot Work**

**Chapter 35 Welding and Other Hot Work** is adopted in its entirety without amendments.

**Chapter 36  
Marinas**

**Chapter 36 Marinas** is adopted in its entirety without amendments.

**Chapter 48  
Motion Picture and Television Production Studio Sound Stages, Approved  
Production Facilities and Production Locations**

**Chapter 48 Motion Picture and Television Production Studio Sound Stages, Approved Production Facilities and Production Locations** is adopted in its entirety without amendments.

**Chapter 49  
Requirements for Wildland-Urban Interface Fire Areas**

**Chapter 49 Requirements for Wildland-Urban Interface Fire Areas** is adopted in its entirety with the following amendments:

**Section 4906.3 Vegetation** is hereby revised by adding Section “(5)” as follows:  
(5) City of Perris Vegetation Management Guidelines.

**Section 4908 Fuel Modification Requirements for New Construction** is hereby added as follows:

**4908 Fuel Modification Requirements for New Construction.** All new buildings to be built or installed in hazardous fire areas shall comply with the following:

1. Preliminary fuel modification plans shall be submitted to and approved by the fire code official concurrent with the submittal for approval of any tentative map.
2. Final fuel modification plans shall be submitted to and approved by the fire code official prior to the issuance of a grading permit.
  - 2.1 The fuel modification plan shall include provisions for the maintenance of the fuel modification for perpetuity.
3. The fuel modification plans shall meet the criteria set forth in the Fuel Modification Section of the City of Perris Vegetation Management Guidelines.
4. The fuel modification plan may be altered if conditions change. Any alterations to the fuel modification areas shall have prior approval from the fire code official.
5. All elements of the fuel modification plan shall be maintained in accordance with the approved plan and are subject to the enforcement process outlined in the Fire Code.

#### **Chapter 50 Hazardous Materials – General Provisions**

**Chapter 50 Hazardous Materials – General Provisions** is adopted in it’s entirely with the following amendments.

**Section 5001.5.2 Hazardous Materials Inventory Statement (HMIS)**, is hereby amended by modifying the starting paragraph as follows:

**Hazardous Materials Inventory Statement (HMIS).** Where required by the fire code official, an application for a permit shall include City of Perris Chemical Classification Packet, which shall be completed and approved prior to approval of plans, and/or the storage, use or handling of chemicals on the premises. The Chemical Classification Packet shall include the following information:

1. Product Name
2. Component
3. Chemical Abstract Service (CAS) number
4. Location where stored or used
5. Container size

6. Hazard classification
7. Amount in storage
8. Amount in use-closed systems
9. Amount in use-open systems

**Chapter 51  
Aerosols**

**Chapter 51 Aerosols** is adopted in its entirety without amendments.

**Chapter 53  
Compressed Gases**

**Chapter 53 Compressed Gases** is adopted in its entirety without amendments.

**Chapter 54  
Corrosive Materials**

**Chapter 54 Corrosive materials** is adopted in its entirety without amendments.

**Chapter 55  
Cryogenic Fluids**

**Chapter 55 Cryogenic Fluids** is adopted in its entirety without amendments.

**Chapter 56  
Explosives and Fireworks**

**Chapter 56 Explosives and Fireworks** California Fire Code Chapter 56 is adopted in its entirety with the following amendments:

**Section 5608.2 Firing** is hereby added as follows:

**5608.2 Firing.** All fireworks displays, regardless of mortar, device, or shell size, shall be electrically fired.

**Chapter 57  
Flammable and Combustible Liquids**

**Chapter 57 Flammable and Combustible Liquids** is adopted in its entirety without amendments.

**Chapter 58  
Flammable Gases and Flammable Cryogenic Fluids**

**Chapter 58 Flammable Gases and Flammable Cryogenic Fluids** is adopted in its entirety without amendments.

**Chapter 59  
Flammable Solids**

**Chapter 59 Flammable Solids** is adopted in its entirety without amendments.

**Chapter 60  
Highly Toxic and Toxic Materials**

**Chapter 60 Highly Toxic and Toxic Materials** is adopted in its entirety without amendments.

**Chapter 61  
Liquefied Petroleum Gases**

**Chapter 61 Liquefied Petroleum Gases** is adopted in its entirety without amendments.

**Chapter 62  
Organic Peroxides**

**Chapter 62 Organic Peroxides** is adopted in its entirety without amendments.

**Chapter 63  
Oxidizers, Oxidizing Gases, and Oxidizing Cryogenic Fluids**

**Chapter 63 Oxidizers, Oxidizing Gases, and Oxidizing Cryogenic Fluids** is adopted in its entirety without amendments.

**Chapter 64  
Pyrophoric Materials**

**Chapter 64 Pyrophoric Materials** is adopted in its entirety without amendments.

**Chapter 65  
Pyroxylin (Cellulose Nitrate) Plastics**

**Chapter 65 Pyroxylin (Cellulose Nitrate) Plastics** is adopted in its entirety without amendments.

**Chapter 66  
Unstable (Reactive) Materials**

**Chapter 66 Unstable (Reactive) Materials** is adopted in its entirety without amendments.

**Chapter 67  
Water-Reactive Solids and Liquids**

**Chapter 67 Water-Reactive Solids and Liquids** is adopted in its entirety without amendments.

**Chapter 80  
Referenced Standards**

**Chapter 80 Referenced Standards** is adopted in its entirety with the following amendments:

**NFPA 13, 2016 Edition, Standard for the Installation of Sprinkler Systems** is hereby amended as follows:

**Section 6.7.3 is hereby revised as follows:**

**6.7.3** Fire department connections (FDC) shall be of an approved type. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red. When the fire sprinkler density design requires 500 gpm (including inside hose stream demand) or greater, or a standpipe system is included, four 2 ½" inlets shall be provided.

**Section 8.3.3.1 is hereby revised as follows:**

**8.3.3.1.** When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard occupancies shall be one of the following:

- (1) Quick-response type as defined in 3.6.4.8
- (2) Residential sprinklers in accordance with the requirements of 8.4.5  
Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers
- (3) Quick response CMSA sprinklers
- (4) ESFR sprinklers
- (5) Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers
- (6) Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems

**Section 11.1.1.1 is hereby added as follows:**

**11.1.1.1** When fire sprinkler systems are required in buildings of undetermined use other than warehouses, they shall be designed and installed to have a fire sprinkler density of not less than that required for an Ordinary Hazard Group 2 use, with no reduction(s) in density or design area. Warehouse fire sprinkler systems shall be designed to Figure 16.2.1.3.2 (d) curve "G". Use is considered undetermined if a specific tenant/occupant is not identified at the time the sprinkler plan is submitted. Where a subsequent occupancy requires a system with greater capability, it shall be the responsibility of the occupant to upgrade the system to the required density for the new occupancy.

**Section 11.2.3.1.1.1 is hereby added as follows:**

**11.2.3.1.1.1** The available water supply for fire sprinkler system design shall be determined by one of the following methods, as approved by the Fire Code Official:

- 1) Subtract the project site elevation from the low water level for the appropriate pressure zone and multiply the result by 0.433;
- 2) Use a maximum of 40 psi, if available;
- 3) Utilize the Perris water-flow test form/directions to document a flow test conducted by the local water agency or an approved third party licensed in the State of California.

**Section 23.2.1.1** is hereby revised as follows:

**Section 23.2.1.1** Where a water-flow test is used for the purposes of system design, the test shall be conducted no more than 6 months prior to working plan submittal unless otherwise approved by the authority having jurisdiction.

**NFPA 13D 2016 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes** is hereby amended as follows:

**Section 4.1.3** is hereby added as follows:

**4.1.3 Stock of Spare Sprinklers**

**Section 4.1.3.1** is hereby added as follows:

**4.1.3.1.** supply of at least two sprinklers for each type shall be maintained on the premises so that any sprinklers that have operated or been damaged in any way can be promptly replaced.

**Section 4.1.3.2** is hereby added as follows:

**4.1.3.2** The sprinklers shall correspond to the types and temperature ratings of the sprinklers in the property.

**Section 4.1.3.3** is hereby added as follows:

**4.1.3.3** The sprinklers shall be kept in a cabinet located where the temperature to which they are subjected will at no time exceed 100 °F (38°C).

**Section 4.1.3.4** is hereby added as follows:

**4.1.3.4** A special sprinkler wrench shall be provided and kept in the cabinet to be used in the removal and installation of sprinklers. One sprinkler wrench shall be provided for each type of sprinkler installed.

**Section 7.1.2** is hereby revised as follows:

**7.1.2** The system piping shall not have a separate control valve unless supervised by a central station, proprietary, or remote station alarm service.

**NFPA 14, 2013 Edition, Installation of Standpipe and Hose Systems** is hereby amended as follows:

**Section 7.3.1.1** is hereby is deleted in its entirety and replaced as follows:

**7.3.1.1** Class I and III Standpipe hose connections shall be unobstructed and shall be located not less than 18 inches or more than 24 inches above the finished floor. Class II Standpipe hose connections shall be unobstructed and shall be located not less than 3 feet or more than 5 feet above the finished floor.

**NFPA 24, 2016 Edition, Standard for the Installation of Private Fire Service Mains and Their Appurtenances** is hereby amended as follows:

**Section 6.2.9 (5)** is hereby deleted without replacement and (6) and (7) renumbered:

(5) Control Valves installed in a fire-rated room accessible from the exterior.

(6) Control valves in a fire-rated stair enclosure accessible from the exterior as permitted by the authority having jurisdiction.

**Section 6.3.3** is hereby added as follows:

**Section 6.3.3** All post indicator valves controlling fire suppression water supplies shall be painted OSHA red.

**Section 10.1.5** is hereby added as follows:

**10.1.5** All ferrous pipe shall be coated and wrapped. Joints shall be coated and wrapped after assembly. All fittings shall be protected with a loose 8-mil polyethylene tube. The ends of the tube shall extend past the joint by a minimum of 12 inches and be sealed with 2 inch wide tape approved for underground use. Galvanizing does not meet the requirements of this section.

**Exception: 304 or 316 Stainless Steel pipe and fittings**

**Section 10.4.1.1** is hereby revised as follows:

**10.4.1.1** All bolted joint accessories shall be cleaned and thoroughly coated with asphalt or other corrosion-retarding material, prior to poly-tube, and after installation.

**Exception:** Bolted joint accessories made from 304 or 316 stainless steel.

**Section 10.3.6.3** is hereby added as follows:

**10.3.6.3** All bolts used in pipe-joint assembly shall be 316 stainless steel.

**Section 10.4.1.1.1** is hereby deleted and replaced as follows:

**10.4.1.1.1** Where fire service mains enter the building adjacent to the foundation, the pipe may run under a building to a maximum of 24 inches, as measured from the interior face of the exterior wall to the center of the vertical pipe. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints or it shall comply with 10.4.3.2.1 through 10.4.3.2.4.

### **Appendices**

**Appendix A** is deleted in its entirety without replacement.

**Appendix B** is adopted in its entirety without amendments.

**Appendix BB** is adopted in its entirety without amendments.

**Appendix C** is adopted in its entirety without amendments.

**Appendix CC** is adopted in its entirety without amendments.

**Appendix D** is deleted in its entirety without replacement.

**Appendix E** is deleted in its entirety without replacement.

**Appendix F** is deleted in its entirety without replacement.

**Appendix G** is deleted in its entirety without replacement.

**Appendix H** is adopted in its entirety without replacement.

**Appendix I** is deleted in its entirety without replacement.

**Appendix J** is deleted in its entirety without replacement.

**Appendix K** is deleted in its entirety without replacement.

**Appendix L** is deleted in its entirety without replacement.

**Appendix M** is deleted in its entirety without replacement.

**Appendix N** is deleted in its entirety without replacement.

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

\_\_\_\_\_  
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 Ordinance Number was duly and regularly introduced at a regular meeting of the City Council of the City of Perris held on the 29th day of November 2016 and was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held on the day of January, 2017 and that it was so adopted by the following called vote:

AYES: BURKE, RABB, ROGERS, YARBROUGH, BUSCH

NOES:

ABSENT:

STAIN:

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

**RESOLUTION NO. (NEXT IN ORDER)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AMENDING SECTION 5 OF RESOLUTION NO. 2715 BY ADOPTING THE 2013 BUILDING VALUATION RATES, AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL (ICC) IN THE 2013 BUILDING STANDARDS VALUATION TABLES, FOR USE IN THE CALCULATION OF CERTAIN BUILDING, ELECTRICAL, PLUMBING AND MECHANICAL PERMIT FEES.**

WHEREAS, requests for certain services from the City of Perris ("City") are made by the general public to the City to allow the public to comply with the Perris Municipal Code and state and federal laws; and

WHEREAS, the provision of such services by City staff constitutes an expense to the City; and

WHEREAS, the City has always intended to recover the costs it incurs for providing such services to the general public by collecting fees to reimburse the City's costs; and

WHEREAS, the City currently utilizes Building Valuation Rates as published in the March/April 1994 Building Standards magazine for the calculation of certain building, electrical, and mechanical fees and which is outdated and fails to adequately reimburse the City for its expenses; and

WHEREAS, the Building Valuation Rates are updated and published annually in the Building Standards magazine; and

WHEREAS, City staff has analyzed the City's actual cost for certain building, electrical, mechanical, and plumbing permit fees in relation to the most recent Building Valuation Rates and determined that the City's costs for such permits should utilize the 2013 Building Valuation Rates as published by the International Code Council (ICC) in the Building Standards Valuation Tables ("2013 Building Valuation Rates"); and

WHEREAS, City staff has further analyzed and determined that the use of the 2013 Building Valuation Rates for calculating such permit fees, as contemplated by this Resolution, including any materials related thereto, do not exceed the costs borne by the City; and,

WHEREAS, the City Council now desires to update the Building Valuation Rates used for the calculating the amount of the fees it collects for providing certain building, electrical, mechanical, and plumbing services by adopting the 2013 Building Valuation Rates; and

WHEREAS, by adopting the 2013 Building Valuation Rates, the fees for certain building, electrical, plumbing and mechanical permits will increase; and

WHEREAS, on November 16, 2016 and November 23, 2016, a notice of the public hearing to be held on November 29, 2016 regarding the proposed fee increases was published in Perris Progress; and,

WHEREAS, all interested parties that requested notice of the proposed fee increases were notified, in writing, fourteen days prior to the public hearing held on November 29, 2016 regarding the same; and,

WHEREAS, at least ten days prior to the November 29, 2016 public hearing, the City made available to the public data indicating the amount of the cost, or estimated cost, required to provide the service for which the fee or service charge is levied and the revenue sources anticipated to provide the service; and,

WHEREAS, on November 29, 2016, after a staff report, the City Council held a duly noticed public hearing at which oral and written testimony was received and considered; and,

WHEREAS, the City Council now desires to adopt the 2013 Building Valuation Rates contemplated by this Resolution.

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

**SECTION 1.** The recitals above are true and correct and incorporated herein by reference.

**SECTION 2.** The City hereby amends Section 5 of Resolution No. 2715 by adopting the 2013 Building Valuation Rates, as published in the International Code Council (ICC) 2013 Building Valuation Tables and as attached in Exhibit A, for use in calculating certain building, electrical, and mechanical permit fees as more fully set forth in Section 5 of Resolution No. 2715.

**SECTION 3.** That the resulting fees set forth above do not exceed the estimated reasonable cost of providing such services to the public.

**SECTION 4.** That the adoption of these fees is exempt from the provisions of the California Environmental Quality Act (CEQA) because the creation of a government funding mechanism which does not involve any commitment to any specific project is not a "project" under CEQA pursuant to Public Resources Code Section 21080 and CEQA Guideline 15378(b)(4).

**SECTION 5.** Resolution No. 2715 shall remain unchanged except as otherwise modified by this Resolution.

**SECTION 6.** The City Clerk shall certify as to the adoption of this Resolution.

ADOPTED, SIGNED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2016.

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MAYOR OF THE CITY OF PERRIS

ATTEST:

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CITY CLERK

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

I, Margaret Rey, duly elected City Clerk of the City of Perris, California, hereby certify that the foregoing Resolution Number 2715 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 June, 1999, by the following called vote:

Ayes: Larios, Yarbrough, Torres and Landers Noes: None  
Absent: Larragoitiy

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

Exhibit A – 2013 ICC Building valuation Data Table

## Building Valuation Data – August 2013

The International Code Council is pleased to provide the following Building Valuation Data (BVD) for its members. The BVD will be updated at six-month intervals, with the next update in February 2014. ICC strongly recommends that all jurisdictions and other interested parties actively evaluate and assess the impact of this BVD table before utilizing it in their current code enforcement related activities.

The BVD table provides the “average” construction costs per square foot, which can be used in determining permit fees for a jurisdiction. Permit fee schedules are addressed in Section 109.2 of the 2012 *International Building Code* (IBC) whereas Section 109.3 addresses building permit valuations. The permit fees can be established by using the BVD table and a Permit Fee Multiplier, which is based on the total construction value within the jurisdiction for the past year. The Square Foot Construction Cost table presents factors that reflect relative value of one construction classification/occupancy group to another so that more expensive construction is assessed greater permit fees than less expensive construction.

ICC has developed this data to aid jurisdictions in determining permit fees. It is important to note that while this BVD table does determine an estimated value of a building (i.e., Gross Area x Square Foot Construction Cost), this data is only intended to assist jurisdictions in determining their permit fees. This data table is not intended to be used as an estimating guide because the data only reflects average costs and is not representative of specific construction.

This degree of precision is sufficient for the intended purpose, which is to help establish permit fees so as to fund code compliance activities. This BVD table provides jurisdictions with a simplified way to determine the estimated value of a building that does not rely on the permit applicant to determine the cost of construction. Therefore, the bidding process for a particular job and other associated factors do not affect the value of a building for determining the permit fee. Whether a specific project is bid at a cost above or below the computed value of construction does not affect the permit fee because the cost of related code enforcement activities is not directly affected by the bid process and results.

### Building Valuation

The following building valuation data represents average valuations for most buildings. In conjunction with IBC Section 109.3, this data is offered as an aid for the building official to determine if the permit valuation is underestimated. Again it should be noted that, when using this data, these are “average” costs based on typical construction methods for each occupancy group and type of construction. The average costs include foundation work, structural and nonstructural building components, electrical, plumbing, mechanical and interior finish material. The data is a national average and

does not take into account any regional cost differences. As such, the use of Regional Cost Modifiers is subject to the authority having jurisdiction.

### Permit Fee Multiplier

Determine the Permit Fee Multiplier:

1. Based on historical records, determine the total annual construction value which has occurred within the jurisdiction for the past year.
2. Determine the percentage (%) of the building department budget expected to be provided by building permit revenue.

$$\text{Permit Fee Multiplier} = \frac{\text{Bldg. Dept. Budget} \times (\%)}{\text{Total Annual Construction Value}}$$

### Example

The building department operates on a \$300,000 budget, and it expects to cover 75 percent of that from building permit fees. The total annual construction value which occurred within the jurisdiction in the previous year is \$30,000,000.

$$\text{Permit Fee Multiplier} = \frac{\$300,000 \times 75\%}{\$30,000,000} = 0.0075$$

### Permit Fee

The permit fee is determined using the building gross area, the Square Foot Construction Cost and the Permit Fee Multiplier.

$$\text{Permit Fee} = \text{Gross Area} \times \text{Square Foot Construction Cost} \times \text{Permit Fee Multiplier}$$

### Example

Type of Construction: IIB

Area: 1st story = 8,000 sq. ft.

2nd story = 8,000 sq. ft.

Height: 2 stories

Permit Fee Multiplier = 0.0075

Use Group: B

1. Gross area:  
Business = 2 stories x 8,000 sq. ft. = 16,000 sq. ft.
2. Square Foot Construction Cost:  
B/IIB = \$158.73/sq. ft.
3. Permit Fee:  
Business = 16,000 sq. ft. x \$158.73/sq. ft x 0.0075  
= \$19,048

**Important Points**

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.
- For purposes of establishing the Permit Fee Multiplier, the estimated total annual construction value for a given time period (1 year) is the sum of each building's value (Gross Area x Square Foot Construction Cost) for that time period (e.g., 1 year).
- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

**Square Foot Construction Costs <sup>a, b, c, d</sup>**

Group (2012 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	224.86	217.27	211.75	202.82	190.47	185.12	196.05	174.13	167.22
A-1 Assembly, theaters, without stage	205.84	198.25	192.73	183.80	171.46	166.11	177.03	155.12	148.21
A-2 Assembly, nightclubs	175.48	170.50	165.74	159.07	149.41	145.36	153.20	135.40	131.56
A-2 Assembly, restaurants, bars, banquet halls	174.48	169.50	163.74	158.07	147.41	144.36	152.20	133.40	130.56
A-3 Assembly, churches	207.90	200.31	194.78	185.86	173.66	168.32	179.09	157.32	150.42
A-3 Assembly, general, community halls, libraries, museums	173.93	166.34	159.82	151.89	138.66	134.32	145.12	122.32	116.42
A-4 Assembly, arenas	204.84	197.25	190.73	182.80	169.46	165.11	176.03	153.12	147.21
B Business	179.33	172.77	166.90	158.73	144.01	138.61	152.18	126.55	120.48
E Educational	190.23	183.68	178.30	170.23	158.53	150.15	164.36	138.54	134.04
F-1 Factory and industrial, moderate hazard	108.42	103.32	97.18	93.38	83.24	79.62	89.22	68.69	64.39
F-2 Factory and industrial, low hazard	107.42	102.32	97.18	92.38	83.24	78.62	88.22	68.69	63.39
H-1 High Hazard, explosives	101.53	96.44	91.29	86.49	77.57	72.95	82.34	63.02	N.P.
H234 High Hazard	101.53	96.44	91.29	86.49	77.57	72.95	82.34	63.02	57.71
H-5 HPM	179.33	172.77	166.90	158.73	144.01	138.61	152.18	126.55	120.48
I-1 Institutional, supervised environment	177.76	171.50	166.52	159.45	146.31	142.45	159.13	131.29	126.72
I-2 Institutional, hospitals	304.49	297.93	292.06	283.89	268.07	N.P.	277.34	250.61	N.P.
I-2 Institutional, nursing homes	210.47	203.90	198.04	189.87	175.09	N.P.	183.31	157.63	N.P.
I-3 Institutional, restrained	204.27	197.71	191.84	183.67	170.47	164.08	177.12	153.01	144.94
I-4 Institutional, day care facilities	177.76	171.50	166.52	159.45	146.31	142.45	159.13	131.29	126.72
M Mercantile	130.79	125.81	120.05	114.38	104.47	101.42	108.50	90.46	87.62
R-1 Residential, hotels	179.14	172.89	167.90	160.83	147.95	144.10	160.52	132.93	128.36
R-2 Residential, multiple family	150.25	143.99	139.01	131.94	119.77	115.91	131.62	104.74	100.18
R-3 Residential, one- and two-family	141.80	137.90	134.46	131.00	125.88	122.71	128.29	117.71	110.29
R-4 Residential, care/assisted living facilities	177.76	171.50	166.52	159.45	146.31	142.45	159.13	131.29	126.72
S-1 Storage, moderate hazard	100.53	95.44	89.29	85.49	75.57	71.95	81.34	61.02	56.71
S-2 Storage, low hazard	99.53	94.44	89.29	84.49	75.57	70.95	80.34	61.02	55.71
U Utility, miscellaneous	74.83	70.51	66.11	62.74	56.42	52.69	59.81	44.15	42.06

- a. Private Garages use Utility, miscellaneous
- b. Unfinished basements (all use group) = \$15.00 per sq. ft.
- c. For shell only buildings deduct 20 percent
- d. N.P. = not permitted

**CITY COUNCIL  
AGENDA SUBMITTAL**

**Meeting Date: November 29, 2016**

**SUBJECT:** Financial Advisor Consulting Services

**REQUESTED ACTION:** To approve and authorize the City Manager to execute the Financial Advisor services contract

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

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**BACKGROUND/DISCUSSION:**

The role of a Financial Advisor is to serve as the City's consultant on debt financing projects, to provide independent financial advice, and to serve solely the interest of the City. The Financial Advisor reports to the City Council and consults directly with the City Manager and Finance staff.

The City's current Financial Advisor retired in early 2016 and Finance staff commenced an RFP process to find a qualified replacement in July. After a review of the proposals received, five of the consultants were selected as potential service providers and interviews with each firm were scheduled. A panel consisting of the City's Bond Counsel (Aleshire & Wynder), CFD Administrator (Willdan Financial Services), and the City's Assistant Director of Finance (Jennifer Erwin, City of Perris) administered the interview of each firm. A selection was made by the panel based on the questions administered as well as each firm's exhibited experience in municipal debt financing. The panel recommended Fieldman, Rolapp and Associates, who holds many decades of experience as a Financial Advisor to municipalities.

On October 27, 2016, the Ways and Means Subcommittee members met Mr. James Fabian from Fieldman, Rolapp and Associates. He presented his firm to the Subcommittee and discussed his and the firm's background in municipal finance. The Subcommittee recommended Mr. Fabian introduce himself to the City Council and City staff bring forth the consulting services contract for approval.

City staff is recommending to approve the contract as attached for an initial term of one year and authorize the City Manager to execute the contract document. Future contract extensions will be brought to the City Council for review and approval.

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**BUDGET (or FISCAL) IMPACT:** None at this time. The Financial Advisor is paid by each bond issuance, with respect to CFD's, and by developer deposits. Only special projects undertaken in the future (example: bonds for the water system), if any, would result in a fiscal impact to the City's general or enterprise funds. If such project was undertaken, the funding source would be presented to the City Council for approval.

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Assistant City Manager *AM*  
Assistant Director of Finance

**Attachments:**

1. **Contract for Financial Advisor Services**

**Business**

**PROFESSIONAL SERVICES AGREEMENT  
FOR FINANCIAL ADVISOR**

This agreement has been entered into this \_\_\_\_\_ day of November, 2016 by and between the City of Perris (the "City") and Fieldman, Rolapp & Associates, Inc. (herein, the "Consultant").

**WHEREAS**, the City desires independent financial advisory services to be performed in connection with assisting the City with future debt issuance and policy development (herein, the "Project"); and

**WHEREAS**, the City desires to retain the professional and technical services of the Consultant for the purpose of debt issuance, (herein, the "Services");

**WHEREAS**, the Consultant is well qualified to provide professional financial advice to entities such as the City;

**NOW, THEREFORE**, in consideration of the above recitals and the mutual covenants and conditions hereinafter set forth, it is agreed as follows:

**Section 1      Financial Advisory Services.**

As directed by the City, Consultant will provide services in connection with the Project as such Services are fully described in Exhibit A attached to this Agreement. Consultant is engaged in an expert financial advisory capacity to the City only. It is expressly understood that the Services rendered hereunder are rendered solely to the City of Perris. Consultant does not undertake any responsibility to review disclosure documents on behalf of owners or beneficial owners of bonds or debt which may arise from the Consultant's work hereunder.

**Section 2      Additional Requested Services.**

The City may request that Consultant provide additional services beyond the scope of those referenced in Section 1 above and specifically listed in Exhibit A to this Agreement. Services performed for the City by Consultant that are not otherwise specifically identified in Exhibit A to this Agreement shall be Additional Services. Additional Services include, but are not limited to, the following:

- 2.01    Assisting the City in obtaining enabling legislation or conducting referendum elections.
- 2.02    Extraordinary services and extensive computer analysis in the structuring or planning of any debt issue or financing program.
- 2.03    The repeat of any element of a service described in Exhibit A to this Agreement which is made necessary through no fault of Consultant.
- 2.04    Financial management services, including development of financial policies, capital improvement plans, economic development planning, credit analysis or

review and such other services that are not ordinarily considered within the scope of services described in Exhibit A to this Agreement.

- 2.05 Services rendered in connection with any undertaking of the City relating to a continuing disclosure agreement entered into in order to comply with Securities and Exchange Commission Rule 15c2-12 or other similar rules.
- 2.06 Services rendered to the City in connection with calculations or determination of any arbitrage rebate liability to the United States of America arising from investment activities associated with debt issued to fund the Project.

**Section 3 Compensation**

- 3.01 For Consultant's performance of Services as described in this Agreement, including Additional Services requested by the City, the Consultant's compensation will be as provided in of Exhibit B attached to this Agreement,
- 3.02 Payment of Consultant's expenses shall be made at the time and in the form as provided for in Exhibit B to this Agreement.
- 3.03 Unless otherwise specified, payment of Consultant's compensation and expenses is due thirty (30) days after submission of Consultant's invoice for services.
- 3.04 In the event the Services of the Consultant are abandoned prior to completion of Consultant's work, Consultant shall be compensated for Services performed to the point of abandonment as if such Services were an additional service pursuant to Section 2 of this Agreement for CFD formation services. An act of abandonment shall be deemed to have occurred when no action has been taken by the City relative to the services of the Consultant for a period of three (3) months from the date of the initial performance of a service, and there has been a written notification to the Consultant of an abandonment of the Project by the City.
- 3.05 The schedule of Consultant fees set forth in this Agreement and Exhibits is guaranteed by Consultant for a period of twelve (12) months from the date of this Agreement.

**Section 4 Personnel.**

Consultant has, or will secure, all personnel required to perform the services under this Agreement. Consultant shall make available other qualified personnel of the firm as may be required to complete Consultant's services. The City has the right to approve or disapprove any proposed changes in Consultant's staff providing service to the City. The City and Consultant agree that such personnel are employees only of Consultant and shall not be considered to be employees of the City in any way whatsoever.

**Section 5 Term of Agreement.**

This Agreement shall continue in full force and effect for a period of twelve (12) months from the date hereof unless terminated by either party by not less than

thirty (30) days written notice to the other party except that the Agreement shall continue in full force and effect until completion of Consultant's services or until an abandonment shall have occurred as described in Section 3.04 hereof. This Agreement may be extended from time to time as agreed by the City and the Consultant.

**Section 6      Modification.**

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time by mutual consent of the parties. This shall not prohibit the City and Consultant from entering into separate agreements for other services.

**Section 7      Work Products.**

All work products or any form of property developed by the Consultant in providing the Services shall be provided to the City on request. Work products developed by the Consultant shall be the property of the City, provided that Consultant may use such work products developed for the City and may employ those work products to develop refinements or additional work products in the course of its business.

**Section 8      Assignment.**

The rights and obligations of the City under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the City. This agreement may not be assigned by the Consultant without the consent of the City except for compensation due Consultant.

**Section 9      Disclosure.**

Consultant does not assume the responsibilities of the City, nor the responsibilities of the other professionals and vendors representing the City, in the provision of services and the preparation of the financing documents, including initial and secondary market disclosure, for financings undertaken by the City. Information obtained by Consultant and included in any disclosure documents is, by reason of experience, believed to be accurate; however, such information is not guaranteed by Consultant.

**Section 10     Confidentiality.**

The Consultant agrees that all financial, statistical, personal, technical and other data and information designated by the City as confidential shall be protected by the Consultant from unauthorized use or disclosure. The City acknowledges that the Consultant is required to comply with applicable laws governing disclosure of public information.

**Section 11     Indemnification.**

The City and Consultant shall each indemnify and hold harmless the other from and against any and all losses, claims, damages, expenses, including legal fees

for defense, or liabilities, collectively, damages, to which either may be subjected by reason of the other's acts, errors or omissions, except however, neither will indemnify the other from or against damages by reason of changed events and conditions beyond the control of either or errors of judgment reasonably made.

**Section 12 Insurance.**

12.01 Consultant shall maintain workers' compensation and employer's liability insurance during the term of this Agreement.

12.02 Consultant, at its own expense, shall obtain and maintain insurance at all times during the prosecution of this contract. Such insurance must be written with a Best Guide "A"-rated or higher insurance carrier admitted to write insurance in the state where the work is located.

12.03 Insurance coverages shall not be less than the following:

**A. Workers' Compensation**

1. State worker's compensation statutory benefits
2. Employer's Liability - policy limits of not less than \$1,000,000.

**B. Comprehensive General Liability coverage with policy limits of not less than \$1,000,000 combined single limit for bodily injury and property damage and including coverage for the following:**

1. Premises operations
2. Contractual liability
3. Products
4. Completed operation

**C. Errors and omissions with policy limits of \$2,000,000.**

12.04 Certificates of insurance naming the City as an additional insured shall be submitted to the City evidencing the required coverages, limits and locations of operations to which the insurance applies, and the policies of insurance shall contain a 30 day notice of cancellation or non-renewal.

**Section 13 Permits/Licenses.**

The Consultant shall obtain any permits or licenses, as may be required for it to complete the services required under this Agreement.

**Section 14 Binding Effect.**

14.01 A waiver or indulgence by the City of a breach of any provision of this Agreement by the Consultant shall not operate or be construed as a waiver of any subsequent breach by the Consultant.

14.02 All agreements contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted

as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this Agreement shall not be affected by such determination and shall remain in full force and effect. This Agreement shall not fail because any part or any clause hereof shall be held indefinite or invalid.

- 14.03 Each party hereto represents and warrants that this Agreement has been duly authorized and executed by it and constitutes its valid and binding agreement, and that any governmental approvals necessary for the performance of this Agreement have been obtained.

**Section 15 Conflict of Interest.**

**15.01 Representations and Warranties:**

A. Other than the compensation described in this Agreement, Consultant has no other interest, direct or indirect, that would interfere with or impair in any matter or degree the performance of Consultant's obligations under this Agreement. During the term of this Agreement, Consultant will not acquire or obtain any such interest, direct or indirect. If any such interest is acquired or obtained, Consultant will immediately advise the City.

B. Consultant has not provided any gift or consideration to any officer, employee or agent of the City to obtain approval of the City to this Agreement. Neither Consultant, nor its officers or employees will provide any such gift or consideration to any officer, employee or agent of the City to influence decisions with regard the Project or Consultant's obligations under this Agreement.

- 15.02 Compensation contingent on the completion of a financing or project is customary for municipal financial advisors. To the extent that compensation to the Consultant under this Agreement, specified in Exhibit B, is contingent on the issuance of debt or completion of a financing or project, a potential conflict of interest exists as Consultant would have an incentive to recommend to the City the completion of a transaction or project that might be unnecessary.

- 15.03 Any agreement with either Applied Best Practices LLC or Fieldman Rolapp Financial Services LLC, affiliated entities to Consultant, could result in a conflict of interest if the subject of such agreement conflicts with the duties of Consultant under this Agreement.

**IN WITNESS** Whereof, the parties have duly executed this Agreement as of the day and year first above set forth.

**CITY OF PERRIS**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FIELDMAN, ROLAPP & ASSOCIATES, INC.**  
19900 MacArthur Boulevard, Suite 1100  
Irvine, CA 92612

By: *James V. Saban*

Title: Principal

Date: *11/17/2016*

**EXHIBIT A  
TO  
PROFESSIONAL SERVICES AGREEMENT FOR FINANCIAL ADVISOR  
BY AND BETWEEN  
THE CITY OF PERRIS  
AND  
FIELDMAN, ROLAPP & ASSOCIATES**

*Scope of Services*

**A. General Services.**

The Consultant shall perform all the duties and services described in Section 1 of this Agreement and shall provide such other services as it deems necessary or advisable to accomplish the Project, consistent with the standards and practice of professional financial advisors prevailing at the time such services are rendered to the City.

The City may, with the concurrence of Consultant, expand this Agreement to include Additional Services not specifically identified within the terms of this Agreement. Any Additional Services may be described in an addendum to this Exhibit A and are subject to compensation described in Exhibit B to this Agreement.

We will perform an extensive review of the City's overall financial status including the Successor Agency and the Public Utility Authority, debt outstanding, and available cash reserves. It will include the potential review of existing policies, as well as possibly the development of new financial policies, which will be discussed and drafted by the joint efforts of City Staff, FRA, and City Attorney, where appropriate. We will work with Staff to understand the City's short and long term objectives. It will include preparing financial analysis as requested by the City of potential refunding opportunities or new money needs, providing on-call advice as requested by the City, assisting in negotiating contracts and detailing financial impact to the City, and providing updates on financial market conditions.

**B. CFD Formation Services.**

1. Assist the City in the establishment of new, or review of existing Local Agency Goals and Policies in order to look beyond the minimum requirements of the state statute; address broader policy issues; and use the Goals and Policies as a tool to educate policymakers and stakeholders about CFDs. We often present these to the City Council at a regular meeting or study session.
2. After the Goals and Policies have been adopted or updated, we would assist City staff negotiate Development Agreement provisions related to any future CFD for services or facilities. Our experience in recent years is that Developers are trying to include into Development Agreements specific language to predetermine how the future services or facilities CFDs will be structured. In two cities recently, we found that the Development Agreements included specific CFD provisions such as:
  - Total Effective Tax Rate
  - Special Tax Escalator

- Use of Pay-Go special tax payments to reimburse the Developer for infrastructure
- Inclusion of Developer's Consultant costs as eligible expenses
- Developer determines who will be the lead agency to form the CFD

As the City's Financial Advisor, we would review all CFD related terms included in a proposed Development Agreement to make sure they are consistent with the City's Goals and Policies and do not predetermine how the CFD will be structured in the future. If no Development Agreement is required we will skip this step.

3. Facilitate a required discussion of the business deal with the Developer formalized in the Acquisition Agreement to determine how to structure the CFD. It is our preference to develop a term sheet to outline the structuring issues for the CFD. The term sheet is then used to assist Bond Counsel in drafting the legal documents. We would assist in the development, review and finalization of a Deposit and Reimbursement Agreement to ensure all formation expenses are paid for by the Developer out of an up-front deposit.
4. To the extent that you have not already procured services we would take the lead in procuring the services of a Special Tax Consultant, Market Absorption Consultant, Appraiser, Underwriter and Trustee. We have sample RFPs that we can tailor specifically to the City's needs and lists of firms who provide these required services. We will work with you to make the selection process fit your procurement procedures. We would need to have further discussions to determine if the City has an existing Underwriting firm or whether the City would like us to procure the services of an Underwriting firm after the CFD is formed.
5. We would develop a schedule to guide the City through the formation process to establish the CFD and to sell Bonds. We would need City staff, Bond Counsel, and the Developer's input before the schedule could be finalized.
6. We would schedule a kick-off meeting with the financing team to review the project, term sheet, and draft schedule. It is our recommendation to conduct an in-person kick-off meeting and to schedule follow-up conference calls with the financing team on a set day and time every three weeks. We would prepare conference call e-mail notices, conference call agendas and document follow-up action items.
7. In conjunction with City staff, and Bond Counsel we would review the Rate and Method of Apportionment (RMA) and Special Tax Pro-Forma prepared by the Special Tax Consultant. We would assist in the negotiations with the Developer to refine the RMA and Pro-forma into final form for Council approval and the vote of the property owner.
8. We would review all legal documents prepared by Bond Counsel related to the Resolutions of Intention to establish the CFD and the Resolutions of Formation to form the CFD and approve the CFD report. We would review the CFD Boundary Map, CFD ballots and Notice of Special Tax Liens.

**C. Transaction Services.**

The Consultant shall assume primary responsibility for assisting the City in coordinating the planning and execution of each debt issue relating to the Project. Insofar as the Consultant is providing Services which are rendered only to the City, the overall coordination of the financing shall be such as to minimize the costs of the transaction coincident with maximizing the City's

financing flexibility and capital market access. The Consultant's proposed debt issuance Services may include, but shall not be limited to, the following:

- Assist the City establish the Financing Objectives
- Develop the Financing Schedule
- Monitor the Transaction Process
- Review the Official Statement, both preliminary and final
- Procure and Coordinate Additional Service Providers
- Provide Financial Advice to the City Related to Financing Documents
- Compute Sizing and Design Structure of the Debt Issue
- Plan and Schedule Rating Agency Presentation
- Conduct Credit Enhancement Procurement and Evaluation
- Conduct Market Analysis and Evaluate Timing of Market Entry
- Recommend Award of Debt Issuance
- Provide Pre-Closing and Closing Assistance

Specifically, Consultant will:

1. Assist the City establish the Financing Objectives.

At the onset of the financing transaction process for the Project, the Consultant shall review the City's financing needs and in conjunction with the City's management, outline the objectives of the financing transaction to be undertaken and its proposed form.

Unless previously determined, Consultant shall recommend the method of sale of debt and outline the steps required to achieve efficient market access.

2. Develop the Financing Timetable.

The Consultant shall take the lead role in preparing a schedule and detailed description of the interconnected responsibilities of each team member and update this schedule, with refinements, as necessary, as the work progresses.

3. Monitor the Transaction Process.

The Consultant shall have primary responsibility for the successful implementation of the financing strategy and timetable that is adopted for each debt issue relating to the Project. The Consultant shall coordinate (and assist, where appropriate) in the preparation of the legal and disclosure documents and shall monitor the progress of all activities leading to the sale of debt. The Consultant shall prepare the timetables and work schedules necessary to achieve this end in a timely, efficient and cost-effective manner and will coordinate and monitor the activities of all parties engaged in the financing transaction.

4. Review the Official Statement.

The Consultant shall review the official statement for each debt issue relating to the Project to insure that the City's official statement is compiled in a manner consistent with industry standards.

5. Procure and Coordinate Additional Service Providers.

Should the City desire, the Consultant may act as City's representative in procuring the services of financial printers for the official statement and related documents, and for the printing of any securities. In addition, the Consultant may act as the City's representative in procuring the services of trustees, paying agents, fiscal agents, feasibility consultants, redevelopment consultants, or escrow verification agents or other professionals, if the City directs.

6. Provide Financial Advice to the City Relating to Financing Documents.

Simultaneous with the review of official statements for each debt issue relating to the Project, the Consultant shall assist the managing underwriters, bond counsel and/or other legal advisors in the drafting of the respective financing resolutions, notices and other legal documents. In this regard, the Consultant shall monitor document preparation for a consistent and accurate presentation of the recommended business terms and financing structure of each debt issue relating to the Project, it being specifically understood however that the Consultant's services shall in no manner be construed as the Consultant engaging in the practice of law.

7. Compute Sizing and Design Structure of Debt Issue.

The Consultant shall work with the City's staff to design a financing structure for each debt issue relating to the Project that is consistent with the City's objectives, that coordinates each transaction with outstanding issues and that reflects current conditions in the capital markets.

8. Plan and Schedule Rating Agency Presentations.

The Consultant shall develop a plan for presenting the financing program to the rating agencies. The Consultant shall schedule rating agency visits, if appropriate, to assure the appropriate and most knowledgeable rating agency personnel are available for the presentation and will develop presentation materials and assist the City officials in preparing for the presentations.

9. Conduct Credit Enhancement Evaluation and Procurement.

Upon the City's direction, the Consultant will initiate discussions with bond insurers, letter of credit providers and vendors of other forms of credit enhancements to determine the availability of and cost benefit of securing financing credit support.

10. Conduct Market Analysis and Evaluate Timing of Market Entry.

The Consultant shall provide regular summaries of current municipal market conditions, trends in the market and how these may favorably or unfavorably affect the City's proposed financing.

a. Competitive Sales.

For all types of competitive sale of debt, the Consultant shall undertake such activities as are generally required for sale of securities by competitive bid including, but not limited to the following:

- Review and comment on terms of Notice of Sale Inviting Bids
- Provide advice on debt sale scheduling
- Provide advice on the use of electronic bidding systems
- Coordinate bid opening with the City officials
- Verify bids received and make recommendations for acceptance
- Provide confirmation of issue sizing, based upon actual bids received, where appropriate
- Coordinate closing arrangements with the successful bidder(s)

b. Negotiated Sales.

In the case of a negotiated sale of debt, the Consultant shall perform a thorough evaluation of market conditions preceding the negotiation of the terms of the sale of debt and will assist the City with the negotiation of final issue structure, interest rates, interest cost, reoffering terms and gross underwriting spread and provide a recommendation on acceptance or rejection of the offer to purchase the debt. This assistance and evaluation will focus on the following areas as determinants of interest cost:

- Size of financing
- Sources and uses of funds
- Terms and maturities of the debt issue
- Review of the rating in pricing of the debt issue
- Investment of debt issue proceeds
- Distribution mix among institutional and retail purchasers
- Interest rate, reoffering terms and underwriting discount with comparable issues
- Redemption provisions

11. Recommend Award of Debt Issuance.

Based upon activities outlined in Task 10(a) and 10(b) above, the Consultant will recommend accepting or rejecting offers to purchase the debt issue. If the City elects to award the debt issue, the Consultant will instruct all parties and help facilitate the actions required to formally consummate the award.

12. Provide Pre-Closing and Closing Activities.

The Consultant shall assist in arranging for the closing of each financing. The Consultant shall assist counsel in assuming responsibility for such arrangements as they are required, including arranging for or monitoring the progress of bond printing, qualification of issues for book-entry status, signing and final delivery of the securities and settlement of the costs of issuance.

**EXHIBIT B  
TO  
PROFESSIONAL SERVICES AGREEMENT FOR FINANCIAL ADVISOR  
BY AND BETWEEN  
THE CITY OF PERRIS  
AND  
FIELDMAN, ROLAPP & ASSOCIATES**

***Compensation and Expenses***

**Transaction Based Compensation**

For Services referenced in Section 1 of this Agreement, including Services performed after the adoption by the City Council, the Consultant will be compensated as described in the table below:

<u>Transaction Size</u>		<u>Fees</u>
\$1	to	\$40,000,000
\$40,000,001	to	\$80,000,000
\$80,000,001	and above	to be negotiated

Payment of compensation earned by Consultant pursuant to this Part 1 shall be contingent on, and payable at the closing of the debt issue(s) undertaken to finance the Project.

**Hourly Compensation**

For Services and Additional Services referenced in Section 1 and Section 2 of this Agreement, including Services performed prior to the adoption by City Council, the Consultant will be compensated at the then current hourly rates. The table below reflects the rates in effect as of the date of execution of this Agreement.

<u>Personnel</u>	<u>Hourly Rate</u>
Executive Officer.....	\$335.00
Principal.....	\$305.00
Principal/Senior Vice President.....	\$290.00
Vice President.....	\$240.00
Assistant Vice President .....	\$205.00
Senior Associate .....	\$160.00
Associate.....	\$135.00
Analyst.....	\$90.00
Administrative Assistant.....	\$70.00
Clerical.....	\$40.00

Hourly Compensation will be billed on a monthly basis. CFD formation and policy development services will be billed on an hourly basis.

**Expenses**

Expenses will be billed for separately and will cover, among other things, travel, lodging, subsistence, overnight courier, and conference calls. Advances made on behalf of the City for

costs of preparing, printing or distributing disclosure materials or related matter whether by postal services or electronic means, may also be billed through to the City upon prior authorization. Out of pocket expenses will be capped at \$3,500 per transaction.

### **Limiting Terms and Conditions**

The fee shown above in Part 1 presumes attendance at up to 8 meetings in the City's offices or such other location within a 25-mile radius of the City place of business as the City may designate. Preparation for, and attendance at City Council meetings on any basis other than "by appointment" may be charged at our normal hourly rates as shown in Part 2, above if the City has approved additional charges in advance.

### **Abandonment**

If, once commenced, the services of the Consultant are terminated prior to completion of our final report for any reason, the Consultant will be compensated for professional services and reimbursed for expenses incurred through the time of receive notification of such termination at the standard hourly rates shown above, for CFD formation services.

