

*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, August 11, 2015
6:00 P.M.
City Council Chambers
(corner of San Jacinto and Perris Boulevard)
101 North "D" Street
Perris, California

1. CALL TO ORDER: 6:00 p.m.

2. ROLL CALL:

Burke, Rabb, Rogers, Busch

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

Mayor Pro Tem Burke will lead the Pledge of Allegiance.

5. PRESENTATIONS/ANNOUNCEMENTS:

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

6. APPROVAL OF MINUTES:

A. Approval of 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 Joint Powers Authority and the Perris Community Economic Development Corporation of the City of Perris held July 14, 2015.

7. CONSENT CALENDAR:

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

- A. Adopt the Second Reading of Ordinance Number (next in order) amending regulations of sales of Mobile Food Facilities.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING MUNICIPAL CODE SECTION 5.06.660 REGARDING REGULATIONS OF SALES OF MOBILE FOOD FACILITIES

- B. Adopt the Second Reading of Ordinance Number 1320 regarding Ordinance Amendment 15-05070, an Ordinance Amendment to Perris Municipal Code Section 5.32, Yard Sales, to amend regulations for yard sales in the City of Perris.

The Second Reading of Proposed Ordinance Number 1320 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING THE FIRST READING OF ORDINANCE AMENDMENT 15-05070 TO AMEND PERRIS MUNICIPAL CODE SECTION 5.32, YARD SALES AND MAKE FINDINGS IN SUPPORT THEREOF

- C. Adopt Resolution Number (next in order) establishing yard sale permit fees for residential properties.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ESTABLISHING YARD SALE PERMIT FEES FOR RESIDENTIAL PROPERTIES, AND MAKE FINDINGS IN SUPPORT THEREOF

- D. Adopt Resolution Numbers (next in order) regarding Annexation of Parcel Map 36549 to Maintenance District No. 84-1; located on the

west side of Redlands Avenue between Nance and Markham Streets.
(Ownership of CI Perris 151, LLC).

The Proposed Resolution Numbers (next in order) are entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF PARCEL MAP 36540 INTO MAINTENANCE DISTRICT NUMBER 84-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF PARCEL MAP 36540 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO MAINTENANCE DISTRICT NUMBER 84-1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF PARCEL MAP 36540 TO MAINTENANCE DISTRICT NUMBER 84-1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AN OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON OCTOBER 13, 2015

- E. Adopt Resolution Numbers (next in order) regarding Annexation of Parcel Map 36540 to Landscape Maintenance District No. 1 (LMD 1); located on the west side of Redlands Avenue between Nance and Markham Streets. (Ownership of CI Perris 151, LLC).

The Proposed Resolution Numbers (next in order) are entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF BENEFIT ZONE 113 (PARCEL MAP 36540) TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF PARCEL MAP 36540 TO BENEFIT ZONE 113, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO BENEFIT ZONE 113, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO BENEFIT ZONE 113, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF PARCEL MAP 36540 TO BENEFIT ZONE 113 LANDSCAPE MAINTENANCE DISTRICT NUMBER 1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON OCTOBER 13, 2015

- F. Adopt Resolution Number (next in order) regarding Annexation of Parcel Map 36540 to Flood Control MD No. 1; location on the west side of Redlands Avenue between Nance and Markham Streets. (Ownership of CI Perris 151, LLC).

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO AUTHORIZE LEVYING ASSESSMENTS UPON CERTAIN PARCELS OF REAL

PROPERTY, TO ORDER ANNEXATION OF PARCEL MAP 36540 TO BENEFIT ZONE 82, FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON OCTOBER 13, 2015

- G. Approve the Contract Agreement with Riverside County Department of Animal Services for Animal Sheltering Services.**
- H. Approve Fee Waiver Request by Perris Valley Historical Museum for use of the Bob Glass Gym to hold the Perris Union High School Alumni Banquet on September 12, 2015.**
- I. Receive and File the Quarterly Investment Report for the Quarter Ended June 30, 2015.**
- J. Approve the Settlement Agreement between California Clean Energy Committee, Integra Pacific, LLC, Integra Perris, LLC, and the City of Perris, related to the approval of a Distribution Center located south of Nance Street, north of Markham Street and between Webster and Indian Avenues.**
- K. Approve Fee Waiver Request from the Boys and Girls Club of Perris for the use of Foss Field Park to hold the 3rd Annual African American Family Reunion Celebration on August 29, 2015.**
- L. Adopt Resolution Number (next in order) regarding Environmental Assessment/Stockpile Permit 15-05023, a 4 phase stockpile permit plan to import approximately 1.2 million cubic yards of dirt from the Riverside County Flood Control District Line "A" construction site (Romoland Master Drainage Plan) to Tentative Map 24648 of the Green Valley Specific Plan, generally located at the northeast corner of Ethanac Road and Goetz Avenue. (Applicant: Scott Hildebrandt, Webb and Associates).**

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING MITIGATED NEGATIVE DECLARATION 2317 AND STOCKPILE PERMIT 15-05023, TO IMPORT APPROXIMATELY 1.2 MILLION CUBIC YARDS OF DIRT TO TENTATIVE MAP 24648 OF THE GREEN VALLEY SPECIFIC PLAN, GENERALLY LOCATED AT THE NORTHEAST CORNER

OF ETHANAC ROAD AND GOETZ ROAD AND MAKING
FINDINGS IN SUPPORT THEREOF

- M. Approve Contract Services Agreement with ESGIL Corporation for Building Plan Review Services.
- N. Appointments to three newly created City Committees.
- O. Approve Agreement with Matrix Consulting Group to conduct a Comprehensive User Fee Study.
- P. Approve Contract Agreement with Graffiti Tracker, Inc. for graffiti tracking services.
- Q. Approval of a Change Order to the Contract awarded to New Millennium Construction Services for the Senior Center Renovation Project Phase II.
- R. Approval to award Contract to ProSpectra Contract Flooring for the installation of new flooring and an Award of Contract to Prebot Construction for the repair of the damaged raised floor system at the Bob Glass Gymnasium.

8. **PUBLIC HEARINGS:**

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

- A. Consideration to adopt Resolution Number (next in order) amending the Rubbish Collection Charges (Section 7.16.050 (D) of the Perris Municipal Code) and rescinding Resolution Number 4723.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PERRIS AMENDING RUBBISH COLLECTION CHARGES AS
PERMITTED IN SECTION 7.16.050 (D) OF THE PERRIS
MUNICIPAL CODE AND RESCINDING RESOLUTION NUMBER
4723

Introduced by: Jennifer Erwin, Assistant Director of Finance

PUBLIC COMMENT:

- B. Consideration to adopt Resolution Numbers (next in order) regarding an adjustment to City Sewer Service Rates and Water Rates to Pass Through EMWD Rate increases.**

The Proposed Resolution Numbers (next in order) are entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADOPTING A SEWER SERVICE ADJUSTMENT FOR CITY SEWER MONTHLY SERVICE RATES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA PASSING THROUGH INCREASES IN THE COST OF WATER CHARGED BY EASTERN MUNICIPAL WATER DISTRICT PURSUANT TO PERRIS MUNICIPAL CODE CHAPTER 14.08 AND ADOPTING A FORMULA FOR WATER SERVICE ADJUSTMENTS FOR THE PERRIS DOWNTOWN WATER SYSTEM

Introduced by: Jennifer Erwin, Assistant Director of Finance

PUBLIC COMMENT:

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

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

- A. Grant History Report.**

Introduced by: Ron Carr, Assistant City Manager

PUBLIC COMMENT:

- B. Consideration to adopt Resolution Number (next in order) establishing the date and time for regular City Council Meetings.**

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ESTABLISHING THE DATE AND TIME OF REGULAR CITY COUNCIL MEETINGS

Introduced by: Eric Dunn, City Attorney

PUBLIC COMMENT:

- C. Consideration to establish a designated City Council office and meeting area.

Introduced by: Richard Belmudez, City Manager

PUBLIC COMMENT:

10. PUBLIC COMMENT/CITIZEN PARTICIPATION:

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

11. COUNCIL COMMUNICATIONS:

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

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

12. CITY MANAGER'S REPORT:

13. CLOSED SESSION:

- A. Conference with Real Property Negotiators -- Government Code Section 54956.8
 - Property: 227 North D Street, Perris CA
 - City Negotiator: Richard Belmudez, City Manager
 - Negotiating Parties: Noland Turnage
 - Under Negotiation: Price and terms of payment

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: August 11, 2015

SUBJECT: *Approval of Minutes*

BACKGROUND: None.

FISCAL IMPACT: None.

- **RECOMMENDATION:** Motion to approve the Minutes of the Regular Joint Meeting held on July 14, 2015 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 July 14, 2015 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: July 14, 2015
06:00 PM

Place of Meeting: City Council Chambers

1. CALL TO ORDER: 6:00 p.m.

Mayor Busch called the regular City Council meeting to order at 6:00 p.m.

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

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

3. INVOCATION: Pastor Noland Turnage The Way Christian Fellowship of Perris 1223 Palisades Street Perris, CA 92570

4. PLEDGE OF ALLEGIANCE:

Councilwoman Rogers led the Pledge of Allegiance.

5. PRESENTATIONS/ANNOUNCEMENTS:

- A. Introduction of the Perris Employment Program Workers presented by Saida Amozgar, Human Resources and Risk Supervisor
- B. Presentation of the One Tribe Fest 2015 to be held on September 26, 2015 at Lake Perris State Park presented by Kevin MacDonald, Director of Operations and Brian Alper, Representative of the One Tribe Festival.
- C. Introduction of Gregory Zoll, Parks Services Manager, introduced by Ron Carr, Assistant City Manager

6. APPROVAL OF MINUTES:

- A. Approval of 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 Joint Powers Authority and the Perris Community Economic Development Corporation of the City of Perris held June 9, 2015 and the Special City Council Meeting held on June 16, 2015

The Mayor called for a motion.

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

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

NOES:

ABSENT:

ABSTAIN:

7. CONSENT CALENDAR:

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

City Manager Belmudez requested that Item H be pulled for further information and that Item V be continued to a future meeting.

Councilwoman Rogers requested that Item U be pulled for discussion and a separate vote.

Councilman Rabb requested that Items M,N and I be pulled for discussion.

- A. Approved the Interlocal Agreement regarding the Edward Byrne Memorial Justice Assistance Grant (JAG) Program.
- B. Received and filed the SAS 114 Audit Planning Letter from Teaman, Ramirez and Smith, Inc. (City Audit Firm).
- C. Approved road closure along Case Road regarding Perris Valley Line (PVL).
- D. Approved the annual Contract Services Agreement with Shepherd & Staats, Inc. regarding Maintenance District Billing Services.
- E. Approved the RBBB Improvement Credit/Reimbursement Agreement with Duke Realty Limited Partnership for improvements required for DPR 06-0417, located west of Perris Boulevard, north of Rider Street, east of Indian Avenue and south of Morgan Street.
- F. Approved the RBBB Improvement Credit/Reimbursement Agreement with Integra Perris, LLC for improvements required for DPR 014-02- 0014, located south of Nance Street, north of Markham Street, between Webster Avenue and Indian Avenue.
- G. Approved Two Year Contract Extension with United Storm Water, Inc. for Storm Drain and Post-Construction BMP Maintenance Services (Spec. #FCD 1-2012-13-01).

- H. Approved the award of bid to Ocean Blue Environmental Services, Inc. for maintenance of Catch Basins and Hydrodynamic Separators (Spec. #FCD 1-2015-16-01).

Capital Improvement Project Manager Morales noted that a protest had been received regarding the awardee of this project. He presented the City Council with the City's response to the protest and recommended approval of the award.

- I. Approve the Agreement with Stetson Engineering for services in connection with the disposition of the Downtown Water and Sewer Systems and the North Perris Water System.

Councilman Rabb clarified that he would like all entities considered, both public and private.

- J. Approved the closure of Indian Avenue between Ramona Expressway and Markham regarding the construction of the offsite improvements for the Oakmont project located at the north westerly intersection of Ramona Expressway and Indian Avenue.

- K. Approved the RBD Improvement Credit/Reimbursement Agreement with Circle Industrial, LLC for improvements required for DPR 13-02- 0005, located at the northwest corner of Markham Street and Redlands Avenue.

- L. Approved Contract Services Agreement with Johnson Aviation for planning and technical services to amend the City's Land Use Plan for Consistency with the March Air Reserve Base Land Use Compatibility Plan.

- M. Adopted the Second Reading of Ordinance Number 1308 regarding Ordinance Amendment 13-11-0011 an updated to Zoning Code Chapter 19.69.020 Section B.5 and 19.08.10 regarding Recreational Vehicle Parking in Residential Zones.

The Second Reading of Ordinance Number 1308 is entitled:

AN ORDINANCE (OA 13-10-0011) OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TO ADD PERRIS ZONING CODE CHAPTER 19.69.020 SECTION B.5, RECREATIONAL VEHICLE PARKING AND MAKING FINDINGS IN SUPPORT THEREOF

- N. Adopted the Second Reading of Ordinance Number 1309 regarding Ordinance Amendment 13-11-0010 to add the Accessory Buildings and Structures, Chapter 19.29 of the Perris Municipal Code.

The Second Reading of Ordinance Number 1309 is entitled:

AN ORDINANCE (OA 13-10-0010) OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TO ADD PERRIS ZONING CODE CHAPTER 19.29, ACCESSORY BUILDINGS AND STRUCTURES FOR RESIDENTIAL ZONES, AND

MAKING FINDINGS IN SUPPORT THEREOF

- O. Approved Extension of Time No. 15-05082 for Tentative Tract Map 33199, located at the northwest corner of Metz Road and Webster Avenue. (Applicant: Mike Naggar, MR-10, LLC).
- P. Adopted Resolution Number 4894 regarding Summary Street Vacation 14-00071 to summarily vacate Caldwell Avenue from Patterson Avenue to Harley Knox Boulevard. (Applicant: Stephen Calkins).

Resolution Number 4894 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, REGARDING STREET VACATION 14-00071 TO SUMMARILY VACATE THE CALDWELL AVENUE, FROM PATTERSON AVENUE TO THE HARLEY KNOX BOULEVARD, SUBJECT TO THE FINDINGS NOTED HEREIN

- Q. Approved Final Parcel Map 36540 (15-05041) to merge 6 existing parcels (302-110-001, 008, and 302-110-013, 014, 015, 016) within 31 acres into two parcels. The site is located at the northwest corner of unimproved Markham Street and Redlands Avenue, east of Perris Boulevard, within the Perris Valley Commerce Center (PVCC) Specific Plan Area. (Applicant: Eric Omohundro).
- R. Approved Contract Services Agreement with Dennis Grubb and Associates for fire plan check review and services.
- S. Approved a Contract Service Agreement with Tyler Technologies for a new financial management software system.
- T. Adopted Resolution Number 4895 regarding Stockpile Permit 15-05-82, a proposal to move and pile approximately 150,000 cubic yards of excess dirt material generated from the RCFC and WCD Line A flood control project onto approximately 51 undeveloped acres, located north of Line A between I-215 and Trumble Road. (APN #331-100-001, 002,012,013,017,019,023,024 and 027 thru 032).. (Applicant: MTC Consolidated, LLC).

Resolution Number 4895 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING MITIGATED NEGATIVE DECLARATION 2313 AND STOCKPILE PERMIT 15-05082, TO MOVE AND PILE 150,000 CUBIC YARDS OF EXCESS DIRT MATERIAL GENERATED FROM THE RCFC AND WCD LINE A FLOOD CONTROL PROJECT ON APPROXIMATELY 51 ACRES LOCATED NORTH OF LINE A BETWEEN I-215 AND TRUMBLE ROAD, AND MAKING FINDINGS IN SUPPORT THEREOF

- U. Approve Letter of Intent from the City of Perris to MHM Associates for participation in the e3p3 Model City Program.

This item was not approved.

The following Councilmember's spoke regarding this item:

Rogers
Burke
Rabb
Busch

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Tonya Burke to Approve sending this item back to staff to renegotiate and amend certain conditions contained in the contract.

AYES: Tonya Burke, David Starr Rabb

NOES: Rita Rogers, Daryl Busch

ABSENT:

ABSTAIN:

- V. Approve Lease Agreement with Grove Community Church for 227 North "D" Street.

This item was continued to a future meeting.

- W. Adopted Resolution Number 4896 approving an application submittal for California River Parkways Grant Program.

Resolution Number 4896 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS,
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AUTHORIZING
 THE SUBMITTAL OF AN APPLICATION FOR GRANT FUNDS FOR THE
 CALIFORNIA RIVER PARKWAYS GRANT PROGRAM

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve the Consent Calendar as presented with the exception of items U and V. Item U will be considered separately and Item V will be continued to a future meeting.

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

NOES:

ABSENT:

ABSTAIN:

8. PUBLIC HEARINGS:

Roxanne Shepherd, Shepherd & Staats gave the presentation on Items 8.A., 8.B. and 8.C.

The Mayor opened the Public Hearing at 6:55 p.m. There was no Public Comment. The Mayor closed the Public Hearing at 6:55 p.m.

The resolutions for these items were approved in a single motion.

- A. Adopted Resolution Number 4897 regarding Annual Engineer's Report for Maintenance District No. 84-1 (FY 2015/2016). Maintenance District No. 84-1 includes residential tracts and commercial developments throughout the City.

Resolution Number 4897 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE CONTINUED OPERATION OF THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, CONFIRMING THE ASSESSMENT AND DIAGRAM AND ORDERING THE LEVY AND COLLECTION OF SPECIAL ASSESSMENTS FOR FISCAL YEAR 2015-2016

- B. Adopted Resolution Number 4898 regarding Annual Engineer's Report for Landscape Maintenance District No. 1 (FY 2015/2016). Landscape Maintenance District No. 1 includes residential tracts and commercial developments throughout the City.

Resolution Number 4898 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE CONTINUED OPERATION OF THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, CONFIRMING THE ASSESSMENT AND DIAGRAM AND ORDERING THE LEVY AND COLLECTION OF SPECIAL ASSESSMENTS FOR FISCAL YEAR 2015-2016

- C. Adopted Resolution Number 4899 regarding Annual Engineer's Report for Flood Control Maintenance District No. 1 (FY 2015/2016). Flood Control Maintenance District No. 1 includes residential tracts and commercial developments throughout the City.

Resolution Number 4899 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE CONTINUED OPERATION OF THE CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, CONFIRMING THE ASSESSMENT AND DIAGRAM AND ORDERING THE LEVY AND COLLECTION OF SPECIAL ASSESSMENTS FOR FISCAL YEAR 2015-2016

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Numbers 4897, 4898 and 4899 as presented.

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

NOES:

ABSENT:

ABSTAIN:

- D. Introduced the First Reading of Ordinance Number 1319 amending regulations

of sales of Mobile Food Facilities.

The First Reading of Ordinance Number 1319 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING MUNICIPAL CODE SECTION 5.06.660 REGARDING REGULATIONS OF SALES OF MOBILE FOOD FACILITIES

This item was presented by City Attorney Dunn.

The Mayor opened the Public Hearing at 6:58 p.m. There was no Public Comment. The Mayor closed the Public Hearing at 6:58 p.m.

The following Councilmember's spoke:

Busch

Burke

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Tonya Burke to Approve the First Reading of Ordinance Number 1319 as presented.

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

NOES:

ABSENT:

ABSTAIN:

- E. Introduced the First Reading of Ordinance Number 1320 regarding Ordinance Amendment 15-05070, an Ordinance Amendment to Perris Municipal Code Section 5.32, Yard Sales, to amend regulations for yard sales in the City of Perris.

The First Reading of Ordinance Number 1320 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING THE FIRST READING OF ORDINANCE AMENDMENT 15-05070 TO AMEND PERRIS MUNICIPAL CODE SECTION 5.32, YARD SALES AND MAKE FINDINGS IN SUPPORT THEREOF

This item was presented by Associate Planner Sbardellati.

The Mayor opened the Public Hearing at 7:04 p.m. There was no Public Comment. The Mayor closed the Public Hearing at 7:04 p.m.

The following Councilmember's spoke:

Rabb

Busch

Burke

Direction was given to remove the referenced fee in the proposed ordinance and have the fee set by resolution.

The Mayor called for a motion.

M/S/C: Moved by Tonya Burke, seconded by David Starr Rabb to Approve the First Reading of Ordinance Number 1320 removing the referenced fee and

setting the fee by resolution.

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

NOES:

ABSENT:

ABSTAIN:

- F. Adopted Resolution Numbers 4900, PPFA-051 and PJPA-016 regarding refinancing of prior bonds associated with Improvement Area No. 3 of CFD No. 2005-1 (Perris Valley Vistas); generally located in the northeast section of the City and is bordered by Evans Road on the west, Citrus Avenue on the north, El Nido Avenue on the east and Sunset Avenue on the south.

Resolution Number 4900 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING FOR THE CITY AND IN ITS CAPACITY AS THE LEGISLATIVE BODY OF IMPROVEMENT AREA NUMBER THREE OF COMMUNITY FACILITIES DISTRICT NO. 2005-1 (PERRIS VALLEY VISTAS) OF THE CITY OF PERRIS, AUTHORIZING THE ISSUANCE OF BONDED INDEBTEDNESS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$5,000,000 TO REFINANCE PRIOR BONDS OF THE DISTRICT, PERMITTING THE PURCHASE OF SUCH BONDS BY THE PERRIS JOINT POWERS AUTHORITY, AND APPROVING CERTAIN DOCUMENTS AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

Resolution Number PPFA-051 is entitled:

A RESOLUTION OF THE PERRIS PUBLIC FINANCING AUTHORITY APPROVING AN ESCROW AGREEMENT IN CONNECTION WITH ITS 2008 LOCAL AGENCY REVENUE BONDS, SERIES B

Resolution Number PJPA-016 is entitled:

A RESOLUTION OF THE PERRIS JOINT POWERS AUTHORITY AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$5,000,000 OF ITS PERRIS JOINT POWERS AUTHORITY LOCAL AGENCY REVENUE BONDS (CFD NO. 2005-1, IA 3 REFUNDING), 2015 SERIES, THE PURCHASE OF BONDS ISSUED BY COMMUNITY FACILITES DISTRICT NO. 2005-1 (PERRIS VALLEY VISTAS) OF THE CITY OF PERRIS ON BEHALF OF IMPROVEMENT AREA NO. 3 WITH THE PROCEEDS OF THE AUTHORITY'S BONDS UPON CERTAIN TERMS AND CONDITIONS AND APPROVING CERTAIN OTHER ITEMS RELATING THERETO

This item was presented by Assistant City Attorney Hernandez. The Mayor opened the Public Hearing at 7:11 p.m. There was no Public Comment. The Mayor closed the Public Hearing at 7:12 p.m.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Numbers 4900, PPFA-051 and PJPA-016 as presented.

AYES: Rita Rogers, Tonya Burke, David Starr Rabb, Daryl Busch
 NOES:
 ABSENT:
 ABSTAIN:

- G. Adopted Resolution Numbers 4901, PPFA-052 and PJPA-017 regarding refinancing of prior bonds associated with CFD No. 2005-4 (Stratford Ranch); generally located in the northeast section of the City and is bordered by Murrieta Road on the west, Oleander Avenue on the north, Center Street on the east. Perry Street is to the south of the District boundary.

Resolution Number 4901 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING FOR THE CITY AND IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2005-4 (STRATFORD RANCH) OF THE CITY OF PERRIS, AUTHORIZING THE ISSUANCE OF BONDED INDEBTEDNESS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$6,000,000 TO REFINANCE PRIOR BONDS OF THE DISTRICT, PERMITTING THE PURCHASE OF SUCH BONDS BY THE PERRIS JOINT POWERS AUTHORITY, AND APPROVING CERTAIN DOCUMENTS AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

Resolution Number PPFA-052 is entitled:

A RESOLUTION OF THE PERRIS PUBLIC FINANCING AUTHORITY APPROVING AN ESCROW AGREEMENT IN CONNECTION WITH ITS 2008 LOCAL AGENCY REVENUE BONDS, SERIES A

Resolution Number PJPA-017 is entitled:

A RESOLUTION OF THE PERRIS JOINT POWERS AUTHORITY AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$6,000,000 OF ITS PERRIS JOINT POWERS AUTHORITY LOCAL AGENCY REVENUE BONDS (CFD NO. 2005-4, REFUNDING), 2015 SERIES F, THE PURCHASE OF BONDS ISSUED BY COMMUNITY FACILITES DISTRICT NO. 2005-4 (STRATFORD RANCH) OF THE CITY OF PERRIS WITH THE PROCEEDS OF THE AUTHORITY'S BONDS UPON CERTAIN TERMS AND CONDITIONS AND APPROVING CERTAIN OTHER ITEMS RELATING THERETO

This item was presented by Assistant City Attorney Hernandez. The Mayor opened the Public Hearing at 7:15 p.m. There was no Public Comment. The Mayor closed the Public Hearing at 7:15 p.m.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Numbers 4901, PPFA-052 and PJPA-017 as presented.

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

ABSENT:
ABSTAIN:

9. BUSINESS ITEMS:

- A. Presentation of the Photo Voice Project. Introduced by: Youth Advisory Committee.

This item was introduced by Director of Development Services Miramontes and turned over to Youth Advisory Committee President Gabby Bulacan for presentation.

The Mayor called for Public Comment. There was no Public Comment. The following Councilmember's spoke:

**Rabb
Busch
Rogers**

- B. Water Conservation Update. Introduced by: Ron Carr, Assistant City Manager

This item was introduced by Assistant City Manager Carr and turned over to Parks Manager Zoll for presentation.

The Mayor called for Public Comment. There was no Public Comment. The following Councilmember spoke:

Rogers

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

This item was introduced by City Manager Belmudez.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Rita Rogers to Approve the appointment of Mayor Busch as the City of Perris voting delegate for the 2015 League of California Cities Annual Conference.

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

NOES:

ABSENT:

ABSTAIN:

10. PUBLIC COMMENT/CITIZEN PARTICIPATION:

The following people spoke at Public Comment:

Bill Lamb

Luvina Beckley

Cesar Gomez representing Assemblyman Jose Medina

11. COUNCIL COMMUNICATIONS:

The following Councilmember's spoke:**Burke****Rogers****Rabb****Busch**12. CITY MANAGER'S REPORT:13. CLOSED SESSION:

- A. Conference with Legal Counsel - Potential Litigation - Government Code Section 54956.9 (d)(4) - 3 cases

14. ADJOURNMENT:

The City Council adjourned to Closed Session at 8:04 p.m.

The City Council reconvened in Open Session at 9:39 p.m. There was no reportable action.

There being no further business the City Council meeting was adjourned at 9:40 p.m.

Respectfully Submitted,

Nancy Salazar, City Clerk

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: August 11, 2015

SUBJECT: Ordinance Amending Regulations of Sales of Mobile Food Facilities

REQUESTED ACTION:

That the City Council waive further reading and adopt Ordinance No. 1319 (next in order) entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS,
CALIFORNIA, AMENDING MUNICIPAL CODE SECTION 5.06.660
REGARDING REGULATIONS OF SALES OF MOBILE FOOD FACILITIES

CONTACT: Eric Dunn, City Attorney

Background/Discussion:

On July 14, 2015, the City Council introduced the first reading of Ordinance 1319 to amend Municipal Code Section 5.06.660 regarding the regulations of sales of mobile food facilities. The ordinance is now ready for adoption. The information from the July 14, 2015 staff report is included below for your reference:

At the Council meeting on May 12, 2015, Mayor Pro Tem Burke requested staff to review the City's current mobile food facility (food truck) ordinance in order to lessen the City's restrictions and encourage such uses in the City.

Currently, Section 5.06.660 of the Perris Municipal Code (PMC) prohibits standing or stopping mobile food facilities for a period of time exceeding five minutes, with certain exceptions. Additionally, mobile food facilities may not vend within 1,000 ft. of any commercial establishment which sells such products at retail. While reviewing the ordinance, the City Attorney's office has determined these existing restrictions appear to be preempted by the California Vehicle Code.

Legal Analysis:

Local regulation of the "time, place and manner of vending from vehicles upon any street" for reasons of public safety is expressly permissible under the California Vehicle Code. (CVC § 22455(b).) The key is that any regulation must be for reasons of public safety and the City must be able to justify these concerns with evidentiary findings. The City's current ordinance regulates the standing of mobile food facilities for five minutes and includes a 1,000 ft. restriction on vending near commercial establishments with similar items sold at retail. These regulations do not appear to be justifiable on a public safety basis.

The City may justify regulations near schools when students are likely present as mobile food facilities may create traffic conditions with children present, increased chances of interaction with predators that may be waiting for children to step off public property, and food offered by mobile food facilities may fail to meet school food safety standards. A specific distance

regulation is intended to keep students from venturing off campus to patronize mobile food facilities, and maintain safety standards for neighboring schools and communities.

The proposed ordinance amendment will remove subsections (A), (B), and (C) from PMC Section 5.06.660, as discussed above, and will impose the following public safety regulations:

- (A) Obtain a valid business license;
- (B) Obtain a valid permit/certificate from the Riverside County Department of Health;
- (C) Comply with all food labeling requirements established by the State;
- (D) Comply with all state and local laws;
- (E) Do not obstruct traffic or public sidewalk access;
- (F) Do not operate within 1,000 ft. of any school while children are present (6:30 a.m.-5:30 p.m.) unless granted permission from the school's principal.

It is recommended that pursuant to the requirements of California Vehicle Code section 22455, the City repeal the prohibitions under Section 5.06.660 and enact regulations which can be supported by findings of public safety concerns in the City. The attached ordinance will include permitting requirements (all of which must be complied with at the County level) and a public safety restriction on vending within 1,000 ft. of schools when children are present.

Budget (or Fiscal) Impact:

None.

Reviewed by:

City Attorney X

Assistant City Manager *BC*

Attachments:

Consent: X

Public Hearing:

Business Item:

Other:

ORDINANCE NO. 1319

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING MUNICIPAL CODE SECTION 5.06.660 REGARDING REGULATIONS OF SALES OF MOBILE FOOD FACILITIES

WHEREAS, Section 22455 of the California Vehicle Code allows municipalities to regulate mobile food vending in order to protect public safety and Article XI, Section 7 of the California Constitution extends to municipalities the police power authority to regulate in furtherance of public health and welfare; and

WHEREAS, the City of Perris finds that mobile food facilities, also commonly known as food trucks, have the potential to pose traffic hazards and special dangers to the public health, safety and welfare of the community; and

WHEREAS, mobile food facilities create the potential for safety hazards, such as blocking sight distances at intersections and crosswalks, encouraging pedestrians and children to cross streets mid-block to reach a vending vehicle, and causing additional conflicts between drivers and pedestrians; and

WHEREAS, operators of mobile food facilities who fail to park their vehicles correctly during a transaction attract prospective buyers onto public roadways, creating a further traffic and public safety hazard; and

WHEREAS, Riverside County has approved relatively new regulations regarding mobile food facilities; and

WHEREAS, currently, Perris Municipal Code section 5.06.660 creates strict restrictions on mobile food facilities operating within the City; and

WHEREAS, it is the purpose and intent of the City Council, in amending Section 5.06.660, to provide mobile food vendors with clear and concise regulations to prevent safety and traffic hazards, as well as to preserve the peace, safety and welfare of the community.

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

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

Section 2. Amendment to Section 5.06.660 of the Perris Municipal Code. Section 5.06.660 (Regulations for Sales) of the Perris Municipal Code is hereby amended to read in its entirety as follows:

“5.06.660 Regulations for Sales

A. All mobile food vendors are required to obtain a valid business license from the City prior to commencing vending. For purposes of this Section, “mobile food facility” means any self-propelled or motorized device or vehicle by which any person or property may be propelled or moved upon a highway, or which may be drawn or towed by a self-propelled or motorized vehicle, from which food or food products are sold, offered for sale, displayed, bartered, exchanged or otherwise given. “Mobile food vendor” means any person that operates or assists in the operation of a mobile food facility.

B. All mobile food vendors are required to obtain a valid permit and/or certificate of other approval from the Riverside County Department of Health prior to commencing vending.

C. All food products sold or provided from a mobile food facility shall comply with all applicable food labeling requirements established by the State of California and the mobile food vendor must obtain all required permits, including, without limitation, health permits, to sell or provide such items.

D. Mobile food vendors shall comply with all applicable state and local laws, rules and regulations and all conditions of approval imposed by the City.

E. Mobile food facilities shall not stand or be stopped in such a way as to obstruct pedestrian or vehicular traffic. The mobile food facility shall not encroach onto a public sidewalk with any part of its vending vehicle or any other equipment or furniture related to the operation of its business.

F. Mobile food facilities shall not operate upon any public street within one thousand (1,000) feet of the nearest property line of any property on which a school is located between the hours of six thirty a.m. (6:30 a.m.) and five thirty p.m. (5:30 p.m.) of any school day. This prohibition will not apply if the school principal gives the mobile food vendor written permission to park on school property. The mobile food vendor shall provide a copy of that authorization to the City within five (5) days of its receipt prior to operation.”

Section 3. No Repeal of other Provisions. Unless expressly modified or added herein, all provisions of Chapter 5.06 remain in full force and effect.

Section 4. Effective Date. This Ordinance shall take effect 30 days after its adoption.

Section 5. Severability. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional

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

Section 6. Certification. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Perris.

ADOPTED, SIGNED and APPROVED this ___ day of _____, 2015.

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 that the foregoing Ordinance Number 1319 was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the ___ day of _____, 2015, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

Nancy Salazar, City Clerk

**CITY COUNCIL
AGENDA SUBMITTAL**

August 11, 2015

SUBJECT: **Ordinance Amendment 15-05070 – An Ordinance Amendment to Perris Municipal Code Section 5.32, Yard Sales, to amend regulations for yard sales in the City of Perris.**

REQUESTED ACTION: **Second Reading of Ordinance No. 1320 to approve Ordinance Amendment 15-05070, based on the attached exhibits.**

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

On July 14, 2015, the City Council voted unanimously to approve Draft Perris Municipal Code Section (PMC) 5.32, Yard Sales, to amend existing regulations for yard sales in the City. The purpose of regulation is to promote compatibility of yard sales within neighborhoods. Nuisances associated with yard sales include illegal signage, exceeding the maximum allowed yard sales from one residence, yard sales without a permit, sales of new merchandise for the purpose of a business, and yard sales continuing for more than three days.

Ordinance Amendment 15-05070 amends PMC Section 5.32, Yard Sales, to insure clarity and consistency in the issuance and enforcement of yard sale permits conducted from private residences. A residence will be allowed up to three yards sales per calendar year, for as many as three consecutive days. Also, one additional City-wide (no permit required) yard sale would be allowed annually for all City residents the weekend prior to the annual Perris Clean-Up Day, which generally occurs in May.

Amended PMC Section 5.32 does not apply to charitable, religious, civic or fraternal organizations sponsoring rummage sales from non-residential properties. The proposed ordinance is Categorically Exempt pursuant to CEQA Article 19, Section 15301, Existing Facilities, relating to a minor alteration of an existing private structure, involving negligible expansion of use.

Upon adoption, Ordinance Amendment 1320 (attached) will be effective 30 days thereafter.

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

Prepared by: Diane Sbardellati, Associate Planner

Asst. City Manager: Ron Carr *RC*

Consent Calendar: **August 11, 2015**

Exhibits: A – Ordinance and Revised PMC Section 5.32, Yard Sales
 B – City Council Submittal dated July 14, 2015

ORDINANCE NO. 1320

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING THE SECOND READING OF ORDINANCE AMENDMENT 15-05070 TO AMEND PERRIS MUNICIPAL CODE SECTION 5.32, YARD SALES, AND MAKE FINDINGS IN SUPPORT THEREOF.

WHEREAS, the City of Perris recognizes the need to amend Perris Municipal Code (PMC) Chapter 5.32, Yard Sales, to promote compatibility of the activity with surrounding residential properties, and prevent such sales from becoming a neighborhood nuisance by contributing to traffic congestion, noise, and lack of property maintenance; and

WHEREAS, Ordinance Amendment 15-05070 would replace existing Perris Municipal Code Section 5.32, Yard Sales, with the attached ordinance to ensure consistency in the issuance and enforcement of yard sale permits conducted from private residences;

WHEREAS, on July 14, 2015, the City Council conducted a regularly scheduled and legally noticed public hearing for Ordinance Amendment 15-05070, and voted to approve the First Reading of said Ordinance based on the findings contained in the Resolution and attached exhibits; and

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

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

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

Section 2. The City Council has reviewed and considered the proposed ordinance and attachments. The City Council finds and determines that the City has complied with the California Environmental Quality Act and that this determination reflects the independent judgment of the City Council.

Section 3. Based on the information contained in the staff report and supporting exhibits, this City Council finds, regarding the proposed amendment to PMC Chapter 5.32, Yard Sales, as follows:

Ordinance Amendment 15-05070

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

Section 4. The City Council hereby approves the Second Reading of Ordinance Amendment 1320 (OA 15-05070) to amend Perris Municipal Code (PMC) Chapter 5.32, Yard Sales, based on the findings presented herein.

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

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

ADOPTED, SIGNED and APPROVED this 11th day of August, 2015.

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 1320 was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 11th day of August 2015, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

Attachment: Adopted Ordinance 1320

PMC CHAPTER 5.32

YARD SALES

Sections:

5.32.010	PURPOSE AND INTENT
5.32.020	DEFINITIONS
5.32.030	PERMIT REQUIRED
5.32.040	PERMIT FEE
5.32.050	LOCATION
5.32.060	FREQUENCY AND DURATION
5.32.070	ITEMS PERMITTED FOR SALE
5.32.080	ADVERTISING
5.32.090	DISPLAY
5.32.100	ENFORCEMENT
5.32.110	PENALTY FOR VIOLATION
5.32.120	REVOCATION OF PERMIT

5.32.010 PURPOSE AND INTENT

The purpose of regulating yard and garage sales is to ensure that such sales from residential properties do not become a neighborhood nuisance by contributing to traffic congestion, noise, unfair sales practices, and lack of property maintenance. These regulations are intended to promote compatibility with surrounding residences. Yard and garage sales shall only be conducted on residential property owned or controlled by the person residing at the location of the yard sale, and the goods sold shall be owned or controlled by the person conducting the sale.

5.32.020 DEFINITIONS

As used in herein:

- (a) **Estate sales** mean the sale of personal property and goods from the estate of a deceased person. Estate sales are included in this chapter.
- (b) **Yard and garage sales** mean sales conducted by individuals from their place of residence for the purpose of disposing of personal property. Garage sales and yard sales may at times be conducted by a combination of residents at a single location (such as an apartment complex), provided all material or goods sold are the personal property of one or more of the persons conducting the sale.
- (c) **Personal property** means property which is owned by an individual or members of his or her family or residence and acquired in the normal

course of living in or maintaining a residence. It does not include merchandise purchased or obtained for resale or on consignment.

- (d) **Rummage sales** means sales conducted in commercial districts or in structures of nonresidential character, such as churches or schools, by groups of individuals or nonprofit organizations to raise funds for charitable purposes through the sale of donated articles of clothing, art objects, household appliances and utensils, and similar, either new or used. Rummage sales are not subject to the provisions of this section.

5.32.030 PERMIT REQUIRED

It is unlawful to organize, conduct, establish or operate a sale, as enumerated in this chapter, in the City without first obtaining a permit from the Finance Department.

5.32.040 PERMIT FEE

A permit fee established by adopted resolution shall be charged for each permit issued under this chapter. No permit shall be transferable as to ownership and time and no permit shall be valid except for the location specified. On the days of the permitted yard or garage sale, the permit shall be prominently displayed at the location specified in the permit so as to be clearly visible to Code Enforcement personnel.

5.32.050 LOCATION

Yard sales shall be conducted only within front yards, garages, carports, driveways, backyards, patios and walkways of the residence. Estate sales may include the interior of the residence.

5.32.060 FREQUENCY AND DURATION

The frequency of individual yard and garage sales shall not exceed three (3) in any calendar year at the same location, except as provided herein. Yard sales are limited to three (3) consecutive days, Friday through Sunday, only. The hours for yard and garage sales shall not begin earlier than 7:00 am and shall end by 6:00 pm the same day. One (1) additional City-wide no-permit-required yard sale weekend (Friday through Sunday) will be offered annually to all City residents the weekend prior to the annual Perris Community Clean-Up Day. Perris Clean-Up Day is generally held mid-May. The dates for the City-wide Yard Sale will be announced on the City's website and in other City-sponsored publications.

5.32.070 ITEMS PERMITTED FOR SALE

Property displayed and offered for sale shall be limited to new or used goods, wares, merchandise or personal property of a household nature owned by the owner or occupant of the premises where the yard sale is conducted. The following items are prohibited from yard sales:

1. New or used items purchased, acquired or consigned solely for the purpose of resale.
2. Hobby, handmade and/or handcrafted items by the household resident(s), for the purpose of selling these items on their property. Boutique or holiday bazaar sales are not permitted in residential locations.
3. Food or beverages.

5.32.080 ADVERTISING

No advertising signs shall be permitted off the subject property or in the public right-of-way. One (1) sign not exceeding four square feet in size may be displayed at the yard sale location. For residences located on a street corner, two (2) signs, facing each direction, are allowed.

5.32.090 DISPLAY

All personal property to be sold shall be arranged so that fire, police, health and code enforcement officials may have access for inspection purposes at all times during the sale. Personal property offered for sale shall not be displayed or stored on adjoining public sidewalks or streets or rights-of-way.

5.32.100 ENFORCEMENT

Perris Code Enforcement, in addition to fire, police, and health officials with cause to enforce, are authorized to enforce the provisions of this chapter.

5.32.110 PENALTY FOR VIOLATION

Violation of any provision of this chapter constitutes an infraction, punishable as provided in Section 1.16.010. Each day in which a violation of this chapter occurs shall be considered a separate offense under this chapter. Any person convicted of an infraction under the provisions of this chapter shall be punishable upon a first conviction by a fine of not more than \$100.00, and for a second conviction within a period of one year by a fine not more than \$200.00, and for a third or any subsequent conviction within a period of one year by a fine not more than \$500.00.

5.32.120 REVOCATION OF PERMIT

A permit issued under this chapter may be revoked or suspended if fire, police, health and/or Code Enforcement finds that the conduct of the sale is or has created a public or private nuisance. Any permit issued under this chapter may be revoked or suspended, and any subsequent application within one year may be denied for any violation of this chapter or other applicable law in the conduct of the sale, or whenever Code Enforcement determines that the sale is being conducted for or in furtherance of an illegal purpose.

**CITY COUNCIL
AGENDA SUBMITTAL**

July 14, 2015

SUBJECT: **Ordinance Amendment 15-05070** – An Ordinance Amendment to Perris Municipal Code Section 5.32, Yard Sales, to amend regulations for yard sales in the City of Perris.

REQUESTED ACTION: **Introduce First Reading of Ordinance No. (next in order) to approve Ordinance Amendment 15-05070**, based on the attached exhibits.

CONTACT: Clara Miramontes, Director of Development Services

At the direction of City Council, Planning staff has drafted a revision to Perris Municipal Code Section 5.32, Yard Sales, to amend existing regulations for yard sales in the City. The purpose of regulation is to prevent such sales from residential properties from becoming a neighborhood nuisance. Problems associated with yard sales include illegal signage, exceeding the maximum allowed yard sales from one residence, yard sales without a permit, sales of new merchandise for the purpose of a business, and yard sales continuing for more than three days. Such activities have generated traffic, noise and poor property appearance, creating deleterious neighborhood conditions.

Ordinance Amendment 15-05070 would amend Perris Municipal Code Section 5.32, Yard Sales, to insure clarity and consistency in the issuance and enforcement of yard sale permits conducted from private residences. A residence is allowed up to three yards sales per calendar year, for three consecutive days. As well, one additional City-wide (no permit required) yard sale would be allowed annually for all City residents the weekend prior to the annual Perris Clean-Up Day, which generally occurs in May.

These new regulations are intended to promote compatibility with surrounding residences. Amended PMC Section 5.32 does not apply to charitable, religious, civic or fraternal organizations sponsoring rummage sales from non-residential properties, and clarifies the following regarding yard sales on residential properties:

- Location
- Who may conduct a sale
- Items permitted for sale
- Frequency and duration of sales
- Cost of permit
- Penalties for violating ordinance

The proposed ordinance is Categorically Exempt pursuant to CEQA Article 19, Section 15301, Existing Facilities, relating to a minor alteration of an existing private structure, involving negligible expansion of use. Staff requests that the City Council approve the first reading of Ordinance Amendment 15-05070.

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

Prepared by: Diane Sbardellati, Associate Planner

Asst. City Manager: Ron Carr

Public Hearing: **July 14, 2015**

Exhibits: A – Ordinance and Revised PMC Section 5.32, Yard Sales
 B – Existing PMC Section 5.32, Yard Sales

**CITY COUNCIL
AGENDA SUBMITTAL**

August 11, 2015

SUBJECT: **Establish Yard Sale Permit Fees**

REQUESTED ACTION: **Approve Resolution No. (next in order),** establishing yard sale permit fees, based on the findings contained therein.

CONTACT: Clara Miramontes, Director of Development Services

On July 14, 2015, the City Council voted unanimously to approve Municipal Code Section (PMC) 5.32, Yard Sales, to amend existing regulations for yard sales in the City. The purpose of regulation is to promote compatibility of yard sales within neighborhoods. The City Council directed staff to prepare a resolution to establish a reasonable yard sale permit fee that would not discourage residents from obtaining a permit. The current fee is seven dollars and fifty cents per yard sale permit. The proposed fee would allow residents to pay a one-time yearly fee of fifteen dollars for a maximum of three yard sale permits throughout the year. This does not include the Citywide, no-charge, yard sale day for residences. If a resident chooses to pay for only one permit at a time, the fee will be seven dollars per permit.

Staff recommends that the City Council approve the attached resolution to establish reduced yard sale permit fees.

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

Prepared by: Clara Miramontes, Director of Development Services

Asst. City Manager: Ron Carr 

Consent Calendar: **August 11, 2015**

Attachments: Resolution

RESOLUTION NUMBER _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ESTABLISHING YARD SALE PERMIT FEES FOR RESIDENTIAL PROPERTIES, AND MAKE FINDINGS IN SUPPORT THEREOF.

WHEREAS, Chapter 5.32 of the Perris Municipal Code sets forth the procedures for yard sale regulations to promote compatibility in residential properties; and

WHEREAS, Ordinance Amendment 15-05070 was approved by the City Council at a regularly scheduled and legally notices public hearing on July 14, 2014, amending Chapter 5.32 of the Perris Municipal Code establishing new regulations for the issuance and enforcement of yard sale permits conducted from private residences; and

WHEREAS, the City Council is permitted to establish reasonable rates for permits, such as yard sale permits, for services rendered therewith, by resolution; and

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

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

Section 1. The City Council determines the need to adjust yard sale permit fees for residential properties.

Section 2. A one-time yearly fee of fifteen dollars shall be charged for a maximum of three yard sales per year, in accordance with the regulations set forth in Chapter 5.32 of the Perris Municipal Code. A fee of seven dollars shall be charged for each permit paid separately, in accordance with Chapter 5.32 of the Perris Municipal Code. No permit shall be transferable as to ownership and time and no permit shall be valid except for the location or locations specified thereon.

Section 3. All other provisions of Chapter 5.32 shall remain in full force and effect.

Section 4. The revised yard sale permit fees approved and established herein shall take effect on the dates described under Section 5 hereof.

Section 5. The Mayor shall sign this Resolution and the City Clerk shall certify as to the adoption of this Resolution.

ADOPTED, SIGNED and APPROVED this 11th day of August, 2015.

Mayor Daryl R. Busch

ATTEST:

City Clerk, Nancy Salazar

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

I, **Nancy Salazar**, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number ____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 11th day of August 2015, by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk, Nancy Salazar

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date August 11, 2015

SUBJECT: Annexation of Parcel Map 36540 to Maintenance District No. 84-1

REQUESTED ACTION:

1. Adoption of Resolution Ordering Preparation of the Engineer's Report
2. Adoption of Resolution Preliminarily Approving Engineer's Report
3. Adoption of Resolution of Intention to Annex Parcel Map 36540 to Maintenance District No. 84-1 and setting a public hearing date of October 13, 2015

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: Parcel Map 36540 is a 31.11-acre project located on the west side of Redlands Avenue between Nance and Markham Streets. The project is under the ownership of CI Perris 151, LLC, and, as a condition of approval, is required to annex into MD 84-1.

This district was formed to finance the annual maintenance of streetlights and traffic signals installed in conjunction with new development. Twenty streetlights that will be maintained under MD 84-1 benefit this project. The project also specifically benefits from traffic signals located at the intersections of Redlands Avenue with Harley Knox Boulevard, Markham Street and Ramona Expressway.

BUDGET (or FISCAL) IMPACT:

The maximum annual assessment is \$6,046.94, plus inflation factors not to exceed 1) the "Common Labor, Construction Cost Index", as published by Engineering News Record in subsequent years, and 2) the Southern California Edison rate increase(s) effective in subsequent years.

Reviewed by:

Assistant City Manager 

City Attorney _____

- Attachments:**
1. Resolution Ordering Preparation of the Engineer's Report
 2. Engineer's Report
 3. Resolution Preliminarily Approving Engineer's Report
 4. Resolution of Intention to Annex PM 36540 to Maintenance District No. 84-1

Consent:

RESOLUTION NUMBER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF PARCEL MAP 36540 INTO MAINTENANCE DISTRICT NUMBER 84-1

WHEREAS, it has been determined by the City Council of the City of Perris, County of Riverside, California, that the public interest, convenience and necessity requires the installation of streetlights, traffic signals and other facilities set forth in Section 22525 of the Streets and Highways Code, State of California, and the maintenance thereof all within the boundaries of Parcel Map 36540 and the incorporated boundaries of the City of Perris, California; and

WHEREAS, the City Council has heretofore appointed Habib Motlagh, the City Engineer for the City of Perris, as the "Engineer of Work" for Maintenance District Number 84-1 and Shepherd & Staats, Incorporated has heretofore been appointed for the purpose of assisting in the preparation of the written report provided for in Section 22567 of Chapter 1 of Part 2 of Division 15 of the Streets and Highways Code, State of California.

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

Section 1. That the public interest, convenience and necessity, requires the annexation to a maintenance district for the purpose of installing, constructing and maintaining the streetlights, traffic signals and other facilities authorized by Section 22525 of the Streets and Highways Code, State of California,

Section 2. That Parcel Map 36540 be defined as that area to be annexed to the City of Perris Maintenance District Number 84-1.

Section 3. That the lands to be specially charged for the installation, construction, and maintenance of the facilities shall be the area within the boundaries of the annexation to the district generally indicated on the map entitled "Diagram of Annexation of Parcel Map 36540 to Maintenance District Number 84-1, City of Perris, County of Riverside, State of California."

Section 4. That the proceedings are to be conducted for said annexation to the maintenance district under and in accordance with provisions of Division 15 of the Streets and Highways Code (Landscaping and Lighting Act of 1972) of the State of California.

Section 5. That Habib Motlagh, the City Engineer for the City of Perris, is hereby appointed the "Engineer of Work" and all provisions of Division 15 applicable to the Engineer shall apply to said "Engineer of Work" and Shepherd & Staats, Incorporated, is hereby appointed for the purpose of assisting in the preparation of the written report provided for in Section 22567 of said Division 15 of the Streets and Highways Code.

Section 6. That Habib Motlagh, the City Engineer for the City of Perris, is hereby designated to sign all papers and documents in connection with the proceedings for the annexation to said maintenance district, acting in the capacity of the Engineer of Work.

Section 7. That the cost of maintaining the facilities set forth herein in subject annexation to the district shall be borne by the property owners within the subject annexation to the district, said cost to be assessed and collected in accordance with said Landscaping and Lighting Act of 1972.

Section 8. That the Engineer of Work is hereby ordered to prepare a report in accordance with Article 4 of said maintenance act, and is hereby directed to prepare and file such report with the City Clerk.

ADOPTED, SIGNED and APPROVED this 11th day of August, 2015.

Mayor, Daryl R. Busch

ATTEST:

City Clerk, Nancy Salazar

RESOLUTION NUMBER

Page 3

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number ____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 11th day of August, 2015, by the following called vote:

Ayes:

Noes:

Absent:

Abstain:

City Clerk, Nancy Salazar

AGENCY: City of Perris
PROJECT: Annexation of Parcel Map 36540
To Maintenance District No. 84-1
TO: City Council
City of Perris
State of California

REPORT PURSUANT TO "LANDSCAPING AND LIGHTING ACT OF 1972"

Pursuant to the direction from the City Council, submitted herewith is the "Report," consisting of the following parts, pursuant to the provisions of Division 15, Part 2 of the Streets and Highways Code of the **STATE OF CALIFORNIA**, being the "Landscaping and Lighting Act of 1972", as amended. This "Report" provides for the annexation into the District of additional parcels and the levy of assessments for the fiscal year commencing July 1, 2015 to June 30, 2016, for that area to be known and designated as:

**"Annexation of Parcel Map 36540
to Maintenance District No. 84-1"**

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

Executed this 11th day of August, 2015.

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

Final approval, confirmation and levy of the annual assessment and all matters relating to annexation and the Engineer's "Report" were made on the 13th day of October 2015, by adoption of Resolution No. _____ of the City Council.

NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA

A copy of the Assessment Roll and Engineer's "Report" were filed in the Office of the City Clerk on the 11th day of August 2015.

NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA

Report

PART 1. Plans and Specifications. Generally, the work to be performed consists of the annual energy and maintenance costs for 20 new streetlights. The street lights to be maintained are identified on the plans and specifications being prepared by Albert A Webb Associates that are entitled, "Street Lighting Plans for: Perris Circle Industrial Park – TPM 36540, City of Perris, California - DPR No. 13-02-0005".

The site of Parcel Map 36540 is shown on the Diagram within Part 4. In addition to the street lights, this area benefits from existing and future traffic signals. Of specific benefit are the traffic signals at the following intersections:

Harley Knox Blvd at the intersection of Redlands Avenue
Markham Street at the intersection of Redlands Avenue
Ramona Expressway at the intersection of Redlands Avenue

The plans and specifications for all facilities are or will be on file in the City of Perris Office of Community Development and, by reference, are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto. The plans and specifications sufficiently show and describe the general nature, location and extent of the improvements.

The street light improvements are owned by Southern California Edison (SCE) and, upon construction, will be as shown on the SCE Street Light Atlas Maps. The traffic signals are owned by the City of Perris and are shown on the City of Perris Traffic Signal Location Map. Said Map and Atlas are on file in the City of Perris Office of Community Development and are made a part of this report to the same extent as if said documents were attached hereto.

PART 2. An Estimate of the cost for the improvements to be maintained and/or improved for a given fiscal year includes labor, materials, electricity, and appurtenances. Incidental costs include engineering, legal, City Clerk, and administration expenses, including the processing of payments and the submittal of billings to the Riverside County Auditor for placement on the tax roll.

The estimated annual cost for maintenance of the facilities is listed on the following page.

Zero costs will be incurred by the area within this annexation for the fiscal year commencing July 1, 2015 to June 30, 2016.

The estimated annual cost for maintenance of the facilities is as follows:

Facility	Quantity	Annual Cost	Total Cost
Street Lights			
9500 Lumen	0	\$145.68	\$00.00
22000 Lumen	20	201.00	4,020.00
Traffic Signals			
Harley Knox Blvd and Redlands Ave	15.00%	8,367.55	1,255.13
Markham Street and Redlands Ave	25.00%	8,367.55	2,091.89
Ramona Expwy and Redlands Ave	5.00%	8,367.55	418.37
Subtotal			\$7,785.39
Incidental Costs			1,167.81
City Contribution for Street Lights Resolution 4897 Adjustment	20	-55.32	-1,106.40
			-1,799.86
Balance to Assessment			\$6,046.94

PART 3. The Assessment Roll shows the proportionate amount of the assessment to be charged in proportion to the benefits to be received by each lot or parcel within the exterior boundaries of the Diagram, enclosed herein as Part 4.

Street lighting and the orderly circulation of traffic directly benefits the area to be annexed to Maintenance District No. 84-1. Any share of the benefits received that does not provide a special benefit to the assessed properties is a general benefit provided by the improvements. The cost of the general benefit is not to be assessed to the properties in the district.

The cost of the general benefit is to be contributed by the City. This cost for lights is equal to the unit cost difference between a 9,500 lumen light and a 22,000 (or greater) lumen light. A 9,500 lumen light is the standard required on a local street. Other streets require a standard greater than 9,500 lumens in order to service a capacity greater than the local traffic.

Reference is made to the FY 2015/2016 annual proceedings for Maintenance District No. 84-1, as confirmed and set forth in Resolution 4897 approved on July 14, 2015. Under these proceedings, the benefit for the annual maintenance of streetlight and traffic signals is equal to \$46.28 per Benefit Unit, or single family home. For the purposes of this report, this assessment determines the net specific street light and traffic signal benefit.

As a condition of approval, the developer is required by the City to provide certain standard street lighting for the area within the development; and the energy costs for the initial 18-month period. No newly annexed area or portion thereof is assessed prior to the completion of the initial 18-month period.

The method of assessment is based on units, with a residential dwelling or condominium equal to one benefit unit. The relationship between residential lots and non-residential development has been established at 4.2 residential lots to one assessed acre based on the general density of the City as a whole.

The improvements benefiting the property were required for the approval of, and as a consequence of, development of this area. The assessed acreage is the net acreage of the Parcel Map 36540.

The current annual assessment reflecting the reasonable cost of providing for the maintenance and servicing of the improvements and appurtenant facilities is equal to \$46.28 per benefit unit, shown as follows:

$$\frac{\text{Assessed Acre}}{4.2 \text{ Benefit Units}} \times \frac{\$6,046.94}{31.11 \text{ AC}} = \$46.28 \text{ per Benefit Unit}$$

Plus inflation factors not to exceed:

- 1) the "Common Labor, Construction Cost Index", as published by Engineering News Record in subsequent years, and
- 2) the Southern California Edison rate increase(s) effective in subsequent years.

The current maximum annual assessment, by parcel within Parcel Map 36540, is listed as follows:

Parcel	Net Acreage	Benefit Unit	Maximum Annual Assessment
1	24.26	101.89	\$4,715.47
2	<u>6.85</u>	<u>28.77</u>	<u>1,331.47</u>
Total	31.11	130.66	\$6,046.94

For the current maximum annual assessment and the assessment for the fiscal year commencing July 1, 2015 to June 30, 2016, reference is made to the Assessment Roll included herein as Attachment No.1.

PART 4. **A Diagram of the Annexation.** The boundary of the area to be annexed is coincident with the boundary of Parcel Map 36540. Said boundary is designated as "Diagram of Annexation of Parcel Map 36540 to Maintenance District No. 84-1, City of Perris, County of Riverside, State of California." The Diagram is included herein as Attachment No. 2, which shows the boundaries of the area of annexation and benefit. Reference is made to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the fiscal year to which the "Report" applies.

PART 5. **A Consent and Waiver for Annexation** to the District has been signed by the owners of the area within the proposed annexation. Said consent and waiver is included herein as Attachment No. 3.

**Assessment Roll
Annexation of Parcel Map 36540 to
Maintenance District No. 84-1
City of Perris**

Parcel Number	Assessment Number	Assessor Parcel Number	Estimated Annual Assessment	Fiscal Year 2015/2016
Parcel 1	1	Portion 302-110-013		
Parcel 1	1	Portion 302-110-014		
Parcel 1	1	Portion 302-110-015		
Parcel 1	1	Portion 302-110-016		
Parcel 1	1	302-110-037		
Parcel 1	1	302-110-038		
Total Parcel and Assessment Number 1			\$4,715.47	\$00.00
Parcel 2	2	Portion 302-110-013		
Parcel 2	2	Portion 302-110-014		
Parcel 2	2	Portion 302-110-015		
Parcel 2	2	Portion 302-110-016		
Total Parcel and Assessment Number 2			\$1,331.47	\$00.00
Totals			\$6,046.94	\$00.00

The Estimated Annual Assessment amount is subject to inflation factors not to exceed:

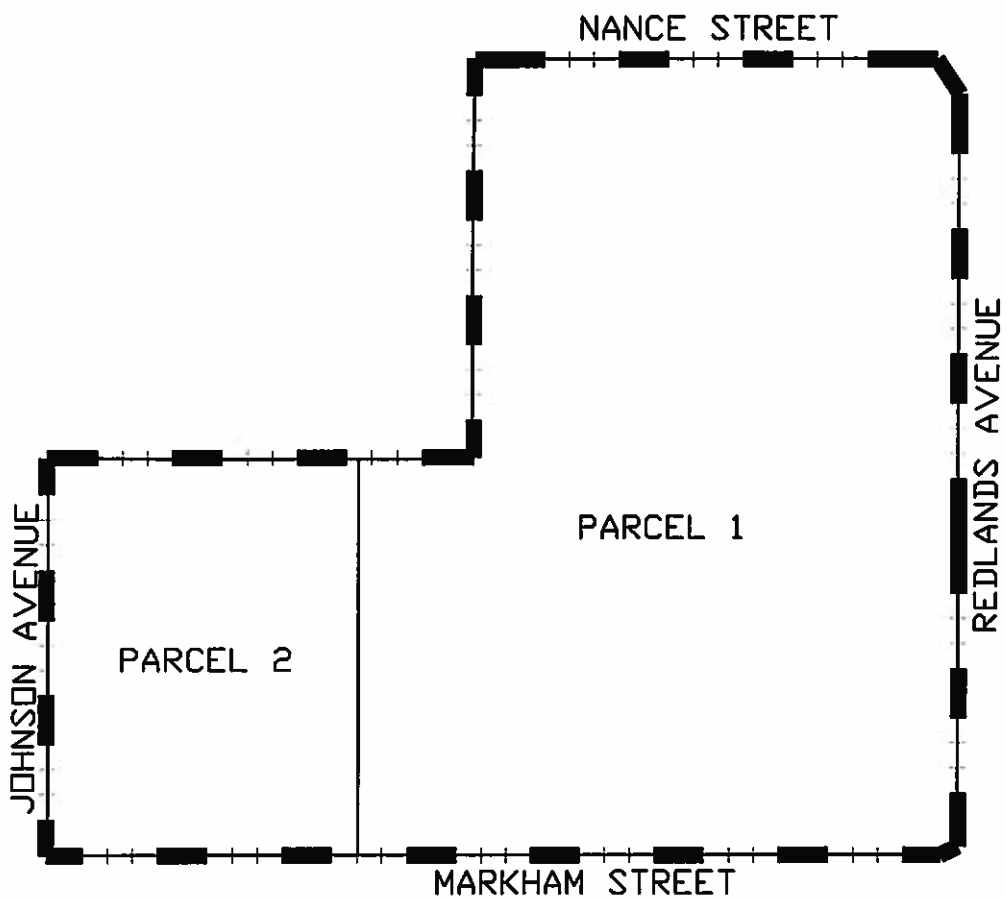
- 1) the "Common Labor, Construction Cost Index", as published by Engineering News Record in subsequent years, and
- 2) the Southern California Edison rate increase(s) effective in subsequent years.

DIAGRAM OF ANNEXATION OF PARCEL MAP 36540 TO MAINTENANCE DISTRICT 84-1

CITY OF PERRIS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



NOT TO SCALE



LEGEND

-  ANNEXATION BOUNDARY
-  PARCEL BOUNDARY

REFERENCE THE RIVERSIDE COUNTY ASSESSOR MAPS FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS

SHEET 1 OF 1

--

CONSENT AND WAIVER TO ANNEXATION

WHEREAS, the CITY COUNCIL of the CITY OF PERRIS, CALIFORNIA, has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, said special maintenance districts known and designated as LANDSCAPE MAINTENANCE DISTRICT NO. 1 and MAINTENANCE DISTRICT NO. 84-1 (hereinafter referred to as the "Maintenance Districts"); and,

WHEREAS, the provisions of Article II of Chapter 2 of the Act authorize the CITY COUNCIL of the CITY OF PERRIS, CALIFORNIA to order the annexation of territory to the Maintenance Districts; and,

WHEREAS, the CITY COUNCIL of the CITY OF PERRIS, CALIFORNIA may, pursuant to said provisions of the Act, order the annexation of territory to the Maintenance Districts without notice and hearing or filing of an Engineer's "Report" as would otherwise be required by the provisions of the Act if all of the owners of property within the territory proposed to be annexed, have given written consent to the proposed annexation; and,


WHEREAS, the undersigned, the owners of all property within the territory proposed to be annexed to the Maintenance Districts, acknowledge that pursuant to the provisions of the Act, the undersigned would be entitled to notice and hearing and the preparation of an Engineer's "Report" pertaining to the annexation of the property, acknowledge that they are aware of the proposed annexation to the Maintenance Districts of the property owned by the undersigned, and waives any and all right which the undersigned may now have to notice and hearing or the filing of an Engineer's "Report" pertaining to the annexation of the undersigned's property to the Maintenance Districts.

NOW, THEREFORE, it is hereby declared by the undersigned property owners as follows:

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

SECTION 2. That the undersigned, constituting the owners of the property described in Exhibit "A" attached hereto and incorporated herein by this reference and further constituting all of the property within the territory proposed to be annexed to the Maintenance Districts, hereby consent to the proposed annexation of said property to the Maintenance Districts without notice and hearing or filing of an Engineer's "Report" pertaining to such annexation.

Dated: 6/11/15



Signature

List Property Owner Name and Mailing Address

Perris Circle 151 LLC
521 17th Street
Manhattan Beach, CA 90266
Attn: Eric R. Omohundro

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

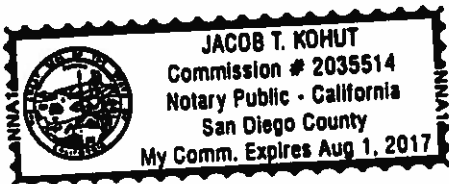
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)
On June 11 2015 before me, Jacob T Kohut, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Eric Omaluchiro
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Consent and Waiver to Annexation Document Date: _____
Number of Pages: 1 Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

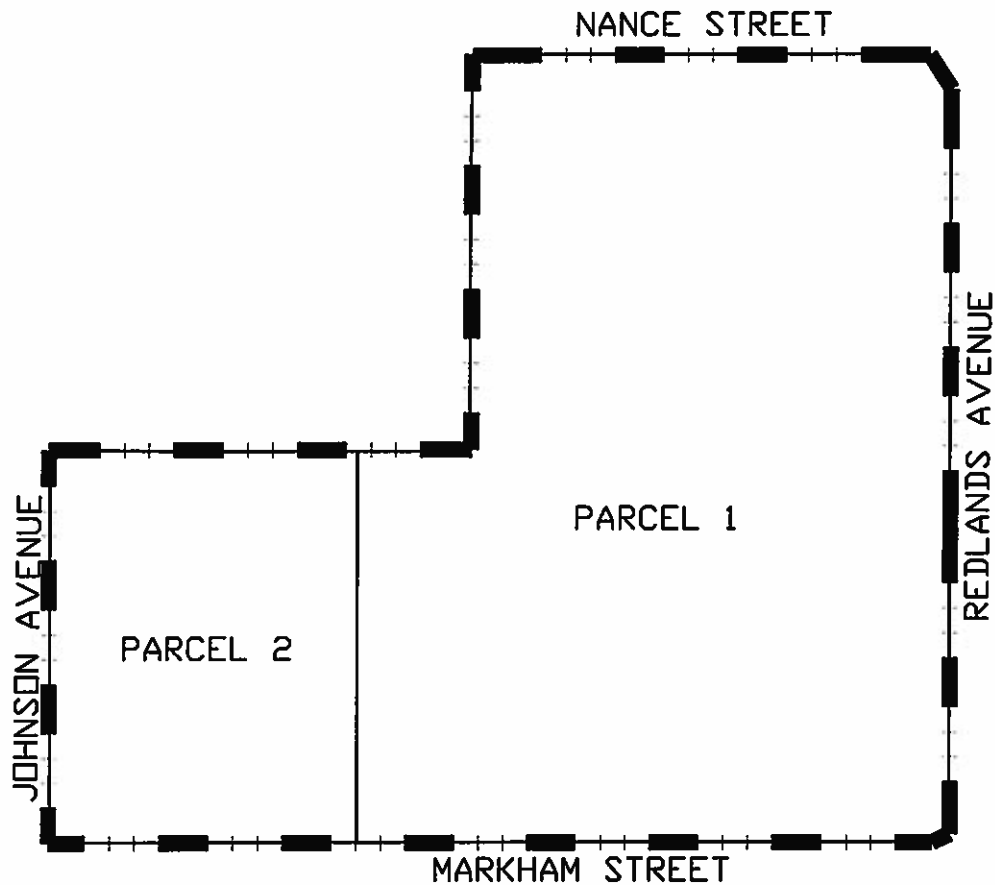
Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

EXHIBIT "A" TO CONSENT AND WAIVER FOR
ANNEXATION OF PARCEL MAP 36540 TO
MAINTENANCE DISTRICT NO. 84-1

CITY OF PERRIS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



NOT TO SCALE



LEGEND

-  ANNEXATION BOUNDARY
-  PARCEL BOUNDARY

REFERENCE THE RIVERSIDE COUNTY ASSESSOR MAPS FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS

SHEET 1 OF 1

RESOLUTION NUMBER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF PARCEL MAP 36540 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

WHEREAS, on the 11th day of August, 2015, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number ____ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by the Landscaping and Lighting Act of 1972; and

WHEREAS, said Engineer of Work has prepared and filed with the City Clerk of said City a report (the "Engineer's Report") in writing as called for in said resolution and under and pursuant to said act, which report has been presented to this City Council for consideration; and

WHEREAS, said City Council has duly considered said report and each and every part thereof, and finds that each and every part of said report is sufficient, and that no portion of the report requires or should be modified in any respect.

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

Section 1. That the Engineer's estimate prepared by the City Engineer of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said report be, and each of them are hereby, preliminary approved and confirmed.

Section 2. That the diagram showing the District referred to and described in said report, the boundaries of the subdivisions of the land within said District as the same existed at the time of passage of said Resolution, is hereby preliminarily approved and confirmed.

Section 3. That the proposed assessment upon the subdivisions of land in said District is in proportion to the estimated benefit to be received by said subdivision, respectively, from said work and of the incidental expenses thereof, as contained in said report is hereby preliminarily approved and confirmed.

Section 4. That said report shall stand as the Engineer's Report for the purposes of all subsequent proceedings, and pursuant to the proposed District.

ADOPTED, SIGNED and APPROVED this 11th day of August, 2015.

Mayor, Daryl R. Busch

Attest:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, City CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number _____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 11th day of August, 2015, by the following called vote:

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

City Clerk, Nancy Salazar

RESOLUTION NUMBER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO MAINTENANCE DISTRICT NUMBER 84-1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF PARCEL MAP 36540 TO MAINTENANCE DISTRICT NUMBER 84-1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON OCTOBER 13, 2015

The City Council of the City of Perris, pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California, does resolve as follows:

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

Section 1. Description of Work: That the public interest and convenience requires and it is the intention of the City Council of the City of Perris to order the following work be done, to wit:

1. Installation, construction, maintenance, and servicing of streetlight and traffic signal facilities as authorized by Section 22525 of the Streets and Highways Code, State of California.
2. Any and all work and materials appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof.

Section 2. Location of Work: The improvements to be maintained and serviced consist of the streetlights and traffic signals within said annexation.

Section 3. Description of Assessment District: That the contemplated work, in the opinion of said City Council, is of more local than ordinary public benefit, and this City Council hereby makes the expense of said work chargeable upon a District, which said District is assessed to pay the costs and expenses thereof, and which District is described as follows:

All that certain territory of the City of Perris included within the exterior boundary lines shown upon that certain "Diagram of Annexation of Parcel Map 36540 to Maintenance District Number 84-1" heretofore approved by the City Council of said City by Resolution No. _____, indicating by said boundary line the extent of the territory included within the proposed assessment district and which map is on file in the office of the City Clerk of said City.

Reference is hereby made to said map for a further, full, and more particular description of said assessment district, and the said map so on file shall govern for all details as to the extent of said assessment district.

Section 4. Report of Engineer: The City Council of said City by Resolution Number _____ has preliminarily approved the report of the Engineer of Work which report indicated the amount of the proposed assessment, the district boundaries, assessment zones, detailed description of improvements, and the method of assessment. The report titled "Engineer's Report for Annexation of Parcel Map 36540, to Maintenance District Number 84-1", is on file in the office of the City Clerk of said City. Reference to said report is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

Section 5. Collection of Assessments: The assessment shall be collected at the same time and in the same manner as taxes for the County of Riverside are collected. The Engineer of Work shall file a report annually with the City Council of said City and said City Council will annually conduct a hearing upon said report at their regular meeting before August 10th, at which time assessments for the next Fiscal Year will be determined. That the annual assessment reflecting the reasonable cost of providing for the maintenance, servicing and operation of the streetlights and traffic signals and appurtenant facilities is \$46.28 per Benefit Unit (single family home), plus an inflation factor not to exceed 1) the "Common Labor, Construction Cost Index", as published by Engineering News Record in subsequent years, and 2) the Southern California Edison rate increase(s) effective in subsequent years.

Section 6. Time and Place of Public Hearing: Notice is hereby given that on October 13, 2015, at 6:00 p.m., in the City Council Chambers of the City Council of the City of Perris, California, 101 North "D" Street, in the City of Perris, State of California, is hereby fixed as the time and place for a hearing by this City Council on the question of the levying and collection of the proposed assessments. That any and all persons having any objections to the work or the extent of the annexation to the assessment district may appear and show cause why said work should not be done or carried out or why said annexation to the district should not be confirmed in accordance with this Resolution of Intention. City Council will consider all oral and written protests.

Section 7. Landscaping and Lighting Act of 1972: All the work herein proposed shall be done and carried through in pursuance of an act of the legislature of the State of California designated the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California.

Section 8. Publication of Resolution of Intention: The City Clerk shall cause this Resolution of Intention to be published three times as required by Section 22626 and 22552 of the California Streets and Highways Code, with the first publication occurring no later than 45 days prior to the public hearing at which the City Council will consider levying the proposed special assessments. The published notice will encompass one-eighth of a newspaper page. The Perris City News is hereby designated as the newspaper in which the City Clerk shall publish this Resolution of Intention. Upon completion of giving notice, the City Clerk is further directed to file in her office a proof of publication setting forth compliance with the requirements for publishing.

Section 9. Mailing of Notice: The City Clerk shall also give notice by a first-class mailing to all owners of property subject to any new or increased assessments. The notice shall be mailed no later than 45 days prior to the public hearing at which the City Council will consider levying the new or increased assessments and shall be at least in 10 point type. The form of said notice shall conform in all respects with the requirements of subdivision (b) of Section 53753 of the Government Code and pursuant to subdivision (c) of that section, each notice shall contain an assessment ballot whereon the property owner may indicate support or opposition to the proposed assessment.

Section 10. Designation of Contact Person: That this City Council does hereby designate, Habib Motlagh, City Engineer of the City of Perris, (951) 943-6504 as the person to answer inquiries regarding the District and the proposed annexation thereto.

Section 11. Certification: The City Clerk shall certify to the adoption of this Resolution.

ADOPTED, SIGNED and APPROVED this 11th day of August, 2015.

Mayor, Daryl R. Busch

Attest:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 11th day of August, 2015, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date August 11, 2015

SUBJECT: Annexation of Parcel Map 36540 to Landscape Maintenance District No. 1 (LMD 1)

REQUESTED ACTION:

1. Adoption of Resolution Ordering Preparation of the Engineer's Report
2. Adoption of Resolution Preliminarily Approving Engineer's Report
3. Adoption of Resolution of Intention to Annex Parcel Map 36540 to LMD 1 and setting a public hearing date of October 13, 2015

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: Parcel Map 36540 is a 31.11-acre project located on the west side of Redlands Avenue between Nance and Markham Streets. The project is under the ownership of CI Perris 151, LLC.

The landscaping benefit includes maintenance of the irrigation system, landscaping, and appurtenances located within the Redlands Avenue medians accommodating ingress and egress to Parcel Map 36540; and, the Nance Street, Redlands Avenue and Markham Street parkways bordering Parcel Map 36540.

As a condition of approval, the project is required to annex into LMD 1. This district was formed to finance the annual maintenance of landscape improvements installed in conjunction with new development.

BUDGET (or FISCAL) IMPACT: The current maximum annual assessment is \$23,352.72, plus inflation factors not to exceed 1) the "Common Labor, Construction Cost Index", as published by Engineering News Record in subsequent years, 2) the Southern California Edison rate increase(s) effective in subsequent years, and 3) the Eastern Municipal Water District rate increase(s) effective in subsequent years.

Reviewed by:

Assistant City Manager *RC*

City Attorney _____

- Attachments:**
1. Resolution Ordering Preparation of the Engineer's Report
 2. Engineer's Report
 3. Resolution Preliminarily Approving Engineer's Report
 4. Resolution of Intention to Annex Parcel Map 36540 to LMD 1

Consent:

RESOLUTION NUMBER XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF BENEFIT ZONE 113 (PARCEL MAP 36540) TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

WHEREAS, it has been determined by the City Council of the City of Perris, County of Riverside, California, that the public interest, convenience and necessity requires the installation and planting of landscape materials and the installation and construction of an irrigation system and other facilities set forth in Section 22525 of the Streets and Highways Code, State of California, and the maintenance thereof, all within the incorporated boundaries of the City of Perris, California; and

WHEREAS, the City Council has heretofore appointed Habib Motlagh, the City Engineer for the City of Perris, as the "Engineer of Work" for Landscape Maintenance District Number 1 and Shepherd & Staats, Incorporated has heretofore been appointed for the purpose of assisting in the preparation of the written report provided for in Section 22567 of Chapter 1 of Part 2 of Division 15 of the Streets and Highways Code, State of California.

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

Section 1. That the public interest, convenience and necessity, requires the annexation to a maintenance district for the purpose of installing, constructing and maintaining the installation and planting of landscape materials and the installation and construction of an irrigation system and other facilities authorized by Section 22525 of the Streets and Highways Code, State of California.

Section 2. That Parcel Map 36540 be defined as that area to be annexed to Benefit Zone 113, City of Perris Landscape Maintenance District Number 1.

Section 3. That the lands to be specially charged for the installation, construction, and maintenance of the facilities shall be the area within the boundaries of the annexation to the district generally indicated on the map entitled "Diagram of Annexation of Parcel Map 36540, to Benefit Zone 113, Landscape Maintenance District Number 1, City of Perris, County of Riverside, State of California."

Section 4. That the proceedings are to be conducted for said annexation to the maintenance district under and in accordance with provisions of Division 15 of the Streets and Highways Code (Landscaping and Lighting Act of 1972) of the State of California.

Section 5. That Habib Motlagh, the City Engineer for the City of Perris, is hereby appointed the "Engineer of Work" and all provisions of Division 15 applicable to the Engineer shall apply to said "Engineer of Work" and Shepherd & Staats, Incorporated, is hereby appointed for the purpose of assisting in the preparation of the written report provided for in Section 22567 of said Division 15 of the Streets and Highways Code.

Section 6. That Habib Motlagh, the City Engineer for the City of Perris, is hereby designated to sign all papers and documents in connection with the proceedings for the annexation to said maintenance district, acting in the capacity of the Engineer of Work.

Section 7. That the cost of maintaining the facilities set forth herein in subject annexation to the district shall be borne by the property owners within the subject annexation to the district, said cost to be assessed and collected in accordance with said Landscaping and Lighting Act of 1972.

Section 8. That the Engineer of Work is hereby ordered to prepare a report in accordance with Article 4 of said maintenance act, and is hereby directed to prepare and file such report with the City Clerk.

ADOPTED, SIGNED and APPROVED this 11th day of August, 2015.

Mayor, Daryl R. Busch

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held 11th day of August, 2015, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

AGENCY: City of Perris

**PROJECT: Annexation of Parcel Map 36540
To Benefit Zone 113, Landscape Maintenance District No. 1**

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

REPORT PURSUANT TO "LANDSCAPING AND LIGHTING ACT OF 1972"

Pursuant to the direction from the City Council, submitted herewith is the "Report," consisting of the following parts, pursuant to the provisions of Division 15, Part 2 of the Streets and Highways Code of the **STATE OF CALIFORNIA**, being the "Landscaping and Lighting Act of 1972", as amended. This "Report" provides for the annexation into the District of additional parcels and the levy of assessments for the fiscal year commencing July 1, 2015 to June 30, 2016, for that area to be known and designated as:

**"Annexation of Parcel Map 36540
To Benefit Zone 113, Landscape Maintenance District No. 1"**

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

Executed this 11th day of August, 2015.

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

Final approval, confirmation and levy of the annual assessment and all matters relating to annexation and the Engineer's "Report" were made on the 13th day of October 2015, by adoption of Resolution No. _____ of the City Council.

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

A copy of the Assessment Roll and Engineer's "Report" were filed in the Office of the City Clerk on the 11th day of August 2015.

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

Report

PART 1. Plans and Specifications for the improvements to be maintained and/or improved for a fiscal year are in the process of being designed for acceptance by the City of Perris. In general the landscaping, irrigation, and appurtenances to be maintained are within the public medians and parkways bordering Parcel Map 36540. The medians are located in Redlands Avenue and the parkways are located along Nance Street, Redlands Avenue and Markham Street.

Reference is made to the following landscaping plans and specifications:

Prepared by Scott Peterson that is entitled, "Redlands and Markham Commerce Center – City LMD Off-Site Parkways, for Nance St., Redlands Blvd, and Markham Ave., Perris, California", and

Prepared by Hunter Landscape that is entitled, "Landscape Improvement Plans for IDI, LLC, Redland Avenue, Perris, California", and

Prepared under the supervision of Thomas K. Hayes that is entitled, "Redlands Ave and Trail Street Improvement Plans".

Reference is also made to the exhibit prepared for Eastern Municipal Water District by Albert A. Webb Associates, that is entitled, "Barratt Site – Circle Industrial LLC, RWUE, Parcel Map 36540". For further information on the location of the improvements and the public right-of-way, reference is made to the plans and specifications prepared by Albert A. Webb Associates that are entitled,

"Street Improvement Plans for Perris Circle Industrial Park – TPM 36540, City of Perris, California - DPR No. 13-02-0005", and

"Street Improvement Plans for Stratford Ranch – Parcel Map 36540, Amended No. DPR 11-12-0004, City of Perris, California".

It is noted that the maintenance of all facilities located within the inside property-line is the responsibility of the property owner.

Upon final approval, plans and specifications for the improvements will be on file in the City of Perris Office of Community Development and, by reference, are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto. The plans and specifications will sufficiently show and describe the general nature, location and extent of all the improvements.

PART 2. An Estimate of the cost for the improvements to be maintained and/or improved for a given fiscal year includes labor, water, electricity, materials and plant replacement, and appurtenances. Incidental costs include annual engineering, legal, City Clerk, Finance Department, and Public Works expenses, including the processing of payments and the submittal of billings to the Riverside County Auditor for placement on the tax roll.

The quantities and annual cost for the public improvements are estimated as follows:

<u>Item</u>	<u>Square Feet (SF)</u>		<u>Trees</u>	
	<u>Medians</u>	<u>Parkways</u>	<u>Medians</u>	<u>Parkways</u>
Redlands Avenue	9,312	8,203	10	35
Nance Street		2,800		15
Markham Street		<u>9,716</u>		<u>29</u>
Totals	9,312	20,719	10	79

<u>Item</u>	<u>Quantity Assessed</u>			<u>Unit Cost</u>	<u>Annual Cost</u>		
	<u>Medians</u>	<u>Parkways</u>	<u>Unit</u>		<u>Medians (BZ 110)</u>	<u>Parkways</u>	<u>Total</u>
Maintenance	4,656	20,719	SF	\$0.52	\$2,421.12	\$10,773.88	\$13,195.00
Plant Replacement	22	99	Each	15.75	346.50	1,559.25	1,905.75
Tree Trimming	5	79	0.50	80.00	<u>200.00</u>	<u>3,160.00</u>	<u>3,360.00</u>
Subtotal					\$2,967.62	\$15,493.13	\$18,460.75
Contingency					<u>296.76</u>	<u>1,549.31</u>	<u>1,846.07</u>
Total Maintenance					\$3,264.38	\$17,042.44	\$20,306.82
Incidentals					\$489.66	\$2,556.24	\$3,045.90
Balance to Assessment					\$3,754.04	\$19,598.68	\$23,352.72

On April 14, 2015, as confirmed and set forth in Resolution 4866, Benefit Zone 110 was established for the maintenance of landscaping improvements constructed under Parcel Map 36469. These improvements include four medians located within Redlands Avenue south of Harley Know Boulevard that benefit and accommodate the ingress and egress to Parcel Map 36469 and Parcel Map 36540. Accordingly, in addition to the parkways constructed under Parcel Map 36540, Benefit Zone 113 will contribute to Benefit Zone 110, 50% of the expenses incurred for the maintenance of these medians.

Due to the soil, water, exposure, and pedestrian traffic, plant replacement is estimated at a 3% die-off rate at 2-feet on-center. Tree trimming is scheduled to occur every other year.

The maximum annual assessment is based on the estimated cost of maintaining the improvements at maturity. The annual assessment levied will be based on the actual annual expenses incurred by Benefit Zone 113.

A 6-month tax roll reserve provides funding for the cost of servicing and maintenance prior to the receipt of tax collections from the County of Riverside. The fiscal year begins July 1 and the first installment from the tax roll collections is usually distributed by the County of Riverside the following January. A 6-month tax roll reserve, based on the annual cost of the improvements is \$11,676.36.

The developer shall be responsible for the maintenance and upkeep of the public landscaping set forth herein for a period of one year after acceptance of the improvements by the City. Benefit Zone 113, for the fiscal year commencing July 1, 2015 to June 30, 2016, will incur zero costs.

PART 3. The **Assessment Roll** shows the proportionate amount of the assessment to be charged in proportion to the benefits to be received by each lot or parcel within the exterior boundaries of Benefit Zone 113, as shown on the Diagram, enclosed herein as Part 4.

The area within Parcel Map 36540 specifically benefits from the maintenance of the medians and parkways along the streets that provide ingress and egress to all parcels. The improvements benefiting the parcels were required as a condition of approval for Parcel Map 36540.

The method of assessment is based on units, with the benefit units assigned to the net area within Parcel Map 36540. The current maximum annual assessment reflecting the reasonable cost of providing for the maintenance and servicing of the public improvements and appurtenant facilities is equal to \$750.65 per net acre.

The Benefit Units assigned, and corresponding current maximum annual assessment, per parcel, are listed as follows:

Parcel	Net Acreage	Benefit Unit	Maximum Annual Assessment
1	24.26	24.26	\$18,210.77
2	<u>6.85</u>	<u>6.85</u>	<u>5,141.95</u>
Total	31.11	31.11	\$23,352.72

The annual assessments are subject to inflation factors not to exceed:

- 1) the "Common Labor, Construction Cost Index", as published by Engineering News Record in subsequent years,
- 2) the Southern California Edison rate increase(s) effective in subsequent years, and
- 3) the Eastern Municipal Water District rate increase(s) effective in subsequent years.

For the current maximum annual assessment and the assessment for the fiscal year commencing July 1, 2015 to June 30, 2016, reference is made to the Assessment Roll included herein as Attachment No. 1.

PART 4. A **Diagram** of the Annexation. The boundary of the area to be annexed is coincident with Parcel Map 36540. Said boundary is designated as "Diagram of Annexation of PM 36540 to Benefit Zone 113, Landscape Maintenance District No. 1, City of Perris, County of Riverside, State of California". The Diagram is included herein as Attachment No. 2, which shows the boundaries of the area of benefit. Reference is made to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the fiscal year to which the "Report" applies.

PART 5. A **Consent and Waiver for Annexation** to the District has been signed by the owners of the area within the proposed annexation. Said consent and waiver are included herein as Attachment No. 3.

**Assessment Roll
Annexation of Parcel Map 36540 to
Benefit Zone 113,
Landscape Maintenance District No. 1, City of Perris**

Parcel Number	Benefit Zone and Assessment Number	Assessor Parcel Number	Estimated Annual Assessment	Fiscal Year 2015/2016
Parcel 1	113	Portion 302-110-013		
Parcel 1	113	Portion 302-110-014		
Parcel 1	113	Portion 302-110-015		
Parcel 1	113	Portion 302-110-016		
Parcel 1	113	302-110-037		
Parcel 1	113	302-110-038		
Total Parcel 1			\$18,210.77	\$00.00
Parcel 2	113	Portion 302-110-013		
Parcel 2	113	Portion 302-110-014		
Parcel 2	113	Portion 302-110-015		
Parcel 2	113	Portion 302-110-016		
Total Parcel 2			\$5,141.95	\$00.00
Totals			\$23,352.72	\$00.00

The Estimated Annual Assessment amount is subject to inflation factors not to exceed:

- 1) the "Common Labor, Construction Cost Index", as published by Engineering News Record in subsequent years,
- 2) the Southern California Edison rate increase(s) effective in subsequent years, and
- 3) the Eastern Municipal Water District rate increase(s) effective in subsequent years.

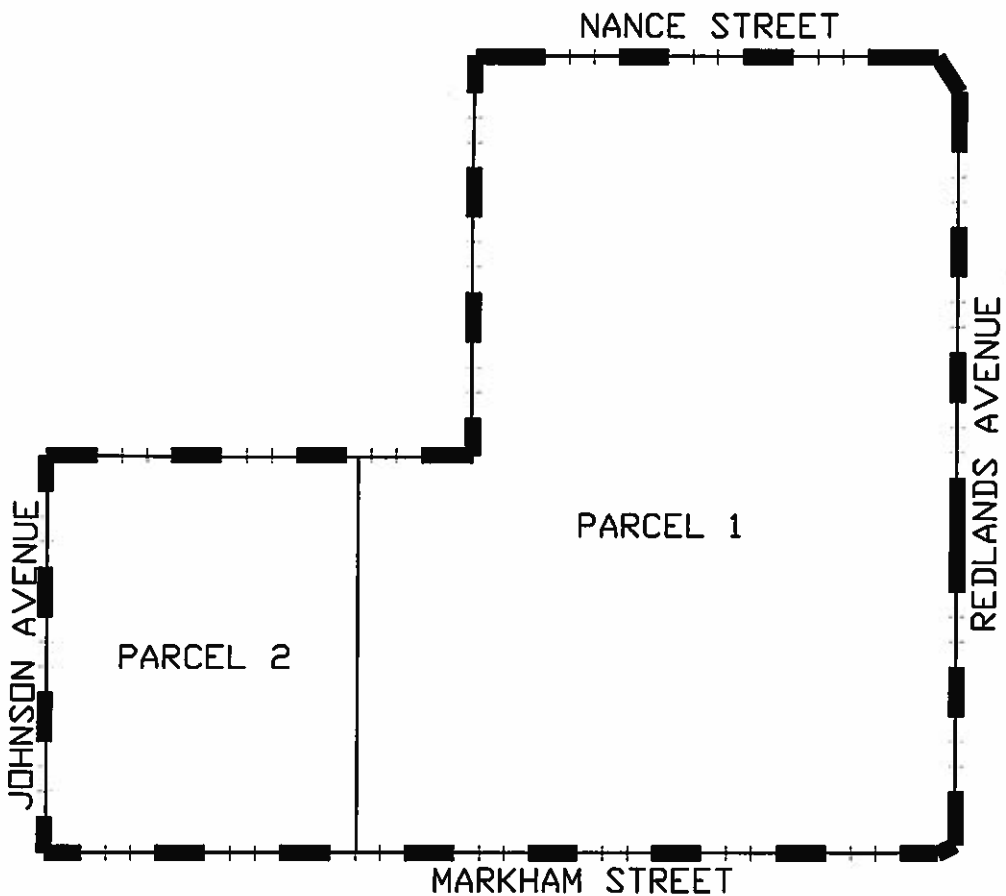
DIAGRAM OF ANNEXATION OF
PARCEL MAP 36540 TO BENEFIT ZONE 113
LANDSCAPE MAINTENANCE DISTRICT NO. 1

CITY OF PERRIS

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



NOT TO SCALE



LEGEND

- — — — — ANNEXATION BOUNDARY
- PARCEL BOUNDARY

REFERENCE THE RIVERSIDE COUNTY ASSESSOR MAPS FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS

SHEET 1 OF 1

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CONSENT AND WAIVER TO ANNEXATION

WHEREAS, the CITY COUNCIL of the CITY OF PERRIS, CALIFORNIA, has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, said special maintenance districts known and designated as LANDSCAPE MAINTENANCE DISTRICT NO. 1 and MAINTENANCE DISTRICT NO. 84-1 (hereinafter referred to as the "Maintenance Districts"); and,

WHEREAS, the provisions of Article II of Chapter 2 of the Act authorize the CITY COUNCIL of the CITY OF PERRIS, CALIFORNIA to order the annexation of territory to the Maintenance Districts; and,

WHEREAS, the CITY COUNCIL of the CITY OF PERRIS, CALIFORNIA may, pursuant to said provisions of the Act, order the annexation of territory to the Maintenance Districts without notice and hearing or filing of an Engineer's "Report" as would otherwise be required by the provisions of the Act if all of the owners of property within the territory proposed to be annexed, have given written consent to the proposed annexation; and,

WHEREAS, the undersigned, the owners of all property within the territory proposed to be annexed to the Maintenance Districts, acknowledge that pursuant to the provisions of the Act, the undersigned would be entitled to notice and hearing and the preparation of an Engineer's "Report" pertaining to the annexation of the property, acknowledge that they are aware of the proposed annexation to the Maintenance Districts of the property owned by the undersigned, and waives any and all right which the undersigned may now have to notice and hearing or the filing of an Engineer's "Report" pertaining to the annexation of the undersigned's property to the Maintenance Districts.

NOW, THEREFORE, it is hereby declared by the undersigned property owners as follows:

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

SECTION 2. That the undersigned, constituting the owners of the property described in Exhibit "A" attached hereto and incorporated herein by this reference and further constituting all of the property within the territory proposed to be annexed to the Maintenance Districts, hereby consent to the proposed annexation of said property to the Maintenance Districts without notice and hearing or filing of an Engineer's "Report" pertaining to such annexation.

Dated: 6/11/15



Signature

List Property Owner Name and Mailing Address

Perris Circle 151 LLC
521 17th Street
Manhattan Beach, CA 90266
Attn: Eric R. Omohundro

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

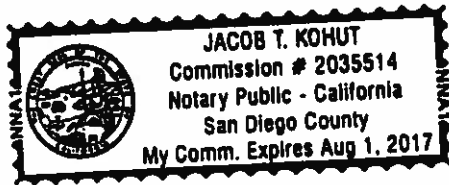
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)
On June 11 2015 before me, Jacob T Kohut, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Eric Omakundro
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Consent and Waiver to Annexation Document Date:
Number of Pages: 1 Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

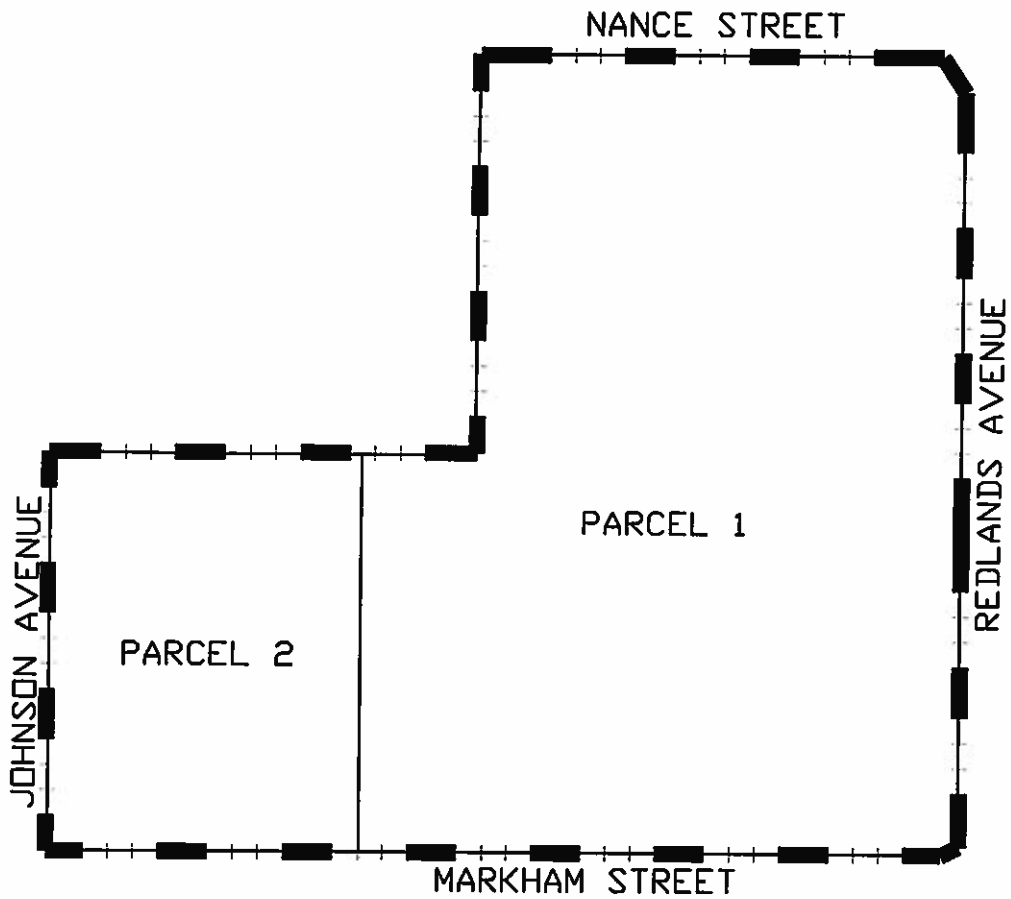
Signer's Name:
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing:

EXHIBIT "A" TO CONSENT AND WAIVER FOR
ANNEXATION OF PARCEL MAP 36540 TO BENEFIT ZONE 113
LANDSCAPE MAINTENANCE DISTRICT NO. 1

CITY OF PERRIS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



NOT TO SCALE



LEGEND

- · · · — ANNEXATION BOUNDARY
- PARCEL BOUNDARY

REFERENCE THE RIVERSIDE COUNTY ASSESSOR MAPS FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS

SHEET 1 OF 1

RESOLUTION NUMBER XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF PARCEL MAP 36540 TO BENEFIT ZONE 113, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

WHEREAS, on the 11th day of August, 2015, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number _____ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by the Landscaping and Lighting Act of 1972; and

WHEREAS, said Engineer of Work has prepared and filed with the City Clerk of said City a report (the "Engineer's Report") in writing as called for in said resolution and under and pursuant to said act, which report has been presented to this City Council for consideration; and

WHEREAS, said City Council has duly considered said report and each and every part thereof, and finds that each and every part of said report is sufficient, and that no portion of the report requires or should be modified in any respect.

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

Section 1. That the Engineer's estimate prepared by the City Engineer of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said report be, and each of them are hereby, preliminary approved and confirmed.

Section 2. That the diagram showing the District referred to and described in said report, the boundaries of the subdivisions of the land within said District as the same existed at the time of passage of said Resolution, is hereby preliminarily approved and confirmed.

Section 3. That the proposed assessment upon the subdivisions of land in said District is in proportion to the estimated benefit to be received by said subdivision, respectively, from said work and of the incidental expenses thereof, as contained in said report is hereby preliminarily approved and confirmed.

Section 4. That said report shall stand as the Engineer's Report for the purposes of all subsequent proceedings, and pursuant to the proposed District.

ADOPTED, SIGNED and APPROVED this 11th day of August, 2015.

Mayor, Daryl R. Busch

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held 11th day of August, 2015, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

RESOLUTION NUMBER XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO BENEFIT ZONE 113, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO BENEFIT ZONE 113, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF PARCEL MAP 36540 TO BENEFIT ZONE 113, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON OCTOBER 13, 2015

The City Council of the City of Perris, pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California, does resolve as follows:

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

Section 1. Description of Work: That the public interest and convenience requires and it is the intention of the City Council of the City of Perris to order the following work be done, to wit:

1. Installation, construction, maintenance, and servicing of landscaping as authorized by Section 22525 of the Streets and Highways Code, State of California.
2. Any and all work and materials appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof.

Section 2. Location of Work: The improvements to be maintained and serviced include the irrigation system, landscaping, and appurtenances benefiting Parcel Map 36540. The improvements, located in public rights-of-way, are located in the Redlands Avenue medians accommodating ingress and egress to Benefit Zone 113; and, the Nance Street, Redlands Avenue and Markham Street parkways bordering Benefit Zone 113.

Section 3. Description of Assessment District: That the contemplated work, in the opinion of said City Council, is of more local than ordinary public benefit, and this City Council hereby makes the expense of said work chargeable upon a District, which said District is assessed to pay the costs and expenses thereof, and which District is described as follows:

All that certain territory of the City of Perris included within the exterior boundary lines shown upon that certain "Diagram of Annexation of Parcel Map 36540 to Benefit Zone 113, Landscape Maintenance District Number 1" heretofore approved by the City Council of said City by Resolution No ____, indicating by said boundary line the extent of the territory included within the proposed assessment district and which map is on file in the office of the City Clerk of said City.

Reference is hereby made to said map for a further, full, and more particular description of said assessment district, and the said map so on file shall govern for all details as to the extent of said assessment district.

Section 4. Report of Engineer: The City Council of said City by Resolution Number ____ has preliminarily approved the report of the Engineer of Work which report indicated the amount of the proposed assessment, the district boundaries, assessment zones, detailed description of improvements, and the method of assessment. The report titled "Engineer's Report for Annexation of Parcel Map 36540 to Benefit Zone 113, Landscape Maintenance District Number 1", is on file in the office of the City Clerk of said City. Reference to said report is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

Section 5. Collection of Assessments: The assessment shall be collected at the same time and in the same manner as taxes for the County of Riverside are collected. The Engineer of Work shall file a report annually with the City Council of said City and said City Council will annually conduct a hearing upon said report at their regular meeting before August 10th, at which time assessments for the next Fiscal Year will be determined. That the annual assessment reflecting the reasonable cost of providing for the maintenance, servicing and operation of the public landscaping and appurtenant facilities is equal to \$750.65 per Benefit Unit, plus inflation factors not to exceed 1) the "Common Labor, Construction Cost Index", as published by Engineering News Record in subsequent years, 2) the Southern California Edison rate increase(s) effective in subsequent years, and 3) the Eastern Municipal Water District rate increase(s) effective in subsequent years.

Section 6. Time and Place of Public Hearing: Notice is hereby given that on October 13, 2015, at 6:00 p.m., in the City Council Chambers of the City Council of the City of Perris, California, 101 North "D" Street, in the City of Perris, State of California, is hereby fixed as the time and place for a hearing by this City Council on the question of the levying and collection of the proposed assessments. That any and all persons having any objections to the work or the extent of the annexation to the assessment district may appear and show cause why said work should not be done or carried out or why said annexation to the district should not be confirmed in accordance with this Resolution of Intention. City Council will consider all oral and written protests.

Section 7. Landscaping and Lighting Act of 1972: All the work herein proposed shall be done and carried through in pursuance of an act of the legislature of the State of California designated the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California.

Section 8. Publication of Resolution of Intention: The City Clerk shall cause this Resolution of Intention to be published three times as required by Section 22626 and 22552 of the California Streets and Highways Code, with the first publication occurring no later than 45 days prior to the public hearing at which the City Council will consider levying the proposed special assessments. The published notice will encompass one-eighth of a newspaper page. The Perris Progress is hereby designated as the newspaper in which the City Clerk shall publish this Resolution of Intention. Upon completion of giving notice, the City Clerk is further directed to file in her office a proof of publication setting forth compliance with the requirements for publishing.

Section 9. Mailing of Notice: The City Clerk shall also give notice by a first-class mailing to all owners of property subject to any new or increased assessments. The notice shall be mailed no later than 45 days prior to the public hearing at which the City Council will consider levying the new or increased assessments and shall be at least in 10 point type. The form of said notice shall conform in all respects with the requirements of subdivision (b) of Section 54953 of the Government Code and pursuant to subdivision (c) of that section, each notice shall contain an assessment ballot whereon the property owner may indicate support or opposition to the proposed assessment.

Section 10. Designation of Contact Person: That this City Council does hereby designate, Habib Motlagh, City Engineer of the City of Perris, (951) 943-6504 as the person to answer inquiries regarding the District and the proposed annexation thereto.

Section 11. Certification: The City Clerk shall certify to the adoption of this Resolution.

ADOPTED, SIGNED and APPROVED this 11th day of August, 2015.

Mayor, Daryl R. Busch

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held 11th day of August, 2015, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date August 11, 2015

SUBJECT: Annexation of Parcel Map 36540 to Flood Control MD No. 1

REQUESTED ACTION: Adoption of Resolution of Intention to Annex Parcel Map 36540 to Flood Control Maintenance District No. 1 and set a public hearing date of October 13, 2015

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: Parcel Map 36540 is a 31.11-acre project located on the west side of Redlands Avenue between Nance and Markham Streets. The project is under the ownership of CI Perris 151, LLC.

As a condition of approval, the project is required to annex into FCMD 1. This district provides revenue for the annual maintenance of interior streets (residential only) and flood control improvements installed in conjunction with new development.

The project will benefit from the maintenance and servicing of the public flood control facilities that protect the Parcel Map 36540 from inundation. The public facilities include catch basins and 18-, 30- and 36-inch reinforced concrete pipe.

BUDGET (or FISCAL) IMPACT: The maximum annual assessment is \$2,742.04, plus inflation factors 1) the "Common Labor, Construction Cost Index", as published by Engineering News Record in subsequent years, 2) the Southern California Edison rate increase(s) effective in subsequent years, and 3) the Eastern Municipal Water District rate increase(s) effective in subsequent years.

Reviewed by:

Assistant City Manager 

City Attorney _____

Attachments: 1. Engineer's Report
2. Resolution of Intention to Annex Parcel Map 36540 to Flood Control MD No. 1

Consent:

AGENCY: City of Perris

**PROJECT: Annexation of Parcel Map 36540
To Benefit Zone 82, Flood Control Maintenance District No. 1**

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

REPORT PURSUANT TO "BENEFIT ASSESSMENT ACT OF 1982"

Pursuant to the direction from the City Council of the City of Perris, submitted herewith is the "Report," consisting of the following parts, pursuant to the provisions of Part 1 of Division 2 of Title 5 of the Government Code of the **STATE OF CALIFORNIA**, being the "Benefit Assessment Act of 1982", as amended, commencing with Section 54703. This "Report" provides for the annexation into the District of additional parcels and the levy of assessments for the fiscal year commencing July 1, 2015 to June 30, 2016, for that area to be known and designated as:

**"Annexation of Parcel Map 36540
To Benefit Zone 82, Flood Control Maintenance District No. 1"**

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

Executed this 11th day of August, 2015.

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

Final approval, confirmation and levy of the annual assessment and all matters relating to annexation and the Engineer's "Report" were made on the 13th day of October 2015, by adoption of Resolution No. _____ of the City Council.

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

A copy of the Assessment Roll and Engineer's "Report" were filed in the Office of the City Clerk on the 11th day of August 2015.

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

Report

PART 1. A **General Description** of the flood control improvements includes facilities that will accommodate the storm flow and protect Parcel Map 36540 from inundation. These improvements channel, contain and convey the storm flow to the Perris Valley Storm Drain Channel. These improvements are generally described as follows:

- Catch basins, drains and inlets
- 18", 30", and 36" reinforced concrete pipe

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

It is noted that all private on-site water quality detention basins and storm drain facilities identified on the exhibit prepared for Eastern Municipal Water District by Albert A. Webb Associates, that is entitled, "Barratt Site – Circle Industrial LLC, RWUE, Parcel Map 36540", are to be maintained by the property owner and not the City of Perris.

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

"Street Improvement Plans for Perris Circle Industrial Park – TPM 36540, City of Perris, California - DPR No. 13-02-0005", and

"Street Improvement Plans for Stratford Ranch – Parcel Map 36469, Amended DPR No. 11-12-0004".

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

PART 3. **An Estimate** of the cost for the public improvements to be maintained and/or improved for a given fiscal year includes labor, equipment, materials, and appurtenances. Incidentals include annual engineering, legal, City Clerk, and finance expenses to the District, including the processing of payments and the submittal of billings to the Riverside County Auditor for placement on the tax roll.

On April 14, 2015, as confirmed and set forth in Resolution 4867, Benefit Zone 81 was established for the maintenance of storm drain improvements constructed under Parcel Map 36469. These improvements include catch basins and storm drains located along Redlands Avenue, between Nance and Markham Streets, which benefit and accommodate the storm drain flow generated by Parcel Map 36469 and Parcel Map 36540. Accordingly, in addition to the public storm drain facilities constructed under Parcel Map 36540, Benefit Zone 82 will contribute to Benefit Zone 81, 30% of the expenses incurred for the maintenance of these facilities.

The annual assessment levied will be based on the actual expenses incurred by Benefit Zone 82. With service intervals and staggered maintenance operations, revenue requirements for maintenance will fluctuate year to year. Each year's maintenance operations will be funded by that year's assessment plus the fund balance remaining from prior year assessments.

The estimated annual cost for maintenance of the facilities is listed below.

<u>Parcel Map 36540 Storm Drain Facilities</u>	
Catch Basins	\$894.60
Storm Drains	<u>907.85</u>
Subtotal	\$1,802.45
Contingency	<u>180.24</u>
Total for Parcel Map 36540 Storm Drain Facilities	\$1,982.69
<u>Contribution to Benefit Zone 81</u>	
Catch Basins	\$223.65
Storm Drains	<u>141.58</u>
Subtotal	\$365.23
Contingency	<u>36.52</u>
Total Contribution to Benefit Zone 81	\$401.75
Total Maintenance Costs	\$2,384.44
Incidental Expenses	<u>357.60</u>
Total Amount Assessed	\$2,742.04

When the improvements are accepted, the City of Perris will assume the expenses of maintaining the improvements twelve months from the acceptance date. Zero costs will be incurred for the fiscal year commencing July 1, 2015 to June 30, 2016.

PART 4

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

The storm drainage facilities will accommodate the storm flow specifically impacting Parcel Map 36540. These improvements specifically benefit the area within the annexation; and, the improvements were required for the approval of, and as of consequence of, development of this area.

The method of assessment is based on units, with the benefit units assigned to the net area within Parcel Map 36540. The current maximum annual assessment reflecting the reasonable cost of providing for the maintenance and servicing of the public improvements and appurtenant facilities is equal to \$88.14 per net acre.

The Benefit Units assigned, and corresponding current maximum annual assessment, per parcel, are listed as follows:

Parcel	Net Acreage	Benefit Unit	Maximum Annual Assessment
1	24.26	24.26	\$2,138.28
2	<u>6.85</u>	<u>6.85</u>	<u>603.76</u>
Total	31.11	31.11	\$2,742.04

The annual assessments are subject to inflation factors not to exceed:

- 1) the "Common Labor, Construction Cost Index", as published by Engineering News Record in subsequent years,
- 2) the Southern California Edison rate increase(s) effective in subsequent years, and
- 3) the Eastern Municipal Water District rate increase(s) effective in subsequent years.

For the current maximum annual assessment and the assessment for the fiscal year commencing July 1, 2015 to June 30, 2016, reference is made to the Assessment Roll included herein as Attachment No. 1.

A 6-month tax roll reserve provides funding for the cost of servicing and maintenance prior to the receipt of tax collections from the County of Riverside. The fiscal year begins July 1 and the first installment from the tax roll collections are usually distributed by the County of Riverside the following January. A 6-month tax roll reserve for the current maintenance of the flood control facilities and incidental costs is estimated to be \$1,371.02.

PART 5. A Diagram of the Annexation. The boundary of the area to be annexed is coincident with Parcel Map 36540. Said boundary is designated as "Diagram of Annexation of Parcel Map 36540 to Benefit Zone 82, Flood Control Maintenance District No. 1, City of Perris, County of Riverside, State of California". The Diagram is included herein as Attachment No. 2, which shows the boundaries of the area of benefit. Reference is made to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the fiscal year to which the "Report" applies.

PART 6. A Petition for Annexation to the District has been signed by the owners of the area within the proposed annexation. Said petitions are included herein as Attachment No. 3.

Assessment Roll

**Annexation of Parcel Map 36540 to
Benefit Zone 82,
Flood Control Maintenance District No. 1, City of Perris**

Parcel Number	Benefit Zone and Assessment Number	Assessor Parcel Number	Estimated Annual Assessment	Fiscal Year 2015/2016
Parcel 1	82	Portion 302-110-013		
Parcel 1	82	Portion 302-110-014		
Parcel 1	82	Portion 302-110-015		
Parcel 1	82	Portion 302-110-016		
Parcel 1	82	302-110-037		
Parcel 1	82	302-110-038		
Total Parcel 1			\$2,138.28	\$00.00
Parcel 2	82	Portion 302-110-013		
Parcel 2	82	Portion 302-110-014		
Parcel 2	82	Portion 302-110-015		
Parcel 2	82	Portion 302-110-016		
Total Parcel 2			\$603.76	\$00.00
Totals			\$2,742.04	\$00.00

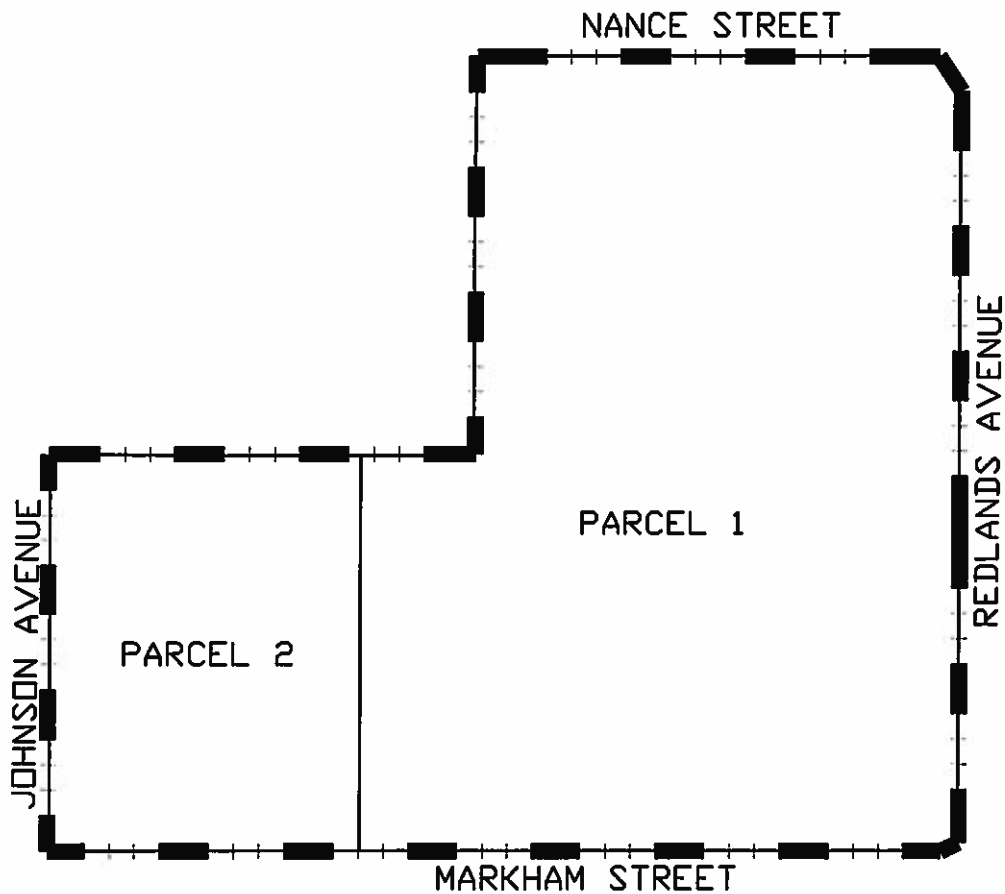
The annual assessments are subject to inflation factors not to exceed:

- 1) the "Common Labor, Construction Cost Index", as published by Engineering News Record in subsequent years,
- 2) the Southern California Edison rate increase(s) effective in subsequent years, and
- 3) the Eastern Municipal Water District rate increase(s) effective in subsequent years

DIAGRAM OF ANNEXATION OF
PARCEL MAP 36540 TO BENEFIT ZONE 82
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



NOT TO SCALE



LEGEND

-  ANNEXATION BOUNDARY
-  PARCEL BOUNDARY

REFERENCE THE RIVERSIDE COUNTY ASSESSOR MAPS FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS

SHEET 1 OF 1

**PETITION FOR THE ANNEXATION TO A BENEFIT ASSESSMENT DISTRICT TO
FINANCE THE MAINTENANCE OF CERTAIN PUBLIC IMPROVEMENTS**

**BEFORE THE CITY COUNCIL OF THE CITY OF PERRIS,
STATE OF CALIFORNIA**

In the matter of the proposed)
Annexation to City of Perris)
Flood Control Maintenance District No. 1)

TO: The City Council of the City of Perris

We, the undersigned, hereby:

- (1) Petition you to initiate and complete all necessary proceedings under the Benefit Assessment Act of 1982, Chapter 6.4 (commencing with Section 54703) of Part 1 of Division 2 of Title 5 of the California Government Code for the annexation to a benefit assessment district for the maintenance of certain flood control improvements which benefit the property described on Exhibit "A" attached hereto and incorporated herein by this reference to the Maintenance District.
- (2) Certify that the proposed annexation to a benefit assessment district that will be subject to assessment for maintenance of such improvements, is that real property in the City of Perris, County of Riverside, State of California, generally described on Exhibit "A" attached hereto and incorporated herein by this reference to the Maintenance District.
- (3) Certify that we constitute the owners(s), including mortgagees or beneficiaries under any existing mortgage or subject to assessment for the proposed annexation, of the property in the proposed annexation to a benefit assessment district, as shown by the last equalized assessment roll used by the County of Riverside at the time this Petition is filed and also constitute the owner(s) of sixty percent (60%) of the area of all assessable lands within the proposed annexation to a benefit assessment district.
- (4) In order to expedite the project, agree to dedicate all necessary rights-of-way or easements as determined necessary for maintenance of the public improvements.

Dated: 6/11/15



Signature

List Property Owner Name and Mailing Address

Perris Circle 151 LLC
521 17th Street
Manhattan Beach, CA 90266
Attn: Eric R. Omohundro

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

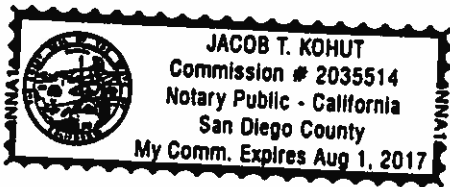
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)
On June 11 2015 before me, Jacob T Kohut, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Eric Omchuncho
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Petition for Annexation Document Date: 6/11/2015
Number of Pages: 1 Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

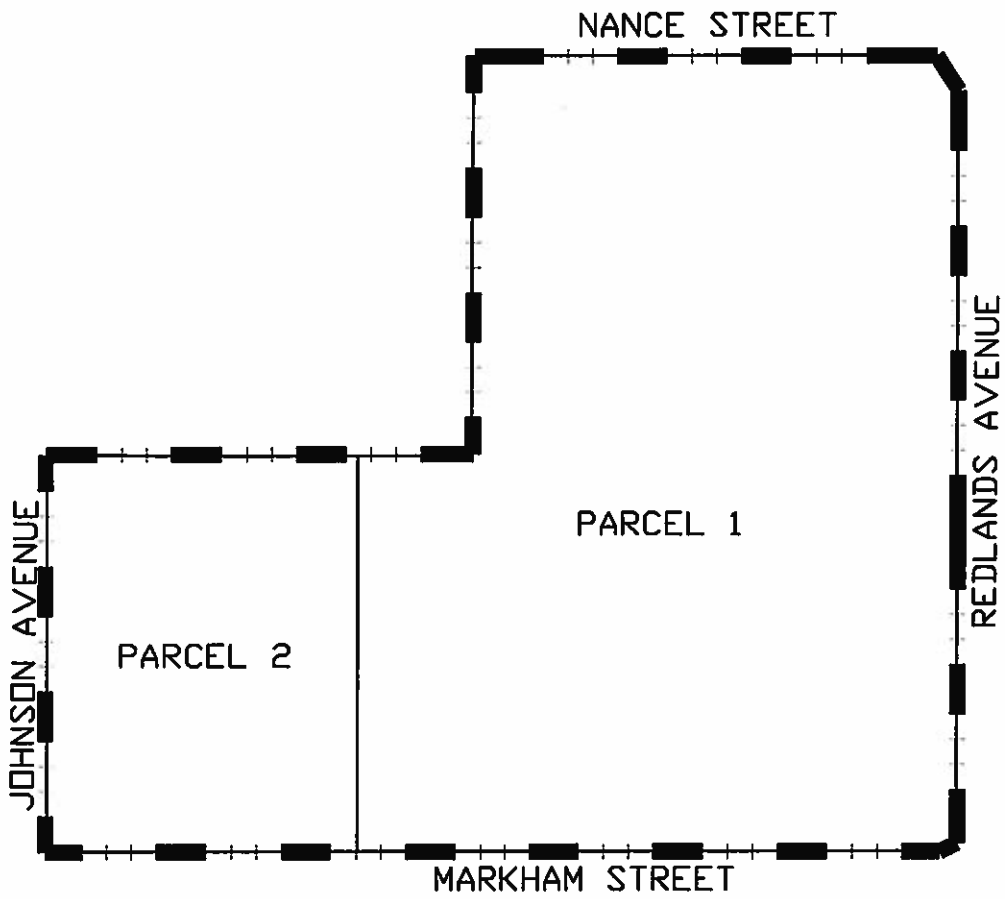
EXHIBIT "A" TO PETITION FOR
ANNEXATION OF PARCEL MAP 36540 TO BENEFIT ZONE 82
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

CITY OF PERRIS

COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



NOT TO SCALE



LEGEND

-  ANNEXATION BOUNDARY
-  PARCEL BOUNDARY

REFERENCE THE RIVERSIDE COUNTY ASSESSOR MAPS FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS

SHEET 1 OF 1

RESOLUTION NUMBER XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO AUTHORIZE LEVYING ASSESSMENTS UPON CERTAIN PARCELS OF REAL PROPERTY, TO ORDER ANNEXATION OF PARCEL MAP 36540 TO BENEFIT ZONE 82, FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON OCTOBER 13, 2015

WHEREAS, the City Council of the City of Perris, County of Riverside, California ("this City Council"), wishes to provide continued financing for necessary maintenance of certain flood control and drainage improvements within the boundaries of Parcel Map 36540 through the levy of benefit assessments pursuant to the provisions of Chapter 6.4 (commencing with Section 54703) of Part 1 of Division 2 of Title 5 of the California Government Code commonly known as the "Benefit Assessment Act of 1982", (the "Act"); and

WHEREAS, CI Perris 151, LLC, (the "Owners") have presented signed petitions to the City Council requesting the annexation of Parcel Map 36540 to a benefit assessment district to finance the maintenance of those certain drainage and flood control improvements permitted pursuant to Sections 54710 and 54710.5 of the Act (the "Improvements") which benefit properties within Parcel Map 36540; and

WHEREAS, the City Council now proposes to levy benefit assessments under the provisions of the Act to insure continued financing to maintain the Improvements pursuant to the Act, all for the benefit of parcels within Parcel Map 36540; and

WHEREAS, to accomplish such purposes, the City Council proposes to annex Parcel Map 36540 to Benefit Zone 82, Flood Control Maintenance District No. 1.

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

Section 1. The public interest, convenience, and necessity require, and it is the intention of the City Council pursuant to the provisions of the Act to maintain the Improvements for the benefit of the properties within the area of benefit.

Section 2. Maintenance of the improvements will be of direct benefit to parcels within Parcel Map 36540 which are hereby declared to be the properties benefited by the Improvements and to be assessed to pay the cost and expenses thereof. The area of benefit shall be all that part of the City within the boundaries shown on the map entitled "Diagram of Annexation of Parcel Map 36540 to Benefit Zone 82, Flood Control Maintenance District Number 1" on file in the office of the City Clerk of the City of Perris, California.

Section 3. At least forty-five (45) days prior to the date set for the hearing on the proposed assessment, the Assessment Engineer is hereby directed to file with the City Clerk a written report (the "Engineer's Report") pursuant to the Act, Government Code Section 53753 and Article XIID of the Constitution of the State of California, containing the following:

- a. A description of the service proposed to be financed through the revenue derived from the benefit assessments.
- b. A description of each lot or parcel of property proposed to be subject to the benefit assessments. The assessor's parcel number or Tract Map number shall be a sufficient description of the parcel.
- c. The amount of the proposed assessment for each parcel.
- d. The basis and schedule of the assessments.
- e. Other such matters as the Assessment Engineer shall deem appropriate.

Section 4. On the 13th day of October, 2015, at 6:00 p.m., in the City Council Chambers of the City Council of the City of Perris, California, 101 North "D" Street, in the City of Perris, State of California, the City Council will conduct a Protest Hearing at which time any and all persons having any objections to the work or extent of the annexation to the assessment district, may appear and show cause why said work should not be done or carried out in accordance with this Resolution of Intention. The City Council will consider all oral and written protests.

Section 5. The City Clerk is hereby directed to publish notice of the hearing on the proposed assessment and notice of the filing of the Engineer's Report once a week for two successive weeks, with at least five days intervening between the respective publication dates, not counting such publication dates, in the Perris City News, a newspaper of general circulation within the area of benefit. The notice shall be 1/8 of a page in size and contain the following information:

- a. The amount of the assessment.
- b. The purpose of the assessment.
- c. The total estimated assessments expected to be generated annually.
- d. The method and frequency for collecting the assessment.
- e. The date, time, and location of the public hearing.
- f. The phone number and address of an individual that interested persons may contact to receive additional information about the assessment.

The notice shall be published at least forty-five (45) days prior to the public hearing.

Section 6. The City Clerk is also hereby instructed to give additional notice of the hearing and notice of the filing of the Engineer's Report by posting a copy of this resolution in three public places within the City of Perris.

Section 7. Said notice shall be posted and first published at least forty-five (45) days before the date set for the public hearing.

Section 8. The City Clerk shall also give notice by a first-class mailing to all owners of property subject to any new or increased assessments, including the Owners. The notice shall be mailed no later than 45 days prior to the public hearing at which the City Council will consider levying the new or increased assessments and shall be at least in 10 point type. The form of said notice shall conform in all respects with the requirements of subdivision (b) of Section 53753 of the Government Code and pursuant to subdivision (c) of that section, each notice shall contain an assessment ballot whereon the property owner may indicate support or opposition to the proposed assessment.

Section 9. That this City Council does hereby designate, Habib Motlagh, City Engineer of the City of Perris, (951) 943-6504 as the person to answer inquiries regarding the District and the proposed annexation thereto.

ADOPTED, SIGNED and APPROVED this 11th day of August, 2015.

Mayor, Daryl R. Busch

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held 11th day of August, 2015, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

Meeting Date: August 11, 2015

SUBJECT: Contract Agreement for Animal Sheltering Services with the County of Riverside

REQUESTED ACTION: Approve the Contract Agreement with Riverside County Department of Animal Services

CONTACT: Daryl Hartwill, Assistant Director of Public Works

BACKGROUND/DISCUSSION: The City of Perris is commitment to providing quality Animal Control services to its residents and the community. The City will establish and collaborate its animal services by contracting animal sheltering with Riverside County. This contract will be for two years and provide the City access to one of the newest and state-of- the-art animal shelters in Southern California. Animal Control staff will deliver lost and stray animals to the shelter in San Jacinto on a routine work day basis.

The animal sheltering contract with Riverside County will provide pet owners of Perris the opportunity to recover lost or stray pets through advanced identification processes and media sources if their animal should ever become lost or misplaced. Additionally, the shelter reunites the family pet with its owner or possibly provides the animal a new home and owner through adoption.

The City of Perris does not provide long term sheltering for animals and pets and therefore contracts this service out. Perris residents can redeem their lost pets, adopt pets that have been properly screened and identified and request veterinary care for their animals as needed.

BUDGET (or FISCAL) IMPACT:

Funding for this service will have an annual per yer cost of \$96,525 for a contract term of two years totaling \$193,050. This cost represents no increase for animal sheltering services from the previous two year sheltering contract.

Reviewed by:

City Attorney
Assistant City Manager 

Attachments:
Consent:

COUNTY OF RIVERSIDE

DEPARTMENT OF ANIMAL SERVICES

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION: Animal Services		CONTRACT NO. 15-017	RFP NO.
FUND: 1000	DEPARTMENT ID: 420-060-1300	PROJECT-GRANT: AN201525	ACCOUNT: 773210
CLASS/LOCATION:		CONTRACT AMOUNT \$193,050	
PERIOD OF PERFORMANCE: September 1, 2015 through June 30, 2017			
COUNTY CONTACT : Robert Miller, Director (951) 358-7442		CONTRACTOR REPRESENTATIVE: Richard Belmudez, City Manager (951) 943-6100	
PROGRAM NAME: Animal Shelter Services			

This agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, through its Department of Animal Services, hereinafter referred to as COUNTY, and City of Perris, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, the CITY is desirous of contracting with COUNTY to provide a broad range of animal shelter services pursuant to this contract for the purpose of safeguarding the health and safety of the population of the City of Perris, and the health and safety of its domestic animals for the purpose of promoting the humane treatment of animals; and

WHEREAS, the CITY wishes to comply with state mandates regarding animal control; and

WHEREAS, COUNTY has the personnel and experience to provide such animal shelter services and is willing to enter into a contract with CITY for the provision of such services subject to the terms and conditions and for the compensation as hereinafter set forth.

NOW THEREFORE in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 1 through 5, Exhibit A consisting of 5 pages, Exhibit B consisting of consisting of 2 pages, attached hereto and incorporated herein.

COUNTY Approvals

CITY Approvals

Approved as to form:

Approved as to form:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved by Board of Supervisors

Approved by City Council

Sign: _____
Marion Ashley, Chairman

Sign: _____

Date: _____

Date: _____

ATTEST: Kecia Harper-Ihem, Clerk

ATTEST:

By: _____

By: _____

1 **1. COUNTY OBLIGATIONS:**

2 COUNTY shall provide all services as outlined and specified in Exhibit A,
3 Scope of Animal Shelter Services attached hereto and by this reference
4 incorporated herein.

5 **2. PERIOD OF PERFORMANCE:**

6 The Animal Shelter Services as referenced in Exhibit A of this Agreement shall be effective
7 on September 1, 2015 through June 30, 2017, unless terminated as specified in Section 7,
8 TERMINATION.

9 **3. COMPENSATION:**

10 In consideration of services provided by COUNTY pursuant to Exhibit A, COUNTY shall
11 be entitled to receive payment as specified in Exhibit B, Payment Provisions attached hereto
12 and incorporated herein by this reference.

13 **4. AVAILABILITY OF FUNDING:**

14 It is mutually agreed and understood that the obligation of the CITY is limited by and
15 contingent upon the availability of CITY funds for the reimbursement of COUNTY's fees.
16 In the event that such funds are not forthcoming for any reason, CITY shall immediately
17 notify COUNTY in writing. COUNTY shall be entitled to reimbursement of costs for work
18 performed, in accordance with Exhibit B.

19 **5. HOLD HARMLESS/INDEMNIFICATION:**

20 **5.1** CITY shall indemnify and hold harmless the County of Riverside, its Agencies,
21 Districts, Special Districts and Departments, their respective directors, officers, Board
22 of Supervisors, elected and appointed officials, employees, agents and representatives
23 from any liability, claim, damage or action whatsoever, based or asserted upon any
24 negligent or wrongful acts or omissions of CITY, its officers, employees,
25 subcontractors, agents or representatives arising out of or in any way relating to this
26 Agreement, including but not limited to property damage, bodily injury, or death or any
27 other element of any kind or nature whatsoever and resulting from any reason
28 whatsoever arising from the CITY's performance of its obligations under this
29 Agreement. CITY shall defend, at its sole expense, all costs and fees including but not
30 limited to attorney fees, cost of investigation, defense and settlements or awards of all
31 Agencies, Districts, Special Districts and Departments of the County of Riverside, their
32 respective directors, officers, Board of Supervisors, elected and appointed officials,
33 employees, agents and representatives in any such action or claim or action based upon
34 such alleged acts or omissions.

35 **5.2** With respect to any action or claim subject to indemnification herein by CITY, CITY
36 shall, at its sole cost, have the right to use counsel of its own choice and shall have the
37 right to adjust, settle, or compromise any such action or claim without the prior
38 consent of COUNTY; provided, however, that any such adjustment, settlement
39 or compromise in no manner whatsoever limits or circumscribes CITY's
40 indemnification to COUNTY as set forth herein. CITY's obligation to defend,
41 indemnify and hold harmless COUNTY shall be subject to COUNTY having given
42 CITY written notice within a reasonable period of time of the claim or of the
43 commencement of the related action, as the case may be, and information and

1 reasonable assistance, at CITY's expense, for the defense or settlement thereof. 15-017
2 CITY's obligation hereunder shall be satisfied when CITY has provided to COUNTY
3 the appropriate form of dismissal relieving COUNTY from any liability for the action
4 or claim involved.

5 **5.3** The specified insurance limits required in this Agreement shall in no way limit or
6 circumscribe CITY's obligations to indemnify and hold harmless COUNTY herein
7 from third party claims.

8 **5.4** COUNTY shall indemnify and hold harmless the CITY, its Agencies, Districts,
9 Special Districts and Departments, their respective directors, officers, governing
10 bodies, elected and appointed officials, employees, agents and representatives from
11 any liability whatsoever, based or asserted upon any negligent or wrongful acts or
12 omissions of COUNTY its officers, employees, subcontractors, agents or
13 representatives arising out of or in any way relating to this Agreement, including but
14 not limited to property damage, bodily injury, or death or any other element of any
15 kind or nature whatsoever arising from the COUNTY's performance of its obligations
16 under this Agreement. COUNTY shall defend at its sole expense, all costs and fees
17 including but not limited to attorney fees, cost of investigation, defense and
18 settlements or awards of all Agencies, Districts, Special Districts and Departments of
19 the CITY, their respective directors, officers, governing body, elected and appointed
20 officials, employees, agents and representatives in any claim or action based upon
21 such negligent or omissions.

22 **5.5** With respect to any action or claim subject to indemnification herein by COUNTY,
23 COUNTY shall, at its sole cost, have the right to adjust, settle, or compromise any
24 such action or claim without the prior consent of CITY provided, however, that any
25 such adjustment, settlement or compromise in no manner whatsoever limits or
26 circumscribes COUNTY's indemnification to CITY as set forth herein. COUNTY's
27 obligation to defend, indemnify and hold harmless CITY shall be subject to CITY
28 having given COUNTY written notice within a reasonable period of time of the claim
or of the commencement of the related action, as the case may be, and information
and reasonable assistance, at COUNTY's expense, for the defense or settlement
thereof. COUNTY's obligation hereunder shall be satisfied when COUNTY has
provided to CITY the appropriate form of dismissal relieving CITY from any liability
for the action or claim involved.

5.6 The specified insurance limits required in this Agreement shall in no way limit or
circumscribe COUNTY's obligations to indemnify and hold harmless the CITY
herein from third party claims.

5.7 In the event CITY and/or COUNTY is found to be comparatively at fault for any
claim, action, loss or damage which results from their respective obligations under the
Agreement, CITY and/or COUNTY shall indemnify the other to the extent of its
comparative fault.

6. INSURANCE: COUNTY agrees to maintain the following insurance coverage's
during the term of this Agreement:

6.1 Workers' Compensation:

COUNTY shall maintain Workers' Compensation Insurance (Coverage A) as
prescribed by the laws of the State of California. Policy shall include Employers'
Liability (Coverage B) including Occupational Disease with limits not less than
\$1,000,000 per person per accident.

6.2 Commercial General Liability:

COUNTY shall maintain Commercial General Liability insurance coverage for claims which may arise from or out of COUNTY's performance under this Agreement. This coverage shall have a limit of liability not less than \$1,000,000 per occurrence combined single limit.

6.3 Vehicle Liability:

COUNTY agrees to maintain automobile liability insurance for vehicles provided by the COUNTY for use under this Agreement. This coverage shall have a limit of liability of not less than \$1,000,000 combined single limit.

6.4 General Insurance Provisions - All lines:

6.4.1 Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8).

6.4.2 The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance.

7. TERMINATION:

CITY and COUNTY reserve the right to terminate this Agreement at any time, with or without cause, upon one hundred eighty (180) days advance written notice stating the extent and effective date of termination. Upon receipt of any notice of termination from CITY, COUNTY shall immediately cease all services hereunder except such as may be specifically approved in writing by CITY and COUNTY. COUNTY shall be entitled to compensation for all services rendered prior to termination and for any services authorized in writing by CITY thereafter.

8. FORCE MAJEURE:

8.1 In the event the COUNTY is unable to comply with any provision of this Agreement due to causes beyond their control such as acts of God, acts of war, civil disorders, or other similar acts, COUNTY will not be held liable to CITY for such failure to comply.

8.2 In the event CITY is unable to comply with any provision of this Agreement due to causes beyond their control such as acts of God, acts of war, civil disorders, or other similar acts, CITY will not be held liable to COUNTY for such failure to comply.

9. ALTERATION:

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, as authorized by their respective governing bodies, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

10. SEVERABILITY:

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

11. RECORDS:

COUNTY shall maintain and keep records of all expenditures and obligations incurred pursuant to this Agreement and all income and fees received thereby according to generally recognized accounting principles. Such records and/or animal control operations of

COUNTY shall be open to inspection and audit by CITY or its authorized representative as is deemed necessary by the CITY Manager or the authorized representative of the CITY Manager upon reasonable notice to COUNTY. All records shall be complete and current. Failure to maintain acceptable records per the Agreement shall be considered grounds for withholding of payments for billings submitted and for termination of the Agreement.

12. NO THIRD PARTY BENEFICIARY:

This contract between CITY and COUNTY is intended for the mutual benefit of the two signing parties only. No rights are created under this contract in favor of any third party or any party who is not a direct signatory to this contract.

13. NONDISCRIMINATION:

During the performance of this contract, COUNTY agrees that it shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the Government Code of the State of California. Further, COUNTY agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this contract.

14. VENUE:

Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this contract shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this contract to recover any damages for and on account of the breach of any term or condition of this contract, it is mutually agreed that the prevailing party in such action shall recover all costs thereof including reasonable attorneys' fees to be set by the court in such action.

15. ASSIGNMENT:

It is mutually understood and agreed that this contract shall be binding upon COUNTY and its successors. Neither this contract nor any part thereof nor any moneys due or to become due hereunder may be assigned by COUNTY without the prior written consent and approval of CITY. CITY and COUNTY hereby agree to the full performance of the covenants contained herein.

16. AMENDMENTS:

Any amendments, including any supplements, to this contract shall be in writing and shall have the approval of the Board of Supervisors of COUNTY and the CITY Council. This is the entire contract for Animal Shelter Services and supersedes any prior written or oral contract inconsistent herewith. Any amendment will be presented to the City Manager prior to CITY Council approval.

17. **NOTICES:**

15-017

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

COUNTY:

Department of Animal Services
Director of Animal Services
6851 Van Buren Boulevard
Jurupa Valley, CA 92509
(951) 358-7442

CITY:

City of Perris
City Manager
101 N. D Street
Perris, CA 92570
(951) 943-6100

or to such other address (es) as the parties may hereafter designate in writing.

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EXHIBIT A

SCOPE OF ANIMAL SHELTER SERVICES

The County of Riverside, hereinafter referred to as COUNTY, agrees to operate and provide the following Animal Shelter Services for the City of Perris, hereinafter referred to as CITY:

1. **Shelter Location:** The COUNTY will house the CITY's animals at the San Jacinto Valley Animal Campus ("Shelter"), or other shelter operated by the County of Riverside, at County's discretion.

The handling of these animals will comply with the terms of this contract. The county is responsible for the maintenance and operation of the shelter, and the care of the animals on a 24-hour basis.

2. **Contract Performance:** COUNTY's Director of Department of Animal Services, or appointed designee, shall meet as necessary to discuss contract performance with the CITY's City Manager or appointed designee.

3. **Shelter Services:**

- 3.1 **Treatment of Animals:** Adequate care and treatment of animals while in custody at the Shelter to ensure that animals impounded are provided with humane and appropriate levels of care including a clean environment, fresh water, adequate nutrition and appropriate medical care.

- 3.2 **Spay and Neuter:** Ensuring that all dogs and cats adopted from the Shelter are spayed or neutered, or that adequate provisions are made for such spaying or neutering if COUNTY transfers any animals, or if adopted animal is unable to receive spaying or neutering due to a medical condition.

In accordance with California Food and Agricultural Code Sections 30503 and 31751.3, if a veterinarian employed at the Shelter certifies that a dog or cat is too sick or injured to be spayed or neutered, the COUNTY shall collect a spay/neuter deposit from said adopter or purchaser and said deposit will be deposited into a segregated fund, which will be maintained by the COUNTY. Such deposit will be fully refunded to the adopter or purchaser if proof of sterility is provided within 30 business days from the date of surgery, at which the deposit is forfeited in accordance with the CA Code 30503 and 31751. Accordingly spay and neuter deposits may only be used by the COUNTY for programs to spay or neuter dogs and cats.

- 3.3 **Volunteer Program:** Maintenance of a program to provide for the participation of Volunteer's in programs relating to animals.

- 3.4 **Enforcement:** Enforce all relevant provisions of County of Riverside Title 6, ANIMALS, and State law as may be applicable to animals housed, kept or maintained at the Shelter.

- 3.5 **Incoming Animal Identification:** Incoming animals must be checked immediately for collar tag, and scanned for microchip by qualified Shelter staff within one hour of arrival to the Shelter. Shelter staff shall make all attempts to notify owners within twenty-four (24) hours of the animal impound by COUNTY.

- 3.6 **Quarantine:** COUNTY shall quarantine, as prescribed by law, all animals suspected of being rabid, or involved in a bite investigation.

1 **3.7 Impoundments and Quarantines:** COUNTY shall house, feed and care for all animals impounded and/or quarantined at the Shelter. 15-017

2 **3.8 Incoming Animal Examinations/Assessments:** A cursory exam will be performed
3 within twelve (12) hours, except after regular business hours when the examination
4 will be performed within twenty-four (24) hours. Incoming animal assessment must
5 include the following:

6 **3.8.1** A physical examination to determine if a medical condition exists which
7 requires a veterinarian's attention

8 **3.8.2** Routine vaccinations and de-worming, as needed

9 **3.8.3** External parasite treatment, as necessary

10 **3.8.4** Document the animal's incoming weight

11 **3.8.5** Scan for microchip identification

12 **3.8.6** Establish unique identifier for the animal

13 **3.8.7** Document any identifying features or abnormalities. The COUNTY shall
14 properly document on an animal-by-animal basis that an
15 examination/assessment is performed.

16 **3.9 Behavioral Assessments:** Behavioral Assessments of Shelter animals will be
17 conducted in accordance with guidelines established by the Department of Animal
18 Services.

19 **3.10 Adoption:** Animals identified as being available for adoption are placed in
20 adoptable areas of the Shelter.

21 **3.11 Community Adoption Partners:** California Food & Agricultural Code, Sections
22 31108(b) and 31752(b) state any stray dog/cat "that is impounded pursuant to this
23 division shall, prior to the euthanasia of that animal be released to a nonprofit, as
24 defined in Section 501(c) (3) of the Internal Revenue Code, animal rescue or
25 adoption organization if requested by the organization prior to the scheduled
26 euthanasia of that animal. The public or private shelter may enter into cooperative
27 agreements with any animal organization or adoption organization. In addition to
28 any required spay or neuter deposit, the public or private shelter, at its discretion,
29 may assess a fee, not to exceed the standard adoption fee, for animals adopted or
30 released."

31 **3.12 Foster Care Placement:** A foster care placement program assists the Shelter by
32 improving animal care, giving certain animals a better chance of adoption, and lifting
33 the spirits and morale of staff and volunteers.

34 **3.13 Vicious Dogs:** Any dog declared or determined to be vicious/dangerous and in
35 custody of the Shelter either under impoundment or quarantine shall be deemed
36 unsuitable for adoption and shall not be released except as required by law or at the
37 Director's discretion.

38 **3.14 Euthanasia:** Provide humane euthanasia service as required for impounded
39 animals held at the Shelter for the lawful number of days, if such animal is not
40 reclaimed by said animal's owner and is deemed to be not adoptable by COUNTY.
41 Animals that are irremediably suffering from a serious illness or severe injury may
42 not be held for owner redemption or adoption. Only euthanasia methods approved
43 by the American Veterinary Medical Association shall be used.

44 Records will be kept for a period of not less than three (3) years on each
45 euthanized animal including the following information: breed; sex; color; weight;
46 other distinguishing characteristics; date, time and location where animal was found;
47 method of euthanasia and reason for use of method.

- 1 **3.15 Drug Enforcement Agency (DEA):** Additionally, the COUNTY must
2 comply with all Drug Enforcement Agency (DEA) regulations regarding storage,
3 record- keeping, inventory, use, and disposal of all controlled substances.
- 4 **3.16 Feeding Protocols:** All animals shall be fed in amounts appropriate to meet their
5 nutritional needs.
- 6 **3.17 Staffing and Volunteers:** COUNTY shall recruit and supervise all necessary
7 personnel for the office, kennel, veterinary and other areas of the Shelter. Staffing
8 shall include any and all full or part-time personnel and shall include the
9 recruitment, supervision and assignment of volunteers in suitable Shelter-related
10 activities. Personnel employed at the Shelter in the performance of Shelter-related
11 activities shall be designated as COUNTY employees and any and all volunteers
12 engaged in Shelter activities shall participate in activities designated by COUNTY
13 and shall be under the auspices of COUNTY. Use of volunteers at the Shelter shall
14 be determined by COUNTY on behalf of CITY.
- 15 **3.18 Holding Periods:** COUNTY shall hold all stray impounded animals, not otherwise
16 owner identifiable, for holding periods as required by law.
- 17 **3.19 Missing Animals:** COUNTY shall notify police immediately of any animal found
18 to be missing from the Shelter that had previously been impounded and/or in
19 protective custody.
- 20 **3.20 Hours of Operation:** COUNTY shall maintain hours of operation at the Shelter to
21 provide maximum public access for the animals, to the extent possible.
- 22 **3.21 Disease Control and Sanitation:** COUNTY shall maintain the Shelter in a clean
23 and sanitary condition. COUNTY's policies and procedures in this area may include
24 beneficial standards and/or guidelines derived from reputable animal care
25 organizations including, but not limited to, the following: Humane Society of the
26 United States, American Humane Association and American Veterinary Medical
27 Association.
- 28 **3.22 Provision of Personnel and Supplies:** COUNTY will provide personnel, supplies,
 materials, medication, pharmaceuticals, and equipment, including forms and reports
 to perform all aspects of the Shelter Services program.
- 3.23 CITY Access:** COUNTY shall provide access to the authorized representatives of
 CITY to the entire Shelter during normal business hours, and at such other
 times upon reasonable notice.
- 3.24 Livestock and Fowl Care:** COUNTY shall provide food, care and shelter to
 livestock and fowl, either at the Shelter or at another location when such animals
 cannot be cared for at the Shelter. Costs of housing any livestock or fowl, regardless
 of Shelter location shall be charged to the owner of the animal, if known. If the
 animal's owner wishes to redeem the animal, the owner shall first pay all applicable
 fees and charges at the Shelter; except as otherwise required by law, then and only
 then, will the COUNTY authorize release of the animal. COUNTY shall notify
 CITY in writing where said expenses reach the amount of \$5,000 or greater per
 incident. Such expenses shall not exceed the amount of \$25,000 per incident unless
 authorized in writing by CITY.
- 3.25 Animal Disposal:** COUNTY shall prohibit any animal whether dead or alive,
 which has been impounded, in custody, or in quarantine at the Shelter to be given
 away, disposed of, traded, sold or in any manner given over to another person,
 organization or entity for experimentation, regardless of purpose. COUNTY shall be
 responsible for the disposal of animal remains in its custody or control, subject to

applicable laws.

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3.26 Level of Service Provided: COUNTY will provide Shelter Services as defined in this contract. COUNTY's policies and procedures for Shelter Services shall be based on standards and/or guidelines derived from reputable animal care organizations including, but not limited to the following: Humane Society of the United States, American Humane Association and American Veterinary Medical Association.

3.27 Animals Surrendered by their Owners: Any pet surrendered by the owner to an Animal Control Officer and transported to the COUNTY shelter shall incur the prevailing owner surrender charges. Such fees shall be collected from the owner and conveyed to the COUNTY, or be charged directly to the CITY at the established stray animal rate for the shelter.

4. Compensation:

4.1 Compensation for Sheltering: Compensation for shelter services shall be based upon established rate for shelter service at specified primary shelter location and prior year impounds of dogs and cats. An annual rate shall be established based on these factors and payable monthly in 1/12th increments. Additional costs for large animal sheltering are incurred at \$20 per animal per day for horses and cattle and \$12 per animal per day for swine, goats and sheep in accordance with ordinance and will be billed based on actual sheltering on a monthly basis.

4.2 Compensation for Operations and Maintenance: Compensation for Operations and maintenance shall be based upon rate for shelter service at a specified primary shelter location and prior year impounds of dogs and cats. An annual rate shall be established based on these factors and payable monthly in 1/12th increments.

4.3 License Processing: Compensation for License processing shall be based upon actual licenses processed and licensing processing rate. License processing costs shall be billed monthly and total resulting compensation may vary from estimated contract cost.

4.4 Outreach Activities: Daily flat rates educational outreach and shot clinics will Be billed based on actual outreach days scheduled. Compensation accounts for full staff time to provide service for one day. The maximum time possible will be afforded for actual outreach activity; however actual outreach activity time will be reduced by travel and preparation time the day of the event.

5. Definitions:

5.1 "Shelter Services," as used in this contract shall include, but is not limited to, the following activities:

5.1.1 Impoundment, admittance, receiving, care, custody and feeding of any and all stray domestic animals. Livestock, exotics and the impoundment of wildlife as may be delivered and/or received at the Shelter until an appropriate wildlife agency can be contacted and the wildlife then transferred into their custody.

5.1.2 Redemption, treatment, sale, adoption, and/or disposal of any and all animals.

5.1.3 Counseling and advising animal owners.

5.1.4 Each animal shall be identified individually and photographs of all newly impounded animals shall be posted on the Shelter website.

5.1.5 Ensuring that all dogs, four months and older, released from the Shelter to a resident of Riverside County are licensed and, if not licensed, to sell license to the owner or other person taking custody of each such dog. In accordance

with COUNTY ordinances, require the micro-chipping of released animals at the owner's expense.

5.1.6 Humane euthanasia of animals as lawful and necessary, including the creation of a log detailing those animals that are euthanized and the reasons for such euthanasia on an animal-by-animal basis. This log shall further state whether the animal was unhealthy and unsuitable for adoption.

5.1.7 Proper disposal of dead animals.

5.1.8 Care and maintenance of the Shelter facility, including land and buildings. "Care" includes, but is not limited to providing a safe, temporary refuge for any animal impounded, and providing needed medical services for injured/sick animals or transfer of animal to the appropriate agency.

5.2 "Adoptable Animal," shall mean those animals eight weeks of age or older that at or subsequent to the time the animals are impounded or otherwise taken into possession, have manifested no sign of disease, injury, or congenital or hereditary condition that adversely affects the health or temperament of the animal, or that is likely to adversely affect the animal's health in the future. Dogs declared as "vicious" under State and/or local laws are unadoptable.

5.3 "Treatable," shall mean an animal with a medical condition such as skin problems bad flea or skin infestations, a broken limb, abscess, or problems that may be treated with appropriate resources, holding space, treatment and/or time. "Treatable" shall also mean an animal with behavioral conditions that may be corrected with time and proper training, such as chasing animals/objects, food aggression, etc.

5.4 "Untreatable Animal," shall mean any animal that is irremediably suffering from a serious illness or physical injury or behavioral condition and shall not be held for owner redemption or adoption.

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**CITY OF PERRIS
EXHIBIT B
PAYMENT PROVISIONS**

CITY shall pay to COUNTY on a monthly basis in arrears, with a monthly billing and accounting thereof by COUNTY to CITY those fees as established by County of Riverside Ordinance 630; relative to the services to be performed under this Agreement as follows:

1. Animal Shelter Services:

1.1 Animal Sheltering Services: \$105,300/Fiscal Year (FY) or \$8,775/monthly Flat rate based on 3 prior fiscal year impound average 1,300 x \$81 per cat or dog sheltering rate at San Jacinto Valley Animal Campus Shelter. (City will be locked in at 1,300 impounds for FY15/16)

1.2 Operational and Maintenance (O&M) Costs: \$0/FY (No charge for O&M during the term of this agreement)

Flat rate based on 3 prior Fiscal Year impound average 1,300 x \$10.86 O&M rate at San Jacinto Valley Animal Campus Shelter.

1.3 Large Animal Sheltering of horses and cattle at \$20 per animal per day of sheltering (additional cost billed on actual use)

1.4 Large Animal Sheltering of swine, goats and sheep at \$12 per animal per day of sheltering (additional cost billed on actual use)

2. Outreach Activities: Daily flat rates for education outreach and shot clinics will be billed based on actual outreach days scheduled. Compensation accounts for full staff time to provide service for one day. The maximum time possible will be afforded for actual outreach activity; however actual outreach activity time will be reduced by travel and preparation time the day of the event.

2.1 Shot Clinic: \$2,783 per shot clinic
(The cost to provide 3 clinic services staff and one veterinarian for 9 hours, to be billed based on actual usage as requested by CITY.)

2.2 Outreach event \$2,553 per event flat rate billed on actual use
(The cost to provide 3 staff, 9 hours each, OT rates used due to limited staffing levels-supplemented by volunteers.)

2.3 The COUNTY will provide 1,000 free low cost spay/neuter surgeries (500 for FY15/16 and 500 for FY16/17). Note: "Low Cost" shall be defined by both parties.

2.4 The Integrated Canine Licensing Program (ICLP) is optional, but highly recommended for the City.

3. License Processing: County shall issue dog licenses for City residents at City's request. City will provide tags to County and coordinate the tag numbers to be used with the County licensing department. All fees collected for dog licenses shall be accounted for by County and credited to City on a monthly basis provided, however that County shall retain the sum of \$5.85 for each dog license issued hereunder.

4. Summary of Compensation for Animal Services: The following chart summarizes the fees to be charge by the COUNTY for animal services pursuant to this Agreement.

Service	FY15/16 9/1/15 to 6/30/16	FY16/17	Totals
Shelter Service (Fixed) *	\$87,750	\$105,300	\$193,050
O&M Costs(Fixed)**	\$0	\$0	\$0
Totals	\$87,750	\$105,300	\$193,050

Rates are subject to change as adopted by the Board of Supervisors.

The scheduled compensation payable to COUNTY for all services as set forth in this Agreement is one hundred ninety three thousand fifty dollars (\$193,050) for the period commencing September 1, 2015 through June 30, 2017.

*Shelter service fixed rate will be adjusted for each year of contract by the following formula: Prior three fiscal year dog/cat impounds x sheltering rate. This formula establishes a fixed rate that will be payable in 1/12th monthly increments. The CITY will be provided with prior year impound rates by March 31st each year.

**Operation & Maintenance fixed rate will be adjusted for each year of contract by the following formula: Prior three fiscal year dog/cat impounds x O&M rate. This formula establishes a fixed rate that will be payable in 1/12th monthly increments. The CITY will be provided with prior year impound rates by March 31st each year.

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CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: August 11, 2015

SUBJECT: Perris Valley Historical Museum fee Waiver Request for the use of Bob Glass Gym Complex

REQUESTED ACTION: That the City Council consider a waiver of rental and deposit fees, totaling \$1,890.00, for the Perris Valley Historical Museum event to be held on September 12, 2015 at the Bob Glass Gym

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

BACKGROUND/DISCUSSION:

Perris Valley Historical Museum (PVHM) has planned a Perris Union High School Alumni Banquet at the Bob Glass Gym, for September 12, 2015, from 3:00pm-10:00pm. The Perris Valley Historical Museum is requesting that the City Council authorize the waiver of rental fees associated with the reservation of Bob Glass Gym Complex. A copy of the letter request is attached with this submittal. The total value of the requested fee waiver is \$1,890.00 (\$1,400.00 for the gym rental, \$140.00 for the staff cost and deposit for \$350.00).

Since 1924 this event has taken place every with the exception of the war years 1943-1945. The museum is keeping historical record of the Alumni Banquets as well as other school memorabilia in their archives. This event was held in the Bob Glass Gym for more than 45 years and PVHM would appreciate holding this historic event at its original facility. It is recommended that the City Council consider waiving all rental fees and cleaning deposit related to this event.

FISCAL IMPACT: The requested waiver of rental fees for the Perris Valley Historical Museum event at the Bob Glass Gym totals \$1,890.00. This amount includes the reservation of the Bob Glass Gym Complex, staff cost and deposit.

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

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

Reviewed by: Ron Carr, Assistant City Manager *RC*

Attachments: Fee waiver request letter from Perris Valley Historical Museum

Consent: X

Public Hearing:

Business Item:

Perris Valley Historical Museum



June 14, 2015

**Mayor Daryl Busch and City Council Members
City of Perris
101 North D Street
Perris, CA 92570**

Re: Perris Union High School Alumni Banquet/Bob Glass Gym Complex

Dear Honorable Mayor Daryl Busch and City Council Members

On behalf of the Perris Union High School Alumni Banquet Committee the Perris Valley Historical Museum would like to ask your permission to hold its annual 2015 banquet at the Bob Glass Gym Complex on Saturday, September 12, 2015 from 3 pm to 10 pm. We are also asking that the fee's for this special annual event be waived as it does not make a profit.

Since 1924 this event has taken place every year with the exception of the war years 1943-1945. Our museum is now keeping the history records of the Alumni Banquets and other school memorabilia in our archives. It was held in the Perris High School Gym for more than 45 years and it would be very rewarding to come back to our old home school. I personally have served as a committee member for over 30 years.

We would appreciate your consideration and approval to waive the fees and hold this historic event at this City of Perris facility.

Please feel free to call me at (951) 956-9081 or email me at kkeyes42@yahoo.com if you have any questions.

Very truly yours,

Perris Valley Historical Museum

A handwritten signature in cursive script that reads "Katie Keyes".

**Katie Keyes
2nd Vice President**

Permit Contract

City of Perris Community Services Department
 101 North D St.
 Perris, CA 92570
 Phone: (951) 943-6100
 FAX: --
 Email: --

Permit #9000902, Pending approval

Jul 28, 2015 10:43 AM
 Expires Sep 26, 2015



Company: Perris Valley Historical Museum Association
 P O Box 343
 Perris, CA 92570

Customer Type: Non-Profit/ Resident
Prepared By: Spencer Campbell

Agent: Katie Keyes

Home: (951) 956-9081

Charges	Taxes	Discounts	Total Charges	Deposits	Deposit Taxes	Total Payments	Refunds	Balance
\$1,540.00	\$0	\$0	\$1,540.00	\$0	\$0	\$0	\$0	\$1,540.00

▼ RESERVATIONS

Event	Resource	Center	Notes		
Party Type: Special Event - Indoor Attend/Qty: 300	Bob Glass Complex	Bob Glass Gymnasium 101 North D St Perris, CA 92570 (951) 943-6603	--		
Day	Days Requested Date	Event Begins	Duration	Event Ends	Notes
Saturday	Sep 12, 2015	3:00 PM	7 hours	Sep 12, 2015 at 10:00 PM	
Summary		Notes			
Total Number of Dates: 1		*NEED COPY NON-PROFIT*			
Total Time: 7 hours		*NEED COPY OF INSURANCE*			
		NEED \$350.00 DEPOSIT			

▼ CHARGES

Description	Event / Resource	Unit Fee	Units	Tax	Charge
Rental - Hourly Fee	Party #9000902 Bob Glass Complex	\$200.00	7.00	--	\$1,400.00
Rental - Staff Hourly Fee	Party #9000902 Bob Glass Complex	\$20.00	7.00	--	\$140.00

▼ CUSTOM QUESTIONS

Question	Answer
Has Certificate of Insurance naming The City of Perris as an additional insured been provided?	No
Customer Remitted Deposit?	No
Will your event use the following?	Disc Jockey
Is your organization a Non-Profit?	Yes

Do you have a Letter of Determination from the I.R.S.?	No
Will your event require Security?	No
List additional equipment used for Event:	Tables, Chairs

▼ WAIVERS

City of Perris Facility Policies and Procedures

Due Date: Sep 12, 2015

Applicant hereby agrees that, if the reservation or permit is granted, applicant will defend, indemnify and hold the City of Perris, their officers, employees and agents from all damages, costs and expenses in law and equity, including costs of suit and attorney's fees, which may arise out of the use or exercise of the reservation or permit applied for herein. To the extent occasional thereby, and in respect to the culpable party, this agreement to indemnify, defend, and hold harmless shall not extend to damages, costs or expenses arising out of an act or omission attributable to the city.

A copy of the City of Perris policies and procedures is attached for your information.

Facility Policies and Procedures

Waiver Signed


Terms & Conditions: This Agreement, when signed by the applicant and a representative of the City of Perris Community Services, constitutes a contractual agreement binding both parties to certain obligations. The applicant agrees to observe and obey all Rules and Regulations. In addition, it shall be the responsibility of the applicant to pay the required fee at the time of reservation. Balance due must be paid before the scheduled event. The City of Perris Community Services agrees to maintain the facility, to assure that the facility is prepared properly for the agreed-upon event, and to provide adequate sanitation facilities, subject to available equipment, resources, weather conditions and time of year.

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: August 11, 2015

SUBJECT: Investment Report – Quarter Ended June 30, 2015

REQUESTED ACTION: Receive and File Quarterly Investment Report for the Quarter Ended June 30, 2015

CONTACT: Jennifer Erwin, Assistant Director of Finance 

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

The earnings for the fourth quarter of 2014-15, as presented in this report, are \$57,857.34.

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

BUDGET (or FISCAL) IMPACT: Interest income earned for the fourth quarter of Fiscal Year 2014-2015 as reported is \$57,857.34. The projected interest income for the General Fund is \$14,338.22.

Assistant City Manager 

Attachments:
Memorandum
Quarterly Investment Report

Consent: X
Public Hearing:
Business Item:
Other:



CITY OF PERRIS

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

Memorandum

TO: Honorable Mayor and Members of the Perris City Council
FROM: Jim Raia, Accountant II
PREPARED BY: Jim Raia, Accountant II
APPROVED BY: Jennifer Erwin, Assistant Finance Director
DATE: August 11, 2015
SUBJECT: Quarterly Investment Report as of June 30, 2015

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

Submitted by:

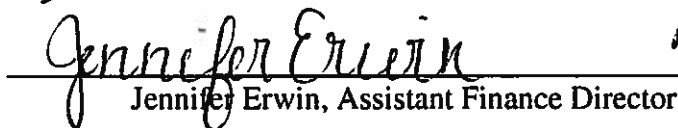


Jim Raia, Accountant II

7/28/2015

Date

Approved by:



Jennifer Erwin, Assistant Finance Director

7/28/15

Date

EXHIBIT A

City of Perris
Quarterly Investment Report
 April 1, 2015 - June 30, 2015

Current Quarter Ending June 30, 2015

Type of Investment	Institution	Maturity Date	Deposit Amount *	Interest Received
Pooled	Citizens Business Bank (Premiere Money Market)	Liquid	8,986,750.48	3,447.39
Pooled	Citizens Business Bank (Investment)	Liquid	18,076,711.34	(9,342.53)
Pooled	Local Agency Investment Fund (LAIF)	Liquid	3,356,046.79	2,372.35
Pooled	U.S. Bank (Investment)	Liquid	26,887,149.99	33,105.71
Pooled	Chandler Asset Management	Liquid	43,373,170.36	28,274.42
Total Interest Earning for Period Ending June 30, 2015:			\$	57,857.34

* Average Quarterly Cash Balance per Investment Account

CITY OF PERRIS
Projected Cash Balances & Projected Interest Income as of June 30, 2015
Fiscal Year 2014 - 2015

FUND #	FUND NAME	Projected Balances as of 6/30/2015	Projected Interest Income for quarter ending 6/30/2015
001	GENERAL FUND*	25,197,579.87	14,338.22
106	RAILWAY DEPOT RESTORATION	127,591.73	72.60
109	AQMD - AIR QUALITY MANAGEMENT	178,585.25	101.62
112	TRAFFIC SAFETY	1,887,897.04	1,074.27
115	OFFICE OF TRAFFIC SAFETY	107,618.05	61.24
119	STATE GRANTS	51,487.33	29.30
121	STREET LIGHTING - PROPERTY TAX	1,263,788.85	719.14
124	STREET LIGHTING - MD 84-1	1,275,594.12	725.85
127	LANDSCAPE MAINTENANCE DISTRICT 1	3,098,658.57	1,763.23
130	FLOOD CONTROL MAINTENANCE DISTRICT	6,163,347.93	3,507.14
133	ROAD & BRIDGE BENEFIT DISTRICT	2,308,701.00	1,313.72
136	GAS TAX	4,924,736.28	2,802.33
142	MEASURE A	3,493,250.28	1,987.77
157	CITY PROJECTS - EXTERNAL CONTRIBUTIONS	6,214,393.20	3,536.19
160	STORM DRAIN DEVELOPER FEES	11,456,619.36	6,519.18
163	DEVELOPMENT FEES	14,922,437.63	8,491.34
165	COMM ECONOMIC DEV CORP	7,008,442.80	3,988.03
170	HUD - NSP3 - FEDERAL	230,454.70	131.14
171	HCD - HOME - FEDERAL	41,962.33	23.88
172	CDPH PROP 84 FA #84-10C30	24,172.13	13.75
204	CFD 90-2 GREEN VALLEY	8,135.01	4.63
205	CFD 91-1 SPECTRUM	486,973.36	277.10
206	CFD 93-1R MAY RANCH	12,474.26	7.10
208	CFD 93-2R PERRIS PLAZA	83,652.84	47.60
216	CFD 200X WILLOWBROOK #2	47,252.00	26.89
219	CFD 2004-5 AMBER OAKS II	5,665.01	3.22
222	CFD 2004-3 MONUMENT RANCH IA#2	2,367.40	1.35
224	CFD 2005-2 HARMONY GROVE	17,701.17	10.07
226	CFD 2006-3 ALDER	270,051.54	153.67
229	CFD 2005-1 #3 LENNAR	28,005.04	15.94
230	CFD 2005-1 #3 CENTEX	6,467.76	3.68
232	CFD 2001-1 MAY FARMS #5	7,510.28	4.27
237	CFD 88-1 (NEW)	14,395.42	8.19
238	CFD 88-3 (NEW)	28,641.30	16.30
239	CFD 90-1 (NEW)	19,799.79	11.27
240	CFD 2007-2 PACIFIC HERITAGE	307,984.12	175.25
241	CFD 2002-1R WILLOWBROOK	13,531.42	7.70

CITY OF PERRIS
Projected Cash Balances & Projected Interest Income as of June 30, 2015
Fiscal Year 2014 - 2015

FUND #	FUND NAME	Projected Balances as of 6/30/2015	Projected Interest Income for quarter ending 6/30/2015
242	CFD 2001-1 #1R MAY FARMS	5,326.78	3.03
243	CFD 2001-1 #2R MAY FARMS	19,695.08	11.21
244	CFD 2001-1 #3R MAY FARMS	8,893.93	5.06
245	CFD 2001-2R VIL OF AVALON	575,835.15	327.67
246	CFD 2006-1R MERITAGE	2,033.41	1.16
248	CFD 2004-3R MONUMENT RANCH	6,807.22	3.87
249	CFD 2004-2R CLC	10,606.40	6.04
250	CFD 2001-1 #6R MAY FARMS	17,937.32	10.21
251	CFD 2001-1 #7R MAY FARMS	34,628.23	19.70
253	CFD 2003-1R CHAPARRAL RIDGE	2,445.69	1.39
271	AD 86-1 93 SERIES A	51,826.86	29.49
305	CFD 91-1 CAPITAL PROJECTS	345,036.00	196.34
431	JPA 2013 SERIES A	49,330.54	28.07
501	WATER FUND - CITY	316,338.39	180.01
511	SEWER FUND - CITY	1,671,090.92	950.90
512	SEWER FUND - MCCANNA	127,143.21	72.35
521	SOLID WASTE FUND - CITY	1,802,037.90	1,025.42
750	CAPITAL PROJECT AREA/SUCCESSOR	279,713.45	159.17
751	DEBT SERVICE FUNDS/SUCCESSOR	4,091,231.66	2,328.04
801	TRUST FUND	920,952.15	524.05
Total:		101,676,836.46	57,857.34

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: August 11, 2015

SUBJECT: Settlement Agreement between California Clean Energy Committee, Integra Pacific, LLC, Integra Perris, LLC, and the City of Perris, related to the approval of a distribution center located south of Nance Street, north of Markham Street and between Webster and Indian Avenues

REQUESTED ACTION: That the City Council approve and authorize the City Manager to execute the Settlement Agreement

CONTACT: Eric Dunn, City Attorney

BACKGROUND/DISCUSSION:

On December 17, 2014, the Planning Commission approved Tentative Parcel Map 36726 and Development Plan Review 14-02-0014 for an 864,000 square-foot distribution center ("Project"), located south of Nance Street, north of Markham Street and between Webster and Indian Avenues. The Planning Commission also certified an Environmental Impact Report ("EIR") analyzing the potential impacts of the Project under the California Environmental Quality Act ("CEQA").

The California Clean Energy Committee ("CCEC") appealed the Planning Commission's actions to the City Council. On January 27, 2015, the City Council held a hearing on the appeal and upheld the Planning Commission's determinations.

On or about February 5, 2015, CCEC filed a Petition for Writ of Mandate alleging, among other things, that the certification of the EIR violated CEQA. The Petition named the City as a Respondent and named Integra Pacific, LLC and Russell Pierce as Real Parties in Interest.

CCEC and Integra have now agreed to settle the litigation on the terms and conditions specifically set forth in the attached settlement agreement, and CCEC has agreed to dismiss the litigation with prejudice.

The essential terms of the settlement require Integra to prepare a cost/benefit analysis of installing a rooftop solar system sufficient to meet the demand of the user, once the user is determined. Integra will also pay CCEC a settlement payment of \$50,000.

BUDGET (or FISCAL) IMPACT:

None to the City. The developer is required to defend and indemnify the City from any lawsuits as a condition of approval.

Reviewed by:

City Attorney X

Assistant City Manager Ac

Attachments: Settlement Agreement

Consent: X

Public Hearing:

Business Item:

Other:

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("**Agreement**") is entered into as of July 2, 2015, by and among California Clean Energy Committee ("**CCEC**"), on the one hand, and Integra Pacific, LLC and Integra Perris, LLC (collectively, "**Integra Perris**") and the City of Perris ("**City**"), on the other hand, each of which may hereinafter be referred to individually as a "**Party**" and collectively the "**Parties**."

A. On December 17, 2014, the City's Planning Commission approved Tentative Parcel Map 36726 and Development Plan Review 14-02-0014 (collectively, the "**Project Approvals**") for the development a 43 gross acre site with a 864,000 square-foot distribution warehouse facility ("**Project**"), located south of Nance Street, north of Markham Street and between Webster and Indian Avenues within the Perris Valley Commerce Center Specific Plan Area ("**Property**"). The same day, the Planning Commission certified an Environmental Impact Report ("**EIR**") analyzing the potential impacts of the Project under the California Environmental Quality Act ("**CEQA**").

B. On or about December 24, 2014, CCEC appealed the Planning Commission's decision on the Project Approvals and the EIR to the City's City Council. On January 27, 2015, the City held a hearing on the appeal, at which the City Council denied the appeal and upheld the Planning Commission's December 17, 2014, determinations.

C. On or about February 5, 2015, CCEC filed a Verified Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief ("**Petition**") in the Superior Court of California for the County of Riverside, Case No. RIC 1501422 ("**Litigation**"). The Petition named the City as a Respondent and named Integra Pacific, LLC and Russell Pierce as Real Parties in Interest. The Litigation alleges that the Project Approvals and the EIR violate CEQA. Integra Perris disputes CCEC's allegations in the Litigation, both individually and collectively.

D. CCEC and Integra Perris have agreed to settle the Litigation on the terms and conditions specifically set forth in this Agreement, and CCEC has agreed to dismiss the Litigation with prejudice in exchange for valuable consideration, as herein described.

NOW THEREFORE, in consideration of the forgoing and for good and valuable consideration, the Parties hereby agree as follows:

1.0 Integra Perris's Obligations.

1.1 Solar Analysis. The Parties recognize that the Project may be investor-owned and leased to end user(s) ("**Tenants**") or owner-occupied. In either event, Integra Perris and any successor(s) and assign(s) ("**Building Owner**"), shall be required to prepare a cost/benefit analysis ("**Solar Analysis**") of installing a sufficient rooftop photovoltaic solar electric system ("**PV Electric System**") sufficient to meet the projected electric demand of the initial user(s) (not to exceed net metering limits), once such initial user(s) are ascertained. The Solar Analysis shall be performed by a qualified electric energy engineer and shall take into consideration all economic and practical factors of designing, approving, installing, and using

the PV Electric System over the expected occupancy term of the initial end user(s). The Solar Analysis shall include, but not be limited to, the current and projected SCE utility rates, the capital cost of any installed PV Electric System, any available tax credits, any system design constraints, any physical, structural or regulatory limitations of the building and site, any system sizing limitations, any grid or transmission limitations, and any design restraints. The Solar Analysis shall further assess the potential maximum energy savings, the creditworthiness of the initial utility user, any initial lease term, any governing agency and jurisdictional approvals that may be required, and any capital investor return requirements. CCEC will be notified at the time that the initial user(s) are ascertained and will be given the opportunity to discuss the solar analysis with the energy engineer before the analysis is finalized.

1.2 If the Solar Analysis determines that a PV Electric System larger than the currently planned 30kW PV Electric System is economically feasible, at the joint, several, and sole discretion of the Building Owner and any Tenants, then the Building Owner and any Tenants shall work together in good faith to negotiate any cost/benefit sharing for the installation and use of said PV Electric System and to incorporate it into the building. CCEC will be kept informed of the terms and progress of these efforts and will be provided the opportunity to comment.

1.3 Upon submission of the building shell and tenant improvement plan to the City for approval, the Building Owner shall provide to CCEC a Title 24 energy analysis (including the data files) for peer review(s). Integra Perris shall pay CCEC for the cost of the peer review(s) ("**Peer Review Contribution**"), which peer review(s) will consist of a cost-effectiveness analysis identifying additional energy-saving opportunities that can reduce building operation costs by reducing annualized electrical service costs below what would otherwise apply. The amount of this payment shall be determined in the sole discretion of CCEC, subject to the cap on the total amount of the Settlement Payment, specified in Section 1.5 of this Agreement. Identified energy conservation measures that will pay for themselves at a reasonable rate of return within the expected occupancy or lease term or otherwise deemed feasible at the joint, several, and sole discretion of the Building Owner and/or Tenant(s) shall be incorporated by the Building Owner and/or the Tenant(s) into the building and Tenant improvements.

1.4 The Building Owner and any Tenant(s) shall cooperate in good faith in the publication of a case study showing the energy conservation measures modeled and incorporated into the Project and will apply for "net zero" energy recognition or other energy conservation recognition, to the extent such recognitions may be available. Integra Perris shall pay CCEC for the cost of preparing the case study ("**Case Study Contribution**") and shall make a good faith effort to provide data as required for the same. The Building Owner and any Tenant(s) shall be given the opportunity to review and approve this Case Study before it is submitted to any third party. The amount of this payment shall be determined in the sole discretion of CCEC, subject to the cap on the total amount of the Settlement Payment, specified in Section 1.5 of this Agreement.

1.5 In its discretion Integra Perris will make a good faith effort to market the property to an owner or tenant that is interested in pursuing environmental sustainability.

1.6 Settlement Payment. In addition to the non-monetary obligations above, within thirty (30) days of the execution of this Agreement by all parties, Integra Perris shall cause to be sent to the office of Eugene Wilson, Esq. as attorney for CCEC the total amount of \$50,000 ("Settlement Payment"), which amount includes the Peer Review Contribution and Case Study Contribution set forth in Sections 1.3 and 1.4, above. The Settlement Payment shall be in the form of a check made out to "California Clean Energy Committee" ("Settlement Check"). The Settlement Payment may be divided between the Peer Review Contribution, the Case Study Contribution, and the actual legal fees as determined by CCEC in its sole discretion.

2.0 CCEC's Obligations.

2.1 Upon execution of this Agreement by all parties, CCEC shall deliver to Integra Perris's counsel of record in the Litigation, a fully executed, originally signed Request for Dismissal of the Litigation with prejudice as to all parties, including the City and Integra Perris ("Request for Dismissal"). Integra Perris' counsel shall hold the Request for Dismissal in trust and shall not file the Request for Dismissal until at least 10 days after the Settlement Payment has been received. For purposes of this section, "received" and "receipt" shall mean the successful clearing of the Settlement Check. Only after 10 days following the receipt of the Settlement Payment, Integra Perris shall be authorized to file the Request for Dismissal on CCEC's behalf.

2.2 If requested by Integra Perris, CCEC shall submit a letter to the City in support of the Project. CCEC further agrees not to bring any future claim or make any future contention or assertion in any court, agency, or other tribunal, including the City, that the Property or Project, including, without limitation, any future modifications thereto, or the submission of any subsequent entitlement applications, at issue in the Litigation violates or fails to comply with any statute, ordinance, or any other applicable law, including, without limitation, CEQA. CCEC further agrees that the foregoing restrictions in this section 2.2 shall apply, without limitation, (1) to any future modifications to the Project that may trigger the need for additional review under CEQA, (2) to any and all permits of any type which may be submitted by Integra Perris or its assignees or successors, and (3) regardless of whether Integra Perris, LLC, Integra Pacific, LLC, or a third party is the applicant for or developer of the Project.

3.0 Release.

3.1 By CCEC: Except for the rights, duties, and obligations set forth in this Agreement, immediately upon execution of this Agreement by all parties, CCEC, for itself and for any of its officers, directors, employees, agents, partners, members, representatives, predecessors, successors, parents, subsidiaries, affiliates, affiliated parties, subsidiaries, shareholders, executors, administrators, trustees, heirs, spouses, attorneys, insurers, assigns and related entities, agrees to forever release any and all claims it may have against Integra Perris and the City, as well as each of Integra Perris's and the City's respective past and present officers, directors, council members, committee members, employees, agents, partners,

members, representatives, predecessors, successors, parents, subsidiaries, affiliates, affiliated parties, subsidiaries, shareholders, executors, administrators, trustees, heirs, spouses, attorneys, insurers, assigns and related entities, from any and all claims, damages, actions, judgments, obligations, attorneys' fees, indemnities, duties, demands, controversies, and liabilities of every nature at law or in equity, liquidated or unliquidated, known or unknown, matured or unmatured, foreseeable or unforeseeable, or may have arising out of any circumstance, thing or event alleged related or pertaining to the Project, the Project Approvals, the EIR, the Property, and the Litigation.

3.2 By Integra Perris and City: Except for the rights, duties, and obligations set forth in this Agreement, immediately upon execution of this Agreement by all parties, Integra Perris and the City, each for itself and for any of its officers, directors, council members, committee members, employees, agents, partners, members, representatives, predecessors, successors, parents, subsidiaries, affiliates, affiliated parties, subsidiaries, shareholders, executors, administrators, trustees, heirs, spouses, attorneys, insurers, assigns and related entities, agrees to forever release any and all claims it may have against CCEC, as well as each of its respective past and present officers, directors, employees, agents, partners, members, representatives, predecessors, successors, parents, subsidiaries, affiliates, affiliated parties, subsidiaries, shareholders, executors, administrators, trustees, heirs, spouses, attorneys, insurers, assigns and related entities, from any and all claims, damages, actions, judgments, obligations, attorneys' fees, indemnities, duties, demands, controversies, and liabilities of every nature at law or in equity, liquidated or unliquidated, known or unknown, matured or unmatured, foreseeable or unforeseeable, or may have arising out of any circumstance, thing or event alleged related or pertaining to the Project, the Project Approvals, the EIR, the Property, and the Litigation.

3.3 The Parties acknowledge that there is a risk that, subsequent to the execution of this Agreement, one or more of the Parties could incur injury, loss, damage, costs, attorneys' fees, or expenses, which are in some way caused by or connected with the persons, entities, matters, and/or issues referred to herein, or which are unknown and unanticipated at the time this Agreement is executed, or which are not presently capable of being ascertained. Nevertheless, the Parties acknowledge this Agreement has been negotiated and agreed upon in light of that realization. The Parties have had the benefit and advice of independent legal counsel on this issue and, therefore, enter into this Agreement with full knowledge and recognition of the above stated possibilities.

3.4 Wherefore, the Parties specifically waive their rights under California Civil Code section 1542. Section 1542 provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

4.0 Miscellaneous Provisions.

4.1 Successors and Assigns. This Agreement shall be binding on each of the Parties' respective successors and assigns and shall be enforceable against the same as if they were original Parties to this Agreement.

4.2 Compromise of Disputed Claims. This Agreement is a compromise of disputed claims and shall never at any time or for any purpose be considered an admission of any liability or responsibility on the part of any Party or its counsel of record; nor shall the furnishing of any consideration for the execution of this Agreement constitute or be construed as an admission of any liability whatsoever by either Party or its counsel of record.

4.3 Integration. The Parties acknowledge and represent that no promise or inducement not expressed in this Agreement has been made in connection with this Agreement. This Agreement contains the entire agreement and understanding between the Parties as to the subject matter of this Agreement and is intended to be and is a final integration thereof. There are no representations, warranties, agreements, arrangements, undertakings, oral or written, between or among the Parties relating to the terms and conditions of this Agreement that are not fully expressed herein.

4.4 Waiver and Amendment. No provision of this Agreement, or breach of any provision, can be waived except in writing. Waiver of any provision or breach shall not be deemed to be a waiver of any other provision, or of any subsequent breach of the same or other provision. This Agreement may be amended, modified or rescinded only in writing signed by all Parties to this Agreement.

4.5 Time of the Essence. Time is expressly declared to be of the essence in this Agreement, and of every provision in which time is an element, if any.

4.6 Interpretation and Intent. This Agreement is the result of arms-length negotiations by the Parties, each of whom had their own counsel. Accordingly, all Parties hereto acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or the attorneys for one party or another. No provision of this Agreement shall be interpreted against any Party because that Party, or their legal representative, may have drafted that provision.

4.7 Additional Documents. The Parties each agree to sign any additional documents which are reasonably necessary to carry out the purpose and intent of this Agreement.

4.8 Benefit and Burden. The parties agree that this Agreement is freely assignable and that this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, assigns, partners, partnerships, parent companies, subsidiaries, affiliated and related entities, officers, directors, principals, agents, servants, employees, representatives, and all

persons, firms, Petitioners, and/or persons or entities connected with each of them, including, without limitation, their insurers, sureties, attorneys, consultants and experts.

4.9 Governing Law. This Agreement has been executed in the State of California, and shall be interpreted and enforced under California law. Venue for any action related to this Agreement shall be in Riverside County.

4.10 Attorney's Fees. Except as provided in Sections 1.3, 1.4, and 1.5 of this Agreement, each of the Parties shall bear its own costs, attorneys' fees, and expenses incurred in the Litigation and in connection with the preparation and execution of this Agreement.

4.11 Attorney's Fees Arising Out of Enforcement of Agreement. In the event any action or proceeding is brought to enforce this Agreement, the prevailing Party shall be entitled to the reasonable fees, out-of-pocket expenses, and costs of attorneys and experts against the non-prevailing Party, in addition to all other relief to which that Party may be entitled.

4.12 No Assignment. CCEC represents and warrants that it has not assigned or transferred any claims released herein, and that it is the sole owner of any and all such claims, and that it will not assign or purport to assign any or all such claims to anyone after the execution of this Agreement.

4.13 Signatures. This Agreement may be signed in counterparts. Signatures transmitted by facsimile shall be deemed to be originals.

4.14 Warranty of Authority. Each of the signatories hereto represents and warrants that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign. Each Party hereto agrees to defend, indemnify, and hold harmless the other Parties hereto against all claims, suits, actions, and demands, including necessary expenses of investigation and reasonable attorneys' fees and costs, arising out of claims that its signatory was not competent or so authorized to execute this Agreement.

4.15 Representation by Counsel. The undersigned and each of them acknowledge and represent that they are affecting this compromise and settlement and are executing this Agreement after having received full legal advice as to their rights from an attorney of their choice.

4.16 Agreement Voluntarily. The undersigned and each of them acknowledge and represent that they have read this Agreement in its entirety, understand all of its terms and provisions, and sign this Agreement voluntarily and of their own free will, knowing that it is a legally binding document and with the intent to be bound hereby.

4.17 No Reliance On Other Party. The undersigned and each of them acknowledge and represent that they are affecting this compromise and settlement and are executing this Agreement (i) after they and their respective legal counsel had the opportunity to

and did conduct an independent investigation of the relevant facts; and (ii) without relying on representation made by the other Party or the other Party's attorney.

4.18 **Severability.** Even if a court holds one or more parts of this Agreement ineffective, invalid, or void, all remaining provisions shall remain valid.

4.19 **Notices.** All notices given pursuant to this Agreement or law shall be written. Notices shall be delivered with all delivery or postal charges prepaid. Notices may be given personally; by facsimile; by United States first-class mail; by United States certified or registered mail; or by other recognized overnight service. Notices shall be deemed received on the date of personal delivery or facsimile transmission; on the date shown on a signed return receipt or acknowledgment of delivery; or, if delivery is refused or notice is sent by regular mail, seventy-two (72) hours after deposit. Until a Party gives notice of a change, notices shall be sent to:

FOR PETITIONER: California Clean Energy Commission
c/o Eugene S. Wilson, Esq.
3502 Tanager Avenue
Davis, California 95616

FOR INTEGRA PERRIS: Integra Perris, LLC
c/o Russell Pierce
P.O. Box 1651
Rancho Santa Fe, California 92067

WITH A COPY TO: John C. Condas, Esq.
Allen Matkins Leck Gamble Mallory & Natsis LLP
1900 Main Street, Fifth Floor
Irvine, CA 92614
Attorneys for Real Party in Interest, Integra Perris

FOR THE CITY OF PERRIS: Eric Dunn, Esq.
Aleshire & Wynder LLP
3880 Lemon Street, Suite 520
Riverside, California 92501

IN WITNESS THEREOF, the undersigned have executed this Agreement as follows:

CALIFORNIA CLEAN ENERGY
COMMITTEE

Dated: 7-17-15
By: [Signature]
Its: President

INTEGRA PACIFIC, LLC

Dated: 7/30/15
By: RDP Development, Inc.
Its: Managing Principal
By: [Signature]
Its: Russell D. Pierce
By: [Signature]
Its: President

INTEGRA PERRIS, LLC

Dated: 7/30/15
By: Integra Pacific, LLC, its Managing Principal
By: RDP Development, Inc. its Managing Principal
By: [Signature]
Its: Russell D. Pierce
By: [Signature]
Its: President

CITY OF PERRIS

Dated: _____
By: _____
Its: _____

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: August 11, 2015

SUBJECT: Boys & Girls Club of Perris fee Waiver Request for the use of Foss Field Park

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 August 29, 2015 at Foss Field Park

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

BACKGROUND/DISCUSSION:

Boys & Girls Club of Perris in co-sponsorship with the African American Coalition has planned The 3rd Annual African American Family Reunion Celebration at Foss Field Park on August 29, 2015, from 10am to 2pm. The Boys & Girls Club of Perris is requesting that the City Council authorize the waiver of rental fees associated with the reservation of Foss Field Park. 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 feature free community resources, including information about increasing high school graduation rates, financial aid and job interviewing skills. It is recommended that the City Council consider waiving rental fees for this event.

FISCAL IMPACT: The requested waiver of rental fees for the Boys & Girls Club of Perris event at the Foss Field Park totals \$200.00. This amount includes the reservation of Foss Field Park.

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

Reviewed by: Darren Madkin, Deputy City Manager *dm*

Reviewed by: Ron Carr, Assistant City Manager *rc*

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

Consent: X

Public Hearing:

Business Item:



227 North D Street, Suite C
Perris, CA 92570
www.boysandgirlsclubofperris.org

Board of Directors
JOSE RAMOS
Chairman
DENISE VILLAMIL
Board Member
EILYN AVILES-DAWES
Board Member
BRADY MCCARRON
Board Member
MARTIN FLORES
Board Member
JACKIE RAMOS
Board Member
Honorary Board
MARION ASHLEY
Supervisor-
Riverside County
JUAN M. LOPEZ
Superintendent –
Val Verde Unified School
District
JAIME C. HURTADO
Chief of Staff – Supervisor
Marion Ashley's Office

August 3, 2015

City of Perris
City Councilmembers
101 N. D Street
Perris, CA 92570
Email: scampbell@cityofperris.org

Dear City Councilmembers,

BOYS & GIRLS CLUB OF PERRIS REQUEST FOR WAIVER OF PARK FEES

The Boys and Girls Club requests a waiver of park fees for Foss Field Park related to the 3rd Annual African American Family Reunion Celebration. The African American Coalition is co-sponsoring the event. The event is scheduled for August 29 and starts at 10 a.m. and ends at 2 p.m. Admission to the event is free of charge. The event will feature community resources, including information about increasing high school graduation rates, financial aid and job interviewing skills.

You may contact me at 323.501.3013 or admin@boysandgirlsclubofperris.org.

Sincerely,

Jose Ramos

Permit Contract

City of Perris Community Services Department
 101 North D St.
 Perris, CA 92570
 Phone: (951) 943-6100
 FAX: -
 Email: -

Permit #9000905, Pending approval

Aug 3, 2015 3:55 PM
 Expires Aug 31, 2015



Company: Boys & Girls Club
 227 North D Street, Suite C
 Perris, CA 92570

Customer Type: Non-Profit/ Resident
 Prepared By: Spencer Campbell

Agent: Jose RaMOS

Home: (951) 943-1122

Charges	Taxes	Discounts	Total Charges	Deposits	Deposit Taxes	Total Payments	Refunds	Balance
\$200.00	\$0	\$0	\$200.00	\$0	\$0	\$0	\$0	\$200.00

▼ **RESERVATIONS**

Event	Resource	Center	Notes		
Celebration Type: Field Rental Attend/Qty: 200	Foss Field Park - BBall Field	Foss Field Park 138 North Perris Blvd Perris, CA 92570 (951) 943-6603	-		
Day	Days Requested Date	Event Begins	Duration	Event Ends	Notes
Saturday	Aug 29, 2015	10:00 AM	4 hours	Aug 29, 2015 at 2:00 PM	
Summary		Notes			
Total Number of Dates: 1		*NEED COPY OF INSURANCE*			
Total Time: 4 hours					

▼ **RESERVATIONS**

Event	Resource	Center	Notes		
Celebration Type: Field Rental Attend/Qty: 200	Shelter 1 - Foss Field Park	Foss Field Park 138 North Perris Blvd Perris, CA 92570 (951) 943-6603	-		
Day	Days Requested Date	Event Begins	Duration	Event Ends	Notes
Saturday	Aug 29, 2015	10:00 AM	4 hours	Aug 29, 2015 at 2:00 PM	
Summary		Notes			
Total Number of Dates: 1		*NEED COPY OF INSURANCE*			
Total Time: 4 hours					

▼ **CHARGES**

Description	Event / Resource	Unit Fee	Units	Tax	Charge

Rental Fee - (1) Adult Groups (No Lights)	Celebration #9000905 Foss Field Park - BBall Field	\$200.00	1.00	- \$200.00
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▼ WAIVERS**City of Perris Facility Policies and Procedures**

Due Date: Aug 29, 2015

Applicant hereby agrees that, if the reservation or permit is granted, applicant will defend, indemnify and hold the City of Perris, their officers, employees and agents from all damages, costs and expenses in law and equity, including costs of suit and attorney's fees, which may arise out of the use or exercise of the reservation or permit applied for herein. To the extent occasional thereby, and in respect to the culpable party, this agreement to indemnify, defend, and hold harmless shall not extend to damages, costs or expenses arising out of an act or omission attributable to the city.

A copy of the City of Perris policies and procedures is attached for your information.

Facility Policies and Procedures

Waiver Signed

Terms & Conditions: This Agreement, when signed by the applicant and a representative of the City of Perris Community Services, constitutes a contractual agreement binding both parties to certain obligations. The applicant agrees to observe and obey all Rules and Regulations. In addition, it shall be the responsibility of the applicant to pay the required fee at the time of reservation. Balance due must be paid before the scheduled event. The City of Perris Community Services agrees to maintain the facility, to assure that the facility is prepared properly for the agreed-upon event, and to provide adequate sanitation facilities, subject to available equipment, resources, weather conditions and time of year.



**City of Perris
Community Services Department
FACILITY USAGE APPLICATION
RESERVATION INFORMATION**

Name of Facility / Park: Foss Field Park Date of Event: August 29, 2015
 Facility / Park Address: 138 N. Perris Blvd., Perris, CA 92570
 List any additional dates requested in same month: _____
 Estimated Attendance: 200 Set-up Time: 7am am / pm to 10am am / pm Event Time: 10am am / pm to 2pm am / pm
 Facility Requested: Community Room Gymnasium Kitchen Picnic Shelter (baseball field and are by restrooms)
 (Storage for your event will not be provided for any item that is not property of the City of Perris)
 Type of Event: Meeting Reception Party Dance Other/Specify Community Resource Fair with music and dancing
 Is the event open to the public? Yes No Security? Yes No
 Admission Fee: Free Will you be selling any items on site such as food, drinks, merchandise? No
 Will you have any or all of the following: Bouncer Disc Jockey Live Band Other (Please describe: _____)
 List any additional equipment you will be using (example: chairs, tables, tents, etc.): The community partners will bring their own tents, tables and chairs.

APPLICANT INFORMATION

Name of Applicant: Jose Ramos
 Name of Organization (if applicable): Boys and Girls Club of Perris // co-applicant: African American Coalition
 Is your organization Non-Profit? yes
A Letter of Determination & Non-Profit Tax ID Numbers from the I.R.S. must be submitted for all Non-Profit Organizations.
 Address: 227 North D Street, Suite C City: Perris Zip Code: 92570
 Day Phone: 951-943-1122 Evening Phone: 951-858-1671 Fax Number: _____
 *Applicant hereby agrees that, if the reservation or permit applied for is granted, applicant will defend, indemnify and hold the City of Perris, their officers, employees and agents from all damages, costs and expenses in law and equity, including costs of suit and attorney's fees, which may arise out of the use or exercise of the reservation or permit applied for herein. To the extent occasional thereby, and in respect to the culpable party, this agreement to indemnify, defend, and hold harmless shall not extend to damages, costs or expenses arising out of an act or omission attributable to the city".
 Signature of Applicant: Jose Ramos Date: 7/31/15
Allow 30 Days for all Refunds

(For Office Use Only)

Date Received	Deposit	\$
Supervisor Initials	Reservation Fee	\$
Security Required	Yes or No	Kitchen Fee
Payment Due Date	Staff Fee	\$
Payment Record	Set-Up Fee	\$

1. _____ 2. _____ 3. _____

White: Office

Yellow: Patron

Facility Usage Procedures & Policies

The following policies and procedures have been established for the usage of City Facilities in order to better serve the Community's needs; as approved by City Council, August 11, 1997 Resolution #2627 and September 17, 1997 Resolution #2631.

USAGE PROCEDURES

The following documents must be turned into the Recreation Office 4-weeks prior to usage for recurring use or 15 days for non-recurring use before a permit to use the City Facilities will be issued:

1. Application Form and any other forms relating to facility rental.
If usage is for schools or private leagues, a game schedule and practice schedule, dates and times must be included.
2. A full deposit must be paid at the time application is turned into office. All fees must be paid one (1) week prior to event date or it will be subject to cancel. Additional rooms/facilities are not available if it is not requested on facility usage application and additional fees are not paid by due date.
3. Liability Insurance: All Renters are required to provide proof of financial responsibility by means of liability insurance in a \$1,000,000 (one million) per each Occurrence and \$2,000,000 (two million) General Aggregate general liability insurance coverage per occurrence naming the City of Perris, its officers, agents and employees as additionally insured. Failure to provide appropriate documentation will result in cancellation of permit.

When usage is approved, a permit will be issued to the applicant.

Changes in usage after permit is issued must be in writing to the Community Services Department.

POLICIES

1. Facilities are scheduled on a first come first served basis. *All City Sponsored Events will take scheduling priority. When unforeseen circumstances result in use conflict, Facility Use Permits may be canceled as authorized by the City Manager or his designated representative. If cancellation is unavoidable, every effort will be made to either reschedule or locate alternate facilities.*
2. Applicant agrees to be held financially responsible for any damage to City facilities and equipment.
3. Applicant is responsible for returning the City Facility/Snack Bar occupied, in the same condition as it was received. Refusal by applicant to clean a facility will result in forfeiture of deposit. Applicant must furnish own towels and cleaning supplies.
4. Kitchens are only used to warm up food as cooking is prohibited. Washing dishes and utensils in the restroom sinks is strictly prohibited.
5. The use of portable or permanent structures of any kind is not permitted without prior written approval from the Community Services Supervisor.
6. Security Personnel, as required by the Police and/or Community Services Supervisor, shall be arranged and approved in advance. The City will provide Security Personnel for youth leagues when applicable.
7. Use of any City Facility by any youth organization shall require adult supervision at all times at a minimum of 1 adult per each 20 youths.
8. No posters, bulletins, flyers or advertising signs are to be posted on any City Facility without written authorization from the Community Services Supervisor.

NO ALCOHOLIC BEVERAGES OF ANY KIND ARE PERMITTED IN ANY CITY FACILITY

NO EXCEPTION (e.g.: Beer, Champagne, and Liquor)

NO FOOD OR DRINKS ALLOWED ON BASKETBALL COURT WITHOUT PROPER FLOOR COVERING

NO GLASS CONTAINERS OF ANY KIND ALLOWED

NO STREET SHOES ARE ALLOWED ON GYM FLOOR

NO SMOKING ALLOWED INSIDE ANY FACILITY

ALLOW 30 DAYS FOR ALL REFUNDS


Applicant's Signature

RAMOS, JOSE
(Print Name)

7/31/15
Date

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: DEC 12 2013

BOYS AND GIRLS CLUB OF PERRIS
PO BOX 711
PERRIS, CA 92572

Employer Identification Number:
46-3208152
DLN:
17053281308013
Contact Person:
MRS. KREBS ID# 31072
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:-
Yes
Effective Date of Exemption:
June 10, 2013
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: August 11, 2015

SUBJECT: **Environmental Assessment/Stockpile Permit 15-05023** – A 4-phase stockpile permit plan to import approximately 1.2 million cubic yards of dirt from the Riverside County Flood Control District Line “A” construction site (*Romoland Master Drainage Plan*) to Tentative Map 24648 of the Green Valley Specific Plan, generally located at the northeast corner of Ethanac Road and Goetz Avenue. **Applicant:** Scott Hildebrandt, Webb and Associates

REQUESTED ACTION: **Adopt Resolution No. (next in order) approving Stockpile Permit 15-05023 and adopting Mitigated Negative Declaration No. 2317, based on the findings and conditions of approval in this report.**

CONTACT: Clara Miramontes, Director of Development Services 

BACKGROUND/DISCUSSION:

The applicant is proposing A 4-phase stockpile permit plan to import approximately 1.2 million cubic yards of dirt from the Riverside County Flood Control District Line “A” construction site (*Romoland Master Drainage Plan*) to Tentative Map 24648 of the Green Valley Specific Plan, generally located at the northeast corner of Ethanac Road and Goetz Avenue. The purpose of the stockpile is raise the Green Valley site above the floodplain elevation to enable development of the Green Valley Specific Plan. The proposed stockpile will facilitate construction of Riverside County Flood Control District Line “A” of the Romoland Master Drainage Plan. The proposed truck haul route will utilize Ethanac Road and Murrieta Road to import and deliver dirt material.

Review of the stockpile permit shall be required in 5 years to determine if the stockpile is still in place, subject to: 1) a formal written request to the Planning Division, subject to the review and approval of the City Engineer and Planning staff, 2) posting a cash maintenance bond for an additional five (5) years, 3) continuance of yearly scheduled inspections, and 4) compliance with Engineering and Planning Conditions of Approval. To reduce erosion and fugitive dust generated by the stockpile, the City Engineer required the applicant to post a bond to hydro-seed twice a year, and to install perimeter protection through fiber rolls to reduce any long term erosion and fugitive dust. All proposed stockpile side slopes include a 10:1 slope ratio to further minimize the potential of erosion.

Public notice was mailed to adjacent property owners within 300’ feet of the subject site. Staff received a letter from a representative of the Rodeffer Family Trust who own several surrounding properties expressing concerns regarding impacts to biological resources, the Perris Valley Airport, and the San Jacinto Conservation Corridor. The letter also asked whether this project would affect the 100-year floodway line and whether this would affect existing drainage patterns. Staff reviewed the San Jacinto Conservation Corridor plan and determined that the stockpile is located at least 500-feet south of the conservation corridor. A Habitat Assessment was conducted for the stockpile and determined that no environmental impact would occur. The stockpile would not impact the Perris Valley Airport operation as the stockpile will be compacted to match the existing grade and not mounds of dirt that would impact a plane’s ability to land in an emergency situation. The stockpile is not located within the 100 year flood plain line so it will not modify the 100 year flood plain line. Per the City Engineer, the project will not increase flooding as the stockpile will be compacted to the ground to mimic and perpetuate the existing drainage patterns. Overflow water runoff will flow into the Riverside County Flood Control District Line “A” where the stockpile is taken. Also, prior to issuance of the stockpile permit, Riverside County Flood Control and Water Conservation District (RCFCWD) approval is required along with all necessary studies submitted to RCFCWD. Staff has contacted the commentor and addressed these items as stated above.

A Mitigated Negative Declaration under CEQA has been prepared to address potential environmental issues concerning air quality, biological resources, cultural, hydrology, and noise. Implementation of the attached Mitigation Monitoring and Reporting Plan (MMRP) will reduce potential impacts to less than significant.

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

Prepared by: Kenneth Phung, Project Planner
Reviewed by: Ron Carr, Assistant City Manager *RC*
City Attorney: N/A

Consent Item: August 11, 2015

Attachments:

1. Planning and Engineering Conditions
2. Stockpile Plans
3. City Council Resolution
4. Mitigation Monitoring Reporting Program
5. Letter from Wesley Hylan representing Rodeffer Family Trust dated 7.30.15
6. Mitigated Negative Declaration (2317) and Initial Study

**CITY COUNCIL
AGENDA SUBMITTAL**

Meeting Date: August 11, 2015

SUBJECT: Contract Services Agreement with ESGIL Corporation for Building Plan Review Services

REQUESTED ACTION: Authorize the City Manager to execute a Contract Services Agreement with ESGIL Corporation for Building Plan Review Services

CONTACT: Clara Miramontes, Director of Development Services 

BACKGROUND/DISCUSSION:

Staff is recommending that the City contract for Building plan check services with ESGIL Corporation. Scott Fazekas and Associates (SFA) currently performs plan check reviews for large and complex commercial and industrial projects that may also require structural engineering review. Other routine plan checks are typically completed by staff. However, due to an increase in plan check submittals and lower plan check rates by ESGIL, staff is recommending that ESGIL Corporation be directly contracted by the City. This would allow the City to expedite the development process and retain a higher percentage of plan check fees. All routine plan checks will continue to be completed by staff. The City can still continue to source out plan checks with SFA, as necessary.

Staff recommends that the City Council authorize the City Manager to execute a Contract Services Agreement with ESGIL Corporation to directly contract for Plan Reviews Services until August 11, 2016. Renewal of the contract will be required before the expiration date. Costs for this contract have already been budgeted for the 2015-2016 fiscal year and all Plan Review Services are paid by the developer for services rendered at such time the plans are submitted for review. The contract has been reviewed by the City Attorney.

FISCAL IMPACT:

Cost for services will not impact our General Fund. Services will be charged to the applicant at the time of Building plan check submittals.

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

City Attorney: N/A
Assistant City Manager: Ron Carr 

Attachments: Contract Services Agreement, Scope of Work (Exhibit A), Schedule of Compensation (Exhibit C)

Consent: August 11, 2015

CITY OF PERRIS
CONTRACT SERVICES AGREEMENT FOR
BUILDING PLAN REVIEW SERVICES

This Contract Services Agreement ("Agreement"), is made and entered into this 11th day of August, 2015, by and between the City of Perris, a municipal corporation ("City"), and ESGIL Corporation, a ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

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

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

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

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

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

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such

extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of one hundred thousand dollars and no cents (\$600,000.00) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

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

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

Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

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

3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than July 13, 2016.

4.0 COORDINATION OF WORK

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

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

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

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

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

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

5.0 INSURANCE AND INDEMNIFICATION

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

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

(b) Workers' Compensation Insurance. A policy of workers' compensation

Insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses.

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

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

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

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

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

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

5.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a

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

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

6.0 RECORDS AND REPORTS

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

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

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by City for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant and the City shall indemnify the Consultant for all damages resulting therefrom. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

7.0 ENFORCEMENT OF AGREEMENT

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

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

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

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

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

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

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

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

ATTEST: "CITY"
CITY OF PERRIS

By: _____
Judy L. Haughney, City Clerk

By: _____
Daryl R. Busch, Mayor

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Eric L. Dunn, City Attorney

"CONSULTANT"

ESGIL CORPORATION,
9320 Chesapeake Drive, Suite 208
San Diego, CA. 92123

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

1. Perform traditional preliminary plan review consultations in EsGil Corporation's main office by meetings or by telephone.
2. Perform traditional initial plan review of submitted plans to determine compliance with City adopted:

Title 24

Building Code

Plumbing Code

Mechanical Code

Electrical Code

Green Code

Energy Conservation

Disabled Access

3. Provide the applicant's designee and the City a typed list of items needing clarification or change to achieve conformance with the above regulations.
4. Perform all necessary liaison with the applicant's designee by telephone, fax, mail, e-mail or meeting in EsGil's main office, and perform all necessary rechecks to achieve conformance to the regulations.
5. Perform all necessary liaison with the Building Official or his designee, by mail, e-mail, telephone, fax, or in EsGil's main office regarding any discretionary code issues.

6. Perform plan reviews of revisions to plans that have previously been approved for permit issuance.

7. Perform extra work when requested in writing by the City.

Exhibit "A"

1

1. This contract is for plan check and inspection services on an "as needed" basis. The City of Perris will have sole discretion regarding which plans and/or inspections will be conducted by the consultant

Exhibit "A"
2
EXHIBIT "B"

SPECIAL REQUIREMENTS

[Intentionally Left Blank]

EXHIBIT "C"

SCHEDULE OF COMPENSATION

EXHIBIT "D"

FEES

ESGIL CORPORATION PLAN REVIEW SERVICE FEE
 TO REVIEW FOR COMPLIANCE WITH ADOPTED BUILDING, ELECTRICAL,
 MECHANICAL, AND PLUMBING CODES

FEE TABLE

TOTAL VALUATION	PLAN REVIEW FEE
\$1.00 to \$500.00	\$10.58
\$501.00 to \$2,000.00	\$10.58 for the first \$500.00 plus \$1.37 for each additional \$100.00, or fraction thereof, to and including \$2,000.00.
\$2,001.00 to \$25,000.00	\$31.13 for the first \$2,000.00 plus \$6.30 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00.
\$25,001.00 to \$50,000.00	\$176.03 for the first \$25,000.00 plus \$4.55 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00.
\$50,001.00 to \$100,000.00	\$289.78 for the first \$50,000.00 plus \$3.15 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00.
\$100,001.00 to \$500,000.00	\$447.28 for the first \$100,000.00 plus \$2.52 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00.
\$500,001.00 to \$1,000,000.00	\$1,455.28 for the first \$500,000.00 plus \$2.14 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00.
\$1,000,001.00 and up	\$2,525.28 for the first \$1,000,000.00 plus \$1.42 for each additional \$1,000.00, or fraction thereof.

This fee includes:

- Preliminary consultation by phone, fax, mail or meeting in EsGil's office.
- Typed lists of code deficiencies provided to the designer and jurisdiction for all initial reviews and rechecks.
- All required rechecks of corrections.
- All liaisons with UCSD staff on discretionary items and appeals.
- All overtime necessary to meet agreed service times.
- Telephone recheck conference or in person recheck conferences with all plan review engineer disciplines.
- Arrangement for delivery of plans to jurisdiction.

Exhibit "B"

1

FORM

Proposed revisions to plans or deferred submittals after completion of plan review will be reviewed at our preferred hourly rates as listed below:

EsGil Corporation Hourly Rates

Supervising Structural Engineer	\$135.00
Structural Engineer	\$120.00
CASP / LEED Plans Examiner	\$120.00
Civil Engineer	\$105.00
Electrical Engineer	\$105.00
Mechanical Engineer	\$105.00
I.C.C. Plans Examiner	\$90.00

SCHEDULE OF PERFORMANCE

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Exhibit "D"

1



May 28, 2015

Mr. David J. Martinez
Interim Building Official / Fire Marshal
City of Perris
135 North D Street
Perris, CA 92570

Re: EsGil Corporation Proposal

Dear Mr. Martinez,

In response to your request for information regarding our services, attached for your consideration is a copy of our proposal to provide plan check services for the City of Perris.

Our goal is to issue approved plans as quickly as possible, while remaining fully compliant with all applicable laws, codes, ordinances, and regulations.

If you have any questions, please contact me by phone at (858) 560-1468 or by e-mail at kculver@esgil.com. Thank you for considering EsGil Corporation.

Sincerely,
ESGIL CORPORATION

A handwritten signature in black ink, appearing to read 'Kurt Culver', is written over a light blue circular stamp.

Kurt Culver
President

Attachments: A – EsGil Staff Qualifications
B – Client References

EsGil Corporation

PREPARED FOR THE
CITY OF PERRIS

Proposal to Provide Plan Review Services



May 28, 2015

Submitted by:
Kurt Culver, President, P.E., S.E.

EsGil Corporation

Building Safety Plan Review Services

9320 Chesapeake Drive, Suite 208 • San Diego, California 92123
858.560.1468 • 800.983.7445 • www.esgil.com

Our plan review staff includes:

- licensed structural engineers
- licensed civil engineers
- licensed electrical engineers
- mechanical engineers
- certified building plans examiners
- certified fire plans examiners
- CASp plans examiners
- LEED certified plans examiners

All EsGil plan review engineers are International Code Council (ICC) Certified and are required to have previous experience working in government building departments. Structural reviews are always performed by or under the supervision of one of our licensed structural engineers. Please see **Attachment A** for a list of our staff titles and qualifications.

In addition to their ICC Certification, all of our plan review staff attends various training courses presented by such building organizations as ICC and California Building Officials (CALBO) with many of our staff members highly sought-after to lecture, teach, and mentor. We also provide in-house training and cross-training to staff on a regular basis.

Our involvement and support for our local building organizations is a priority for our company and our staff. Kurt Culver, President of EsGil Corporation, currently serves as a member of CALBO's Structural Safety Committee, and two other staff members have formerly served as President of the Structural Engineers Association of San Diego.

We are also active members of the following organizations:

- International Code Council (ICC)
- International Association of Plumbing and Mechanical Officials (IAPMO)
- International Association of Electrical Inspectors (IAEI)
- American Concrete Institute (ACI)
- California Building Officials (CALBO)
- County Building Officials (CBOAC)
- Structural Engineers Association (SEAOSD)
- Structural Safety Committee
- National Fire Sprinkler Association (NFSA)

As well as serving on numerous committees for these organizations, our staff is also involved with the California Seismic Safety Commission, Strong Motion Instrumentation Advisory Committee, and the Leadership in Energy and Environmental Design (L.E.E.D) Green Building Council.

At EsGil, our staff can assist with reviewing all components of building plans including:

- Architectural
- Structural
- Electrical
- Plumbing
- Mechanical
- Fire
- Energy Conservation
- Disabled Access
- Green Regulation Plan Review
- Other Local Regulations

Our highly credentialed full-time staff of plan review engineers, supervisors, and managers all work in our one office, located in San Diego, California. This allows us to maintain a high level of quality control, along with the ability to have supervisors immediately

FIRM QUALIFICATIONS

Established since 1979, EsGil Corporation is a specialized firm that offers comprehensive and professional building plan review services exclusively to local government and state agencies. We have over 35 years of history serving California Building Departments and have been a valuable resource on many issues Building Officials have had to face.



At EsGil Corporation, we understand the Building Official's role. The two corporate founders of EsGil formerly served as Director and Deputy Director of the San Diego County Building Inspection Department. The corporation presently operates the full building inspection departments and also serves as the Building Official for the California cities of Del Mar, Encinitas, Lemon Grove, Poway, Santee, and Solana Beach. Responsibilities include providing on-site staff for the public counter, building inspection, and supervision, in addition to plan check in both the city offices and at our local office.

During our time in business, we've maintained a solid and reliable reputation throughout the Building and Safety community. We've created strong relationships with government agency staff, designers, and applicants, in addition to becoming familiar with ordinances, policies, and procedures for each client.

Our company experience includes building plan reviews for over 200 jurisdictions, with projects totaling a valuation in excess of 60 billion dollars. Past and current plan review projects include:

- High-Rise Buildings
- Residential Projects
- Tenant Improvements
- Remodels
- Regional Shopping Centers
- Sports Arenas / Stadiums
- Masonry
- Hotels
- Resorts
- Hospitals
- Detention Facilities
- Police Stations
- Fire Stations
- City Halls
- Libraries
- Schools
- Industrial Facilities
- Hazardous Occupancies
- Trash Recycling
- Seismic Upgrades
- Casinos

STAFF

EsGil is committed to providing excellent personnel able to work closely and efficiently with all City staff. We have been successful in our ability to attract, develop, and retain a quality workforce, readily available to serve our client jurisdictions.

Through EsGil Corporation, the City will have available a depth of exceptionally trained and qualified professionals from all engineering disciplines. Our diverse and experienced staff allows us to be adaptable, accommodating, and attentive.

TIMELINES




During our thirty-five years in the business, we have always been able to meet our agreed-upon review times. We have a very thorough tracking system and always stay apprised of the workload of our staff and the complexity of each project to ensure our contractual turnaround times are achieved. The following is a list of our proposed turnaround times for each type of job assigned:

PROPOSED TURNAROUND TIMES: (business days)

TYPE OF PROJECT	INITIAL REVIEW	RECHECK
Single Family Dwellings	5-7 days	5 days
Apartments	10 days	5 days
Tenant Improvements	5-7 days	5 days
Commercial/Industrial	10-15 days	5 days
Plan Changes	5 days	5 days

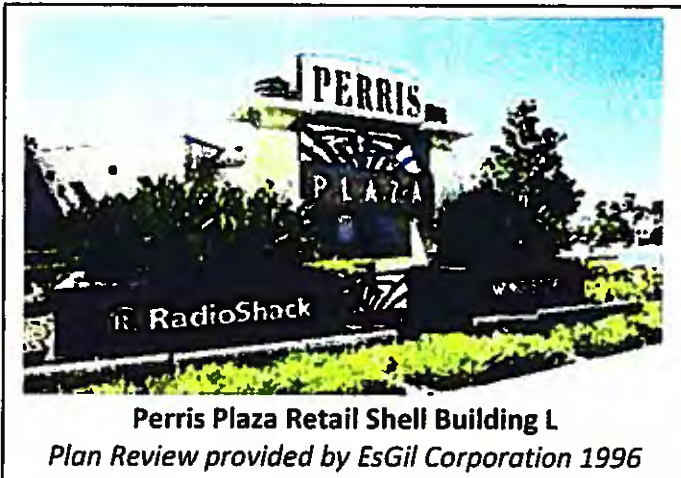
Accelerated / "Fast Track" plan reviews can be performed on overtime, in half of the normal turnaround times or as requested by the Building Official.

REFERENCES

 <p>City of Temecula Building and Safety Department 41000 Main Street Temecula, CA 92590</p>	<p>Mr. Steve Lankenau Building Official Phone: 951.694.6476 e: steve.lankenau@cityoftemecula.org</p>
 <p>City of Menifee Building and Safety Department 29714 Huan Road Menifee, CA 92586</p>	<p>Mr. Colin McNie Building Official Phone: 619.672.6777 e-mail: cmcnie@cityofmenifee.us</p>
 <p>City of Moreno Valley Building & Safety Division 14177 Frederick Street Moreno Valley, CA 92552</p>	<p>Mr. Allen Brock Building Official Phone: 951.413.3354 e-mail: allenb@moval.org</p>

available to resolve any issues that may arise. Through EsGil Corporation, these services are accessible to our clients without limitation. EsGil managers are always available for designer questions and concerns, policy decisions, problem resolution, applicant appeals, quality control, and supervision. This level of expertise and experience would typically not be affordable by an individual jurisdiction alone, but is available on an as-needed basis through EsGil.

PLAN REVIEW APPROACH



When plans are received at EsGil, they are reviewed for completeness of submittal, and then logged into our network tracking system. Our staff enters project information into our database within 24 hours of arrival. Target times and maximum completion dates are assigned for each plan review discipline. This information is transferred to a plan check assignment list with completion deadlines as listed in the contract.

During the review, all disciplines work as a team on each project. A supervisor oversees all reviews, consults with staff

and City staff as needed, and performs spot checks for quality control. The assigned Plan Review Engineer coordinates his/her review with the other plan check disciplines to ensure good communication and coordination of listed deficiencies.

The reviewers first perform an overview of the project, and then use our copyrighted checklists to focus on the areas of concern. EsGil Corporation assures that corrections are communicated as quickly and as clearly as possible. All corrections are identified based on compliance with specified codes and regulations.

During the plan review process, our staff is prepared to meet with the applicant, designers, City employees or consultants. Telephone discussions or meetings are welcomed to ensure that any plan review issues are handled as efficiently as possible. Our process has been designed to not only be convenient for our client jurisdictions, but also highly convenient for the designers and permit applicants being served.

With clients outside of our city, county, and state limits, the success of our company relies on our ability to provide plan review services as efficiently as any local City consultant. We have an "800" toll-free number for the use of the jurisdiction, applicants, and designers.

Once a plan review has been completed, our administrative staff will contact the listed applicant to advise them on the status. Copies of the corrections are then sent to the applicant and client via e-mail, fax, or mail. Resubmitted plans can be submitted directly to the City, or may be e-mailed, shipped, or delivered directly to our office. At completion, two sets of the final plans will be stamped, perforated, or sent as-is, back to the City of Perris Building Department. Our administrative staff reviews all plans returned for completeness of forms, and tracks all fees for billing per the client's contract.

Attachment B is an additional list of long-term clients who are familiar with our services and are willing to share their experiences. We encourage you to contact any of our clients to evaluate our professional quality and public relations.

FEES

ESGIL CORPORATION PLAN REVIEW SERVICE FEE TO REVIEW FOR COMPLIANCE WITH ADOPTED BUILDING, ELECTRICAL, MECHANICAL, AND PLUMBING CODES

FEE TABLE

TOTAL VALUATION	PLAN REVIEW FEE
\$1.00 to \$500.00	\$10.58
\$501.00 to \$2,000.00	\$10.58 for the first \$500.00 plus \$1.37 for each additional \$100.00, or fraction thereof, to and including \$2,000.00.
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\$100,001.00 to \$500,000.00	\$447.28 for the first \$100,000.00 plus \$2.52 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00.
\$500,001.00 to \$1,000,000.00	\$1,455.28 for the first \$500,000.00 plus \$2.14 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00.
\$1,000,001.00 and up	\$2,525.28 for the first \$1,000,000.00 plus \$1.42 for each additional \$1,000.00, or fraction thereof.

This fee includes:

- Preliminary consultation by phone, fax, mail or meeting in EsGil's office.
- Typed lists of code deficiencies provided to the designer and jurisdiction for all initial reviews and rechecks.
- All required rechecks of corrections.
- All liaisons with UCSD staff on discretionary items and appeals.
- All overtime necessary to meet agreed service times.
- Telephone recheck conference or in person recheck conferences with all plan review engineer disciplines.
- Arrangement for delivery of plans to jurisdiction.

Proposed revisions to plans or deferred submittals after completion of plan review will be reviewed at our preferred hourly rates as listed below:

EsGil Corporation Hourly Rates

Supervising Structural Engineer	\$135.00
Structural Engineer	\$120.00
CASp / LEED Plans Examiner	\$120.00
Civil Engineer	\$105.00
Electrical Engineer	\$105.00
Mechanical Engineer	\$105.00
I.C.C. Plans Examiner	\$90.00

EsGil Corporation

Building Safety Services

9320 Chesapeake Drive, Suite 208 • San Diego, California 92123
(858) 560-1468 • (800) 983-7445 • www.esgil.com

**CITY COUNCIL
AGENDA SUBMITTAL**

Meeting Date: August 11, 2015

SUBJECT: City Committees

REQUESTED ACTION: It is requested that the Mayor and City Council approve the appointments for three newly created committees.

CONTACT: City Manager

BACKGROUND/DISCUSSION: At the March 6, 2015 Strategic Plan Meeting, City Manager Belmudez was assigned to work with Mayor Pro Tem Burke and former Councilmember Rodriguez to complete the following objective:

Review the Mission and purpose of the City's existing commissions and committees and make recommendations to the City Council for possible creation, consolidation and/or elimination.

At the May 12, 2015 City Council Meeting the City Council directed staff to advertise and begin the recruitment of citizens to participate in three new citizen's advisory groups. The previous members of the Public Safety Commissioners will be reassigned to the Community Development Committee and an Economic Development and Beautification Committee will be established.

Twenty one applications were received. Staff reviewed the applications and consulted with Mayor Pro-Tem Burke to complete the proposed committee assignments based on the eligible individuals respective experience and Committee preference.

A list of recommended appointments is included as Exhibit A. It is also proposed that the Committees include advisory members who may not reside or have a business in the City but are representative and associated with and community based stakeholder groups such as the Historical Society and local Chambers of Commerce. It is also recommended that two City Council members (a primary and an alternative) be assigned to each committee to serve as a liaison. There is no stipend or compensation associated with appointment of committee members.

BUDGET (or FISCAL) IMPACT: None

Reviewed by:

City Attorney

N/A

Assistant City Manager

N/A

Attachments:

Attachment A - Proposed Committee Assignments

Attachment B - Copies of Committee Applications

Attachment C - May 12, 2015 Memorandum to the City Council

Consent:

8-11-15

Public Hearing:

Business Item:

Other:

**CITY COUNCIL
AGENDA SUBMITTAL**

Meeting Date: August 11, 2015

SUBJECT: Review of Current Cost of Service Fees (User Fees)

REQUESTED ACTION: Authorize the City Manager to sign an agreement with Matrix Consulting Group to conduct a Comprehensive User Fee Study

CONTACT: Jennifer Erwin, Assistant Director of Finance

BACKGROUND/DISCUSSION:

The City charges user fees for services such as permit processing, inspections, and plan checking. User fees are set based upon the actual cost of service provided and the California Constitution (Propositions 13, 218 and 26) and various state laws control how local agency fees are calculated. In general, the City cannot charge more than the reasonable cost to provide the service.

The City's current deposit based user fee schedule has been in place for 17 years, adopted by Resolution No. 2659 on July 28, 1998. Other fees related to fire and construction permits, fire/life safety inspections, and foreclosure registration were adopted by Resolution No. 2715 on June 29, 1999, Resolution No. 4174 on January 13, 2009, and Resolution No. 2758 on November 9, 1999, respectively.

Normally a City will update its user fee schedule every 5-7 years because the underlying costs and the types of costs can change. It is likely the cost of service for many of the City of Perris' planning and building services is now higher than the applicable fee charged to residents and developers. Current user fees generate approximately \$2M per year. This fee study will provide the City with a basis for future fee adjustments if deemed necessary and the potential to reduce the projected deficits in the general fund for fiscal years 15/16 and 16/17.

Matrix Consulting Group will gather information by conducting staff interviews with those providing the end user services, and compile data to identify the total cost of providing each City service at the appropriate activity level. At the conclusion of the project, which will be completed within 3 months, Matrix will deliver a report that compares the City of Perris' fees and the fees of other Western Riverside County Area cities. They will also include in the draft report recommendations regarding cost recovery levels on a fee-by-fee basis.

If approved by the City Council, the expenditure amount for Matrix Consulting Group will be up to, but not in excess of, \$19,000.

BUDGET (or FISCAL) IMPACT:

The contract with Matrix Consulting Group is a "not to exceed" contract for \$19,000. The expenditure will be an addition to the general fund budget.

Reviewed by:
Assistant City Manager *RC*
City Attorney

Attachments: Matrix Agreement to Provide Professional Consulting Services

Consent

AGREEMENT TO PROVIDE PROFESSIONAL CONSULTING SERVICES TO THE CITY OF PERRIS, CALIFORNIA

Matrix Consulting Group

THIS AGREEMENT, entered into this day of August, 2015 and effective immediately by and between Matrix Consulting Group (hereinafter called the "CONSULTANT" and the City of Perris, California (hereinafter called "CITY"), WITNESSETH THAT,

WHEREAS, CITY desires to engage the CONSULTANT to Conduct a Comprehensive User Fee Study (the "Project").

NOW, THEREFORE, the parties hereto mutually agree as follows:

- (1) **Employment of Consultant.** CITY agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to perform the services described in CITY'S Request for Proposals dated June 23, 2015 and incorporated into this Agreement as Attachment A; and CONSULTANT'S Proposal dated July 27, 2015 and incorporated into this Agreement as Attachment B.
- (2) **Time of Performance.** The services to be performed hereunder by the CONSULTANT shall be completed within 100 days of the Project start date, unless this Agreement is terminated earlier as provided for herein.
- (3) **Compensation.** The CITY agrees to pay the CONSULTANT a sum not to exceed the contract amount of **NINETEEN THOUSAND DOLLARS (\$19,000)**. CONSULTANT agrees to complete the Project and all services provided herein for said sum.
- (4) **Method of Payment.** The CONSULTANT shall bill monthly for hours completed to date as described in CONSULTANT'S Price Proposal. Total payments shall not exceed the amount shown in (3), above. CITY shall pay invoices within thirty (30) days of receipt.
- (5) **Changes.** CITY may, from time to time require changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, which are mutually agreed upon by and between CITY and the CONSULTANT, shall be incorporated in written amendment to this Agreement.
- (6) **Services and Materials to be Furnished by CITY.** CITY shall furnish the CONSULTANT with all available necessary information, data, and material pertinent to the execution of this Agreement. CITY shall cooperate with the CONSULTANT in carrying out the work herein and shall provide adequate staff to liaison with the CONSULTANT.

- (7) **Termination of Agreement.** If, for any cause, the CONSULTANT shall fail to fulfill in timely and proper manner his obligation under this Agreement, as provided in Attachment B, CITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.
- (8) **Information of Reports.** The CONSULTANT shall, at such time and in form as CITY may require, furnish such periodic reports concerning the status of the project, such statements, and copies of proposed and executed plans and other information relative to Project as may be requested by CITY. The CONSULTANT shall furnish CITY, upon request, with copies of all documents and other material prepared or developed in relation with or as part of Project.
- (9) **Records and Inspections.** CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of one year after the completion of the Project. CITY shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings, and activities.
- (10) **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
- (11) **CITY Not Obligated to Third Parties.** CITY shall not be obligated or liable hereunder to any party other than the CONSULTANT.
- (12) **When Rights and Remedies Not Waived.** In no event shall the making by CITY of any payment to the CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may exist on the part of the CONSULTANT and the making of any such payment by CITY while any such breach or default shall exist in no way impairs or prejudices any right or remedy available to CITY in respect to such breach or default.
- (13) **Hold Harmless.** To the full extent provided by law, CONSULTANT agrees to indemnify, defend and hold harmless the CITY, its officers, employees and agents, against any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorneys' fees, or paying any judgment (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work or services of CONSULTANT, its officers, agents, employees, agents, subcontractors, or invitees, provided for herein ("indemnitors"), or arising from CONSULTANT'S indemnitors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, except claims or

liabilities to the extent caused by the negligence or willful misconduct of the CITY'S agents, officers and employees.

- (14) **Insurance.** CONSULTANT agrees to maintain insurance during the term of this Agreement: for comprehensive general liability in the amount of \$2,000,000 per occurrence and \$4,000,000 in aggregate; automobile liability insurance in the amount of \$1,000,000; workers' compensation insurance in the amount of \$1,000,000 and professional liability in the amount of \$1,000,000 per occurrence and \$3,000,000 in aggregate. CONSULTANT shall provide CITY with an insurance certificate which names the CITY as an additionally insured.
- (15) **Personnel.** The CONSULTANT has all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by the CONSULTANT or under CONSULTANT'S supervision, and all personnel engaged in the work shall be qualified to perform such services.
- (16) **Assignability.** The parties hereby agree that Consultant may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of CITY.
- (17) **Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses noted below:

Jennifer Erwin
Assistant Director of Finance
City of Perris
101 N. D Street
Perris, California 92570

Richard P. Brady, President
Matrix Consulting Group
201 San Antonio Circle, Suite 148
Mountain View, California 94040

IN WITNESS WHEREOF, CITY and the CONSULTANT have executed this agreement as of the date first written above.

CITY OF PERRIS, CALIFORNIA

By: _____
Richard Belmudez, City Manager

Date:

MATRIX CONSULTING GROUP

By: _____
Richard P. Brady, President

Date:



CITY OF PERRIS

Request for Proposals

Comprehensive User Fee Study

Date Issued: June 23, 2015

Date Due: July 27, 2015

CITY OF PERRIS
RFP for Comprehensive User Fee Study

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 - III. PROJECT SCOPE OF WORK
 - IV. PROJECT CONTACT
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 - VII. SELECTION CRITERIA
-

I. PROJECT OVERVIEW

The City of Perris is requesting proposals for a Comprehensive User Fee Study.

II. GENERAL REQUIREMENTS AND INFORMATION

For a PROPOSER to be considered, the City must receive two (2) copies of the proposal by 4:00 pm on July 27, 2015 at the following address:

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

Or, one printable PDF copy via email, sent to:

Judy Haughney, Records Clerk
jhaughney@cityofperris.org

All proposals must be clearly marked: "Sealed Proposal – User Fee Study."

There is no express or implied obligation for the City of Perris to reimburse responding PROPOSER for any expenses incurred in preparing proposals in response to this request.

The City of Perris reserves the right to retain all proposals submitted, and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the PROPOSER of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Perris and the PROPOSER selected.

III. PROJECT SCOPE OF WORK

Project tasks shall include, but are not necessarily limited to, the following. If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant's proposal.

1. Work and meet with City staff to refine the project scope, purpose, uses and goals of the City's Comprehensive User Fee Study to ensure that the study will be both accurate and appropriate to the City's needs. Review project schedule and answer any questions pertaining to the successful development of the Study.
2. Meet with staff and conduct interviews as needed to gain an understanding of the City's processes and operations. Conduct a comprehensive review of the City's existing fees. This is including but not limited to the following: permits including but not limited to building permit, encroachment permit, grading permit, NPDES inspections, licenses, planning fees, building fees including inspection, mobile vendor

permit fees and miscellaneous and administrative fees. The study shall include both fees for work leading to the establishment/issuance of permits and any ongoing yearly maintenance/enforcement costs post-issuance. This study excludes all of the rates associated with City's Enterprise and Developer Impact Fee Funds. For a list of planning fees, see the following link:

<http://www.cityofperris.org/city-hall/forms/planning-forms/Planning-Fee-Schedule.pdf>

3. Identify the total cost of providing each City service and in a manner that is consistent with all applicable laws, statutes, rules and regulations governing the collection of fees, rates, and charges by public entities.
4. Compare service costs with existing recovery levels. This should include any service areas where the City is currently charging for services as well as areas where the City, perhaps, should charge in light of the City's practices, or the practices of similar or neighboring cities. Include a comparison of current City practices and similar practices of similar or neighboring cities.
5. Recommend appropriate fees and charges based on your analysis together with the appropriate subsidy percentage for those fees where full cost recovery may be unrealistic.
6. Prepare a report that identifies each service, its full cost, recommended and current cost recovery levels.
7. Prepare a report that identifies the present scope performed under the fee, the proposed scope performed under the recommended fee, present fees, recommended fees, percentage change, cost recovery percentage, revenue impact and fee comparison with other Riverside County cities or other California cities that are comparable to Perris.
8. Report on other matters that come to your attention in the course of your evaluation that in your professional opinion the City should consider.
9. Present your study to the City's management group and make necessary adjustments as requested.
10. Attend public meeting(s) and assist in preparation of the presentation for City Council to facilitate their understanding of the plan and its implications for the City and make necessary adjustments as requested.
11. Provide the City with an electronic copy of the final comprehensive study, including related schedules and cost documentation.

12. Consult with City staff should it become necessary to defend the City's User Fees as a result of any legal or other challenge.

IV. PROJECT CONTACT

Questions about the project may be directed to:

Jennifer Erwin, CPA
Assistant Director of Finance
City of Perris
101 N. D Street
Perris, CA 92570
jerwin@cityofperris.org

V. TIME REQUIREMENTS

The following is a tentative time schedule related to the requested fee studies:

1. Request for Proposal Dated: June 23, 2015
2. RFP Question Deadline July 7, 2015 (before 6 pm)
3. RFP Answers Available July 13, 2015
4. **Due date for proposals: July 27, 2015 (before 4 pm)**
5. City review of proposals: July 28 – August 3, 2015
6. Award Contract August 11, 2015

VI. PROPOSAL REQUIREMENTS

The Proposal should include the minimum information requested below in the order listed. Additional information, if provided, should be separately identified in the proposal.

Section One – Transmittal Letter

- A cover letter signed by an official authorized to solicit business and enter into contracts for the PROPOSER. The cover letter should include the name, address, email address, and phone number of contact person.

Section Two – Experience and Qualifications

- A description summarizing the PROPOSER's experience over the past five years in performing similar services to municipal clients.

- The firm's ability to produce the required product in a timely fashion and the ability to present any necessary reports or studies to elected officials and/or the general public.

Section Three – Outline Strategies and Options

- Outline methodology, planning and design strategies that will result in the development of your recommendations.

Section Four – References

- Provide references from five different clients. Include the name, email address and telephone number for a contact person from each reference.

Section Five – Estimated Project Timeline and Pricing

- Provide an estimated project timeline.
 - i. The project timeline should include individual tasks, milestones, and deliverables.
- Provide a description of the project budget itemized according to the Firm's proposed timeline and broken into each stage of work, such as the planning, development, and/or implementation stages.
- The Firm shall present a specific "not to exceed" fixed fee including associated fees (i.e. printing costs, attendance at meetings, travel) that is based on achievement of deliverables (outlined on the Firm's proposed timeline). Each phase of the work should have an itemized budget including labor costs and expenses. The proposal should include staff hourly rates.

Rights to Submitted Materials

All Proposals and related correspondence, reports, charges, schedules, exhibits and other documentation submitted with this RFP will become property of the City and a matter of public record. All documents submitted in response to this request will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to these disclosure requirements. Budgets and cost proposals submitted by PROPOSERS shall not be considered confidential or proprietary and may be subject to disclosure.

Changes to RFP

The City will post any changes to this RFP online at: <http://www.cityofperris.org/city-hall/bids.html>. Such changes become an integral part of the RFP for incorporation into any contract awarded pursuant to the RFP.

All proposal responses must be received by **4:00 pm on Monday, July 27, 2015** for a PROPOSER to be considered.

VII. SELECTION CRITERIA

Proposals may be evaluated based upon, but not limited to, the following criteria in no specific order:

- Firm expertise and competence including experience with similar projects
- Time required to accomplish the requested services
- References
- Ability to work effectively with City staff and representatives
- Proposed cost

The City retains sole discretion to evaluate proposals and may make an award to the consultant the City deems to have the most responsive proposal. Receipt of proposals in response to its RFP does not obligate the City in any way to engage any consultant and the City reserves the right to reject any or all proposals, wholly or in part, at any time, without penalty. The City shall retain the right to abandon the proposal process at any time prior to the actual execution of a contract with a consultant, and the City shall bear no financial or other responsibility in the event of such abandonment. The City reserves the right to negotiate any and all final terms and conditions including length, scope of services, and compensation of any agreements entered into.

**Proposal to Conduct a Comprehensive
User Fee Study**

CITY OF PERRIS, CALIFORNIA

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July 27, 2015

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July 27, 2015

Ms. Judy Haughney
Office of the City Clerk
City of Perris
101 N. D Street
Perris, CA 92570

Dear Ms. Haughney:

The Matrix Consulting Group is pleased to have this opportunity to submit a proposal to Conduct a Comprehensive User Fee Study for the City of Perris. The Matrix Consulting Group has significant experience working with a wide variety of jurisdictions performing cost of service analyses.

The results of this study will provide staff with the documentation and tools needed to identify indirect costs and implement overhead rates that allow for maximum cost recovery. This proposal will not only demonstrate our exceptional skills and experience to meet the City's needs, but also establish the value of choosing our firm.

- **Experience:** We have prepared a variety of financial studies for jurisdictions in California and throughout the U.S., including user fee studies for San Bernardino County, Manhattan Beach and Pasadena.
- **Qualifications:** We are proposing a uniquely qualified and experienced project team for this engagement. Our team includes Courtney Ramos, our Financial Services Manager and proposed Project Manager.
- **Client Communication and Responsiveness:** Our firm prides itself on a high level of interaction with our clients, who appreciate our attention, enthusiasm and responsiveness. This is demonstrated in our project management and continues beyond project completion. Please talk to our client references about this.

For questions pertaining to the content of this proposal or for contract negotiation, please contact me at rbrady@matrixcg.net, or at the address, phone or fax number listed on this letterhead. As President of the firm, I have the authority to sign this proposal and negotiate on its behalf.

Richard Brady
President

Richard P. Brady
Matrix Consulting Group

1. EXPERIENCE AND QUALIFICATIONS

This section of our proposal provides a brief description of our recent financial and management services qualifications and experience, as well as the proposed project team.

1. FINANCIAL SERVICES QUALIFICATIONS AND EXPERIENCE

The primary focus of our financial studies is to provide documented and defensible cost recovery studies, and most importantly ensure our clients understand the analysis and how to implement results. The table on the following page lists financial studies performed within the last five years in which members of our proposed project team participated as a project manager or analyst.

User Fee Studies	Cost Allocation Plans	User Fee & Cost Allocation
Allegan County (MI)	Central Contra Costa San. District (CA)	Austin (TX)
Asheville (NC)	Cooper City (FL)	Fort Lauderdale (FL)
Austin (TX)	Elk Grove (CA)	Huntington Park (CA)
Fresno (CA)	Fairfield (CA)	Los Altos Hill (CA)
Kissimmee (FL)	Long Beach (CA)	Manhattan Beach (CA)
Los Angeles (CA)	Santa Cruz County RCD (CA)	Maui County (HI)
Madera (CA)	Rockville (MD)	Pasadena (CA)
Oceanside (CA)	Sacramento Public Library (CA)	Petaluma (CA)
San Bernardino County (CA)	San Marcos (TX)	Richmond (CA)
San Diego (CA)	San Mateo (CA)	San Bernardino (CA)
San Francisco (CA)	Union Sanitary District (CA)	San Pablo (CA)
San Jose (CA)	Vacaville (CA)	Santee (CA)
Santa Barbara County (CA)	Watershed Conservation Authority (CA)	Seal Beach (CA)
Sunnyvale (CA)	Willits (CA)	Temecula (CA)

The focus of these projects, and all of our studies, is to enhance the efficiency and effectiveness of cost recovery policy and procedures for local government.

2. MANAGEMENT STUDIES QUALIFICATIONS AND EXPERIENCE

permitting functions for local government entities. These services have been provided as part of organization-wide studies as well as specific studies focusing solely on development review and permitting. In 2009 such a study was conducted for the City of Cupertino. The table on the following page provides a sampling of the studies conducted in the last five years (with California clients **bolded**).

Arlington (VA)	Kissimmee (FL)	Raymore (MO)
Dayton (OH)	Lee's Summit (MO)	Roseville (CA)
DeKalb County (GA)	Los Angeles (CA)	San Francisco (CA)
Flower Mound (TX)	Manatee County (FL)	Springfield (MA)
Glendale (CA)	Montpelier (VT)	Sunnyvale (CA)
Half Moon Bay (CA)	Orland Park (IL)	Sunrise (FL)
Hilton Head Island (SC)	Pasadena (CA)	West Hollywood (CA)

The Matrix Consulting Group has also conducted over 200 management studies of **public works** departments, including engineering. Recent examples include:

Beverly Hills (CA)	Imperial Irrigation District (CA)	San Luis Obispo (CA)
Brockton (MA)	Oakland (CA)	Scarsdale (NY)
Cedar Rapids (IA)	Orland Park (IL)	Springfield (MA)
Denton (TX)	Palo Alto (CA)	Sunnyvale (CA)
Deltona (FL)	Niles (IL)	Tomales Village CSD
Falmouth (MA)	Sacramento (CA)	United Nations (NY)
Goodyear (AZ)	San Clemente (CA)	White Plains (NY)

Additionally, our experience encompasses a wide variety of organization-wide studies that have encompassed overall organizational analysis. We have conducted over 75 organization-wide studies in our careers. The following table provides a sampling of these studies:

Albuquerque, New Mexico	Greenbelt, Maryland	Orland Park, Illinois
Avon, Connecticut	Half Moon Bay, California	Rancho Mirage, California
Barstow, California	Hanford, California	Rancho Palos Verdes, California
Brattleboro, Vermont	Johnson County, Kansas	Raymore, Missouri
DeKalb County, Georgia	Lathrop, California	Roseville, California
Deltona, Florida	Monroe County, Michigan	Spokane, Washington
Franklin Township, NJ	Monrovia, California	Sunnyvale, California
Fort Morgan, Colorado	Montpelier, Vermont	Walnut Creek, California
Goodyear, Arizona	North Miami Beach, Florida	Waltham, Massachusetts

Our experience with management and organizational studies gives us a unique understanding of the process and workflows associated with the various services provided by departments, both permit and non-permit related. This information is incorporated into our financial studies and used to better outline and define services and service level assumptions, as well as strengthen the overall results.

3. PROPOSED PROJECT TEAM

Each member of our proposed project team has successfully managed or participated in similar studies to the City's requested scope of work. The team members proposed for this project are all full-time employees of the Matrix Consulting Group and have worked with each other as part of a team on User Fee and Cost of Service projects over the course of their careers. The specific roles of each proposed project

team member are outlined below:

- **Courtney Ramos:** Financial Services Manager for the Matrix Consulting Group, and will serve as the **Project Manager**. As the project manager, Ms. Ramos will be the primary contact for the project and will provide her expertise by leading interviews, discussing draft reviews, and presenting final results.
- **Khushboo Hussain:** A lead consultant with the Matrix Consulting Group, and will serve as the **Lead Project Analyst**. Ms. Hussain will participate in interviews and coordinate necessary data collection for the financial analysis, as well as develop customized excel models.

The established team dynamic of the proposed project team helps facilitate communication and efficient work practices. By utilizing a core team, we ensure that information is disseminated quickly among team members and incorporated into all aspects of the study.

Summaries of the experience of our proposed project team are provided below.

- **COURTNEY RAMOS:** Since joining the firm in 2004, Ms. Ramos has managed and assisted with a number of cost allocation plan, user fee, management, operations, and staffing analyses for our California and national clients. Most recently, Courtney managed or significantly assisted on fee studies for the following jurisdictions: Kissimmee (FL), Asheville, (NC) Austin (TX), Pasadena (CA), Seal Beach (CA), and Santa Barbara County (CA). She also managed or played a significant role in cost allocation plan development for the cities of Long Beach (CA), San Marcos (TX), Fort Lauderdale (FL), and Rockville (MD). In addition to her analytical work on client projects, Ms. Ramos developed the Cost Allocation Model used by the Matrix Consulting Group. She received an AS in Sociology, and an AA in Administration of Justice from Santa Barbara Community College, CA.
- **KHUSHBOO HUSSAIN:** Based in our Mountain View office, Ms. Hussain is part of our Financial Services Division. Most recently, Ms. Hussain has assisted with financial management studies for the following jurisdictions: Long Beach (CA), Pasadena (CA), Kissimmee (FL), Ft. Lauderdale (FL), Austin (TX) Fresno (CA), San Pablo (CA), and San Mateo (CA). Prior to joining the Matrix Consulting Group, Ms. Hussain was an analyst in international relations and government service delivery. She received a BA in International Economics and an MA in International Affairs from the University of California – San Diego.

2. OUTLINE STRATEGIES AND OPTIONS

Our staff are experienced and effective project managers with proven track records for providing practical recommendations and implementation strategies. Every project is unique, and is managed utilizing the following two essential project approaches:

- **Reputation for effective project management:** Our clients value the personal attention, enthusiasm, responsiveness, timely delivery, and expertise provided on their projects. This attention to project management is demonstrated in our work approach, as shown in the detailed work plans provided for each project.
- **Communication with the City:** At the onset of the project, a detailed schedule will be developed outlining key deadlines and deliverables, and regular progress reports will be provided to the City's Project Manager. Our project team is known for its availability to City staff and for providing prompt responses to questions or issues that develop both during and after the project.
- **Cross-trained project team:** Our project team's background in both financial and management analysis provides them with a unique understanding of the work processes and service level assumptions behind cost and fees for service.

These approaches have led to high rates of implementation for all of our studies.

1. PROJECT OVERVIEW

The City of Perris is looking to have a comprehensive review of existing fees in order to ensure that they reflect current costs and processes, and are accurate and appropriate to the City's needs. The Matrix Consulting Group has significant experience working with a wide variety of jurisdictions performing cost of service analyses. The following points highlight the key components of our project approach and methodology to meet the needs of the City.

- **Fee Structure and Existing Service Levels:** By documenting the current services being provided by each department including the current and ideal service levels, the potential for new service areas or revenue resources can be explored.
- **Service and Cost Nexus:** Building upon the established services, a nexus between current costs and fees will be developed. This will include identification of direct and indirect costs associated with each permit or fee.
- **Revenue Analysis:** Utilizing volume statistics and estimates from previous fiscal years, the total maximum potential revenue that can be achieved by the City will

be calculated. Additional opportunities for revenue enhancement will be identified and discussed.

- **Annual Updates:** Recommendations will be provided regarding developing targeted cost recovery levels on a fee-by-fee basis, as well as a Department level. These recommendations will also include templates, which will allow the City to calculate future service costs.

Overall, the results of this study will provide staff with the documentation and tools needed to identify indirect costs and implement fee structures that allow for maximum cost recovery.

2. SCOPE OF WORK

The following tasks provide a detailed look at our proposed work plan, including a narrative, associated activities, and projected staff time requirements.

Task 1 Determine and Review Initial Documentation

The project team will provide Perris with a written "Data Collection List" outlining documents and information needed prior to our first onsite visit. This data request typically includes the following items:

- Current Fiscal Year adopted Budget for all Departments and Divisions involved in the study.
- Revenue reports for all Departments and Divisions involved in the study.
- List of all budgeted personnel by Department / Division.
- List of all current fees being charged by the City to be included in the analysis.

Before our first on-site visit, we will review this information to familiarize ourselves with strengths, weaknesses and opportunities for improvement related to the City's existing fee structure. In addition, we will familiarize ourselves with the budgetary and staffing structures relevant to fees for service.

Project Deliverable – MCG	City Services Required
<ul style="list-style-type: none"> • List of basic data requirements for the Study 	<ul style="list-style-type: none"> • Basic data requirements for the Study as listed by the Matrix Consulting Group (staffing, salary, budget, etc.)
<p>Estimated Hours: 1 - 2 hours for Finance</p>	

Task 2 Project Initiation – Establish Perris Goals and Objectives for the Study, and Identify Trends and Plans Which Impact Cost Recovery Analysis and Policy.

To effectively analyze and present the full cost of providing City services, it is important that the project team develops an understanding of key issues which impact and shape the City's service delivery and cost recovery policies. To develop this perspective and customize the structure of the project, we plan to do the following:

- Conduct an initial meeting with Perris's management staff to solidify the exact parameters of the Study.
- Develop a detailed project management plan, including timelines and associated deliverables.
- Conduct discussions regarding Perris' current fee structure and any potential changes
- Identify current cost recovery policies or established subsidies.

As a "user fee" study, the Matrix Consulting Group does not propose to evaluate any fines, taxes, utility rates, or impact fees. Services and activities included in the study are those that are defined specifically by an estimate of staff time.

Project Deliverable – MCG	City Services Required
<ul style="list-style-type: none"> • On-site meeting with City management involved in or impacted by the Study • Project Management Plan 	<ul style="list-style-type: none"> • Designated project management representative • Approval of work plan as provided by the Matrix Consulting Group
Estimated Hours: 0.5 hours per executive staff member attending the meeting.	

Task 3 Develop a Schedule of Current and Potential Fees for Service

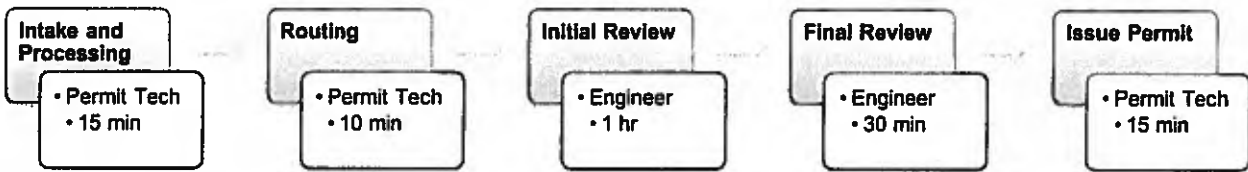
Current, as well as potential fees and charges will be identified and documented. Meetings with each department will identify the areas of greatest potential cost recovery, and structure and expand existing fee schedules for both optimum cost recovery and fairness and equitability to the applicant for services.

At this time, the project team will request volume statistics to be used for staff utilization and cost/revenue comparisons later in the analysis.

Project Deliverable – MCG	City Services Required
<ul style="list-style-type: none"> On-site meeting to discuss and revise fee structures for each department Thorough review of existing documentation and analyses that support the Department's current fee structure and operations 	<ul style="list-style-type: none"> Participation in discussion of existing and proposed fee items for the analysis Review, comment, and approval of fee structure report prepared by the Matrix Consulting Group.
Estimated Hours: 3 hours per department	

Task 4 Conduct Time and Activity Data Gathering Workshops

The project team will conduct a total of two workshops to gather time and activity estimates for each service included in the study, interviewing key personnel from each department and analyzing the various activities being performed within it that are both revenue and non-revenue generating. The following flowchart shows an example of the steps involved in processing a permit and the staff and time associated with each step.



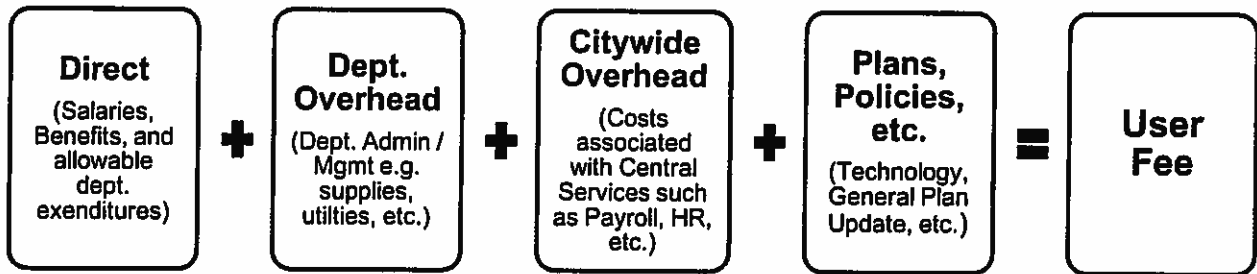
As the flowchart above shows, basic process steps in application / permit processing will be documented and provided in the Departmental detail for each department represented in the study.

Project Deliverable – MCG	City Services Required
<ul style="list-style-type: none"> Facilitation of two-days of meetings related to available net hour calculations, documentation of service levels. 1 - 2 iterations of review to achieve a defensible and reasonable allocation of staff time to fee and non-fee activities 	<ul style="list-style-type: none"> Attendance at workshop meetings Provision of follow up data or discussion as needed
Estimated Hours: 3 - 7 hours per department	

Task 5 Perform a Total Cost Analysis

The Matrix Consulting Group's costing model is built based on Perris's operations, budget detail and intended uses for the results. This method is a customized approach, specific to each jurisdiction, for cost analysis of user fee services. This costing method uses time and annual activity level data to establish the cost of providing services on both a unit and annual level. Once the time spent for a fee activity is determined for each individual or position, the team uses its fee and rate software to

apply applicable City costs to the calculation of the full cost of providing each service. The following chart describes the typical costs considered as applicable to fees.



Resulting costs are presented on a unit and annual level, and are compared to the existing fee schedule and revenue reports. The City will obtain information about cost recovery surpluses and deficits on both a detailed (per unit) and global (annualized) level, as well as an understanding of cost components for each service.

Project Deliverable – MCG	City Services Required
<ul style="list-style-type: none"> Detailed documentation of current charges versus the actual cost of providing services from both a cost per unit and annual cost perspective 	<ul style="list-style-type: none"> Provision of follow up data or discussion as needed
Estimated Hours: 1 - 3 hours per department	

Task 6 Analysis of Recoverable Revenue

Utilizing each department’s billing statistics, receivables, and workload data, the project team will analyze potential and actual recoverable revenue. This will help the City understand how workload volume impacts revenue and cost subsidies. While potential revenue can be identified, recoverable revenue is dependent upon the following factors:

- Current policies and legal restrictions, which limit Perris's ability to increase fees and thereby revenue recovery.
- Economic and revenue impacts of proposed and recommended fee levels and methodologies, including compliance with policies and fee affordability for small projects and applications.

These factors influence the actual recoverable revenue of a department and directly influence the self-sustainability of a department / division. City staff can use this information to shape or alter current or future City policies on cost recovery.

Project Deliverable – MCG	City Services Required
<ul style="list-style-type: none"> • Discussion of internal and external policies limiting fee increases • Analysis of potential and actual recoverable revenue 	<ul style="list-style-type: none"> • Provide documentation regarding current City policies • Attendance at meetings related to discussion of revenue results
Estimated Hours: 2 - 4 hours per department	

Task 7 Review / Revise the Fee Study Results with Departments and City Management

Because the analysis of fees for service is based on estimates and information provided by City staff, it is extremely important that all participants are comfortable with our methodology and with the data they have provided. Once the departments agree that the analysis reflects the reasonable costs of providing services, City management will have an opportunity to review the results.

The project team will address implementation strategies that consider both policy issues and goals for optimum cost recovery. While it is generally desirable to eliminate any subsidies, discussions regarding the feasibility of raising fees based on political climate, legal restrictions, and social and economic consequences must occur.

Project Deliverable – MCG	City Services Required
<ul style="list-style-type: none"> • Approval of analytical results at the Department and City management levels • Formulation of cost recovery recommendations and associated revenue impacts 	<ul style="list-style-type: none"> • Review of final analytical model documentation • Attendance at meetings related to discussion of results and economic policy implications • Follow up data or discussion as needed
Estimated Hours: 1 - 3 hours per department	

Task 8 Prepare a Final User Fee Study Report

Upon conclusion of the fee study, we will prepare a detailed report that summarizes the results of each of the previous work tasks described above. This report will include the following:

- A succinct executive summary discussing the study, the methodology, the results, and their compliance with state and local laws.
- A narrative describing the services included in the study (i.e., user fees & development exaction fees), as well as any revenue enhancement and operational recommendations specific to your organization and based on our extensive experience with hundreds of jurisdictions, as well as key decision making points to be considered.

- Appendices that compare existing and potential cost recovery on a unit and annual basis by department.

The report will be reviewed, revised and finalized with Department and City management.

Project Deliverable - MCG	City Services Required
<ul style="list-style-type: none"> • Preparation and approval of the Final City-wide User Fee Study report • Detailed back-up documentation for each department included in the study. 	<ul style="list-style-type: none"> • Review and approval of Final Report drafts.
Estimated Hours: 1 hour per reviewer	

Task 9 Present the Final Report to the City Council

The presentation of results to City officials and/or stakeholders is critical to the success of the overall engagement. Because the product from the study is often controversial, the objective of this final step is to present a succinct summary that provides decision makers with key information. The Matrix Consulting Group will attend and present the Study at up to two City Council study sessions or meetings. Additional meetings can be arranged at cost.

Project Deliverable – MCG	City Services Required
<ul style="list-style-type: none"> • Presentation of Study results at two regularly scheduled Council study sessions or meetings. 	<ul style="list-style-type: none"> • Preparation discussion with the consultant and review of any presentation materials required for Board meetings • Preparation of City Staff Report
Estimated Hours: 4 hours Finance Department	

3. REFERENCES

The following section provides five references for recent projects, which our firm, as well as the Project Manager and proposed project team, has worked on which have similar scopes of work and project deliverables.

Client	Contact Name / Position	Email Address	Phone Number
Manhattan Beach, CA	Steve Charelian Revenue Services Mgr	scharelian@citymb.info	(310) 802-5555
San Bernardino County, CA	Larita Manalli Administrative Mgr	Lariat.manalli@lus.sbcounty.gov	(909) 387-4000
Kissimmee, FL	Craig Holland Development Services Mgr	cholland@kissimmee.org	(562) 570-6770
Asheville, NC	Christy Bass Business Services Sup	cbass@ashevillenc.gov	(828) 259-5808
Madera, CA	David Merchen Community Dev. Dir.	dmerchen@cityofmadera.com	(559) 661-5430

The following points provide further project descriptions for the above references:

- **Manhattan Beach, California:** The Matrix Consulting Group updated the City's Cost Allocation Plan and User Fee study in accordance with best management practices. The project team worked with City staff to refine allocation methodologies and update cost information to ensure that the Cost Allocation Plan provided fair and equitable results to all receiving departments and funds. As part of the User Fee Study, fee structures were streamlined to reflect current services, and indirect costs were incorporated to provide the City with an accurate picture of the full cost of providing fee related services.
- **San Bernardino County, California:** The Matrix Consulting Group is in the process of completing a cost of services study for the County of San Bernardino's Land Use Services Department. The project team worked closely with staff to revise and strengthen current fee schedules to reflect current services provided. As part of this study, the project team helped the County transition from a valuation-based plan review and inspection structure to a square-footage based structure. This transition provided a more accurate and defensible representation of the services being provided by the Building division.
- **Kissimmee, Florida:** The Matrix Consulting Group performed a Development Services User Fee and Process Study for the City of Kissimmee. Utilizing our unique background of management and financial services, the project team

reviewed the City's development review processes and identified areas for improving services, time standard benchmarks, and helped strengthen and improve the current fee structure. As part of the fee study process, Building fees were assessed in order to ensure that fees reflected current services provided and desired service levels.

- **Asheville, North Carolina:** The Matrix Consulting Group performed a User Fee study specifically for the City of Asheville's Parks and Recreation Department. The project team worked with staff to assess current cost recovery levels on a program-by-program basis, and set target cost recovery goals based upon the benefit to the users of the service. A key focus of this study was to identify areas of greater cost recovery associated with premium services such as the Tennis and Nature center compared to subsidized programs such as the Skate Park.
- **Madera:** The Matrix Consulting Group performed a Cost of Services Study for Development Services, including Building, Planning, Fire, and Public Works. The project team worked closely with staff to revise and strengthen current fee schedules to reflect current services provided. As part of this study, the project team helped the District transition from a valuation based fee schedule to a square footage based fee schedule.

We would be pleased to provide the City any other references desired.

4. ESTIMATED PROJECT TIMELINE AND PRICING

The following sections provide our proposed project timeline and project cost broken out by task.

1. PROPOSED SCHEDULE

The typical timeframe for a study of this nature is three months. The following table outlines the project schedule for this study on a task-by-task basis.

Task	1	2	3	4	5	6	7	8	9	10	11	12
1. Initial Documentation	■											
2. Project Kick-off	■	■										
3. Current & Potential Fees		■	■	■	■							
4. Data Workshops		■	■	■	■	■	■	■				
5. Total Cost Analysis			■	■	■	■	■	■	■			
6. Analysis of Recoverable Revenue				■	■	■	■	■	■	■		
7. Review / Revise Results						■	■	■	■	■	■	
8. Prepare Final Report								■	■	■	■	■

All timelines can be adjusted based upon the City's schedule and other commitments in agreement with City staff. Presentation of results and adoption by City Management would occur after delivery and approval of the final report, at the discretion of the City. Delivery of analytical summaries and worksheets, or automatic update mechanisms would occur after City Management approval.

2. PROPOSED PROJECT COST

The Matrix Consulting Group is prepared to conduct a comprehensive user fee study at the level of detail described in this proposal for **\$19,000**, for professional time within our hourly rates. The table on the following page provides a breakdown of team member hours and project costs by task.

CITY OF PERRIS, CALIFORNIA
Proposal to Conduct a Comprehensive User Fee Study

Task	Project Manager	Lead Analyst	Total Cost
1. Initial Documentation	2	4	\$760
2. Project Kick-off	4	2	\$860
3. Current & Potential Fees	4	4	\$1,080
4. Data Workshops	8	16	\$3,040
5. Total Cost Analysis	8	20	\$3,480
6. Analysis of Recoverable Revenue	4	8	\$1,520
7. Review / Revise Results	8	12	\$2,600
Subtotal	50	76	\$16,360
RATE PER HOUR	\$150	\$100	
TRAVEL			\$2,640
TOTAL PROJECT COST			\$19,000

We would be prepared to enter into a fixed price contract for any / all scopes of work included above. This fixed price includes all reimbursable expense, including travel and report production. Our typical procedure for invoicing is to bill on a monthly basis for hours and expenses incurred on the project. We are also open to invoicing on a deliverable basis.

CITY COUNCIL/REDEVELOPMENT AGENCY
AGENDA SUBMITTAL

Meeting Date: August 11, 2015

SUBJECT: Graffiti Tracker, Inc. Contract

REQUESTED ACTION: Renew Annual Graffiti Tracking Contract with Graffiti Tracker, Inc.

CONTACT: Daryl Hartwill, Assistant Director of Public Works

BACKGROUND/DISCUSSION: The City of Perris is committed to keeping the community and its neighborhoods visibly free from vandalism and graffiti. During the past 7 years, graffiti vandalism has been reduced significantly through information provided by Graffiti Tracker to law enforcement.

Graffiti Tracker, Inc. identifies and tracks graffiti slogans, names and tagging crews, threats against law enforcement and others. Offenders are prosecuted and restitution is ordered by the courts.

BUDGET (or FISCAL) IMPACT:

The budgetary impact of this contract agreement will not have a significant cost increase. This contract for term will be for two years. Annual contract amount is \$18,900.

Reviewed by:

City Attorney
Assistant City Manager *De*

Attachments:

Consent:

PROFESSIONAL SERVICES AGREEMENT

(City of Perris and Graffiti Tracker Inc.)

THIS PROFESSIONAL SERVICES AGREEMENT is made as of August 1, 2015 by and between the City of Perris, (“Agency”), and Graffiti Tracker Inc. (“Contractor”).

RECITALS

1. Agency has determined that it requires professional services from a Contractor to provide graffiti analysis and tracking services for the Agency.
2. Agency desires to retain Contractor, as an independent contractor to provide such services on an as needed basis.
3. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. Contractor’s Services.

- a. **Scope and Level of Services.** The nature, scope, and level of the specific services to be performed by Contractor are as set forth in Exhibit A, attached to this Agreement and incorporated herein as though set forth in full. Agency is retaining Contractor pursuant to this Agreement on a non-exclusive basis and reserves the right to retain other professionals to perform similar service if Agency determines such services are needed.
 - b. **Time of Performance.** The services shall be performed in a timely manner and on a regular basis in accordance with the written instruction of the Contract Administrator. Time is of the essence in the performance of this Agreement.
2. **Standard of Care.** As a material inducement to Agency to enter into this Agreement, Contractor hereby represents and warrants that it has the professional expertise and experience necessary to undertake the services to be provided herein.
 3. **Compliance with Law.** All services rendered hereunder by Contractor shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of Agency and any federal, state or local governmental agency having jurisdiction in effect at the time

service is rendered.

4. **Term of Agreement.** This Agreement is effective on the date set forth in the initial paragraph of this Agreement and shall remain in effect for a period of 24 months, unless earlier terminated pursuant to Section 15.
5. **Compensation.** Agency agrees to compensate Contractor for its services according to the fee and payment schedule set forth in Exhibit B, attached hereto and incorporated herein as though set forth in full. In no event shall the total compensation and costs payable to Contractor under this Agreement exceed the sum of \$37,800 unless specifically approved by the City Council. Agency agrees that services may not begin until first payment is received.
6. **Ownership of Work Product.** All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of Agency without restriction or limitation upon its use or dissemination by Agency.
7. **Representatives.**
 - a. **Project Manager.** The Project Manager for the services required under this Agreement is hereby designated as Timothy M. Kephart who shall be the representative of Contractor authorized to act in its behalf with respect to the services specified herein. It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Project Manager were a substantial inducement for Agency to enter into this Agreement. Therefore, the foregoing Project Manager shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. Contractor may not change the foregoing Project Manager without the express written approval of Agency.
 - b. **Contract Administrator.** The Contract Administrator and Agency's representative shall be the Assistant City Manager, or in his/her absence, an individual designated in writing by the Contract Administrator. It shall be Contractor's responsibility to assure that the Contract Administrator is kept informed of the progress of the performance of the services, and Contractor shall refer any decisions that must be made by Agency to the Contract Administrator. Unless otherwise specified herein, any approval of Agency required hereunder shall mean the approval of the Contract Administrator.
8. **Standard of Performance.** Contractor shall perform all work to the highest professional standards and in a manner reasonably satisfactory to Agency. Contractor hereby covenants that it shall follow the highest professional standards in performing all services required hereunder.

- 9. Status as Independent Contractor.** Contractor is, and shall at all times remain as to Agency, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of Agency or otherwise act on behalf of Agency as an agent. Neither Agency nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner, employees of Agency. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold Agency harmless from any and all taxes, assessments, penalties, and interest asserted against Agency by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor further agrees to indemnify and hold Agency harmless from any failure of Contractor to comply with applicable workers' compensation laws. Agency shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to Agency from Contractor as a result of Contractor's failure to promptly pay to Agency any reimbursement or indemnification arising under this section.
- 10. Confidentiality.** Agency agrees not to use any intellectual property or information related to the Graffiti Tracker system for purposes of development or competition of another Graffiti Tracker system. Upon request, all Agency data shall be returned to Agency upon the termination of this Agreement. Contractor's covenant under this section shall survive the termination of this Agreement.
- 11. Conflict of Interest.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Contractor under this Agreement, or which would conflict in any manner with the performance of its services hereunder.
- 12. Indemnification.** Contractor agrees to indemnify, hold harmless and defend Agency and the Redevelopment Agency, and their respective officers, employees, volunteers, and agents serving as independent contractors in the role of Agency or Agency officials, (collectively, "Indemnities"), from any claim, demand, damage, liability, loss, cost or expense, for any damage whatsoever, including but not limited to death or injury to any person and injury to any property, resulting from willful misconduct, negligent acts, errors or omissions of Contractor or any of its officers, employees, or agents.
- a. Agency does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by Agency, or the deposit with Agency, of any insurance policy or certificate required pursuant to this Agreement.
 - b. This hold harmless, indemnification and defense provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. Contractor agrees that Contractor's

covenant under this section shall survive the termination of this Agreement.

13. Cooperation. In the event any claim or action is brought against Agency relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation that Agency might require.

14. Termination.

- a. Agency shall have the right to terminate the services of Contractor at any time for any reason on sixty (60) calendar days written notice to Contractor. In the event this Agreement is terminated by Agency, Contractor shall be paid for services satisfactorily rendered to the last working day this Agreement is in effect, and Contractor shall have no other claim against Agency by reason of such termination, including any claim for compensation.
- b. Contractor shall have the right to terminate this Agreement at any time for any reason on sixty (60) calendar days written notice to Agency, and Contractor shall be paid for services satisfactorily rendered to the last working day this Agreement is in effect.

15. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

Agency:

City of Perris
101 N D Street
Perris, CA 92570

Contractor:

Graffiti Tracker Inc.
2916 S 132nd St #311
Omaha, NE 68144

- 16. Nondiscrimination and Equal Employment Opportunity.** In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Contractor will take affirmative action to ensure that employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.
- 17. Assignability; Subcontracting.** Contractor shall not assign, transfer, or subcontract any interest in this Agreement or the performance of any of Contractor's obligations hereunder, without the prior written consent of Agency, and any attempt by Contractor to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.
- 18. Compliance with Laws/Licenses.** Contractor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments. Contractor shall obtain and maintain all necessary professional licenses for providing the services outlined in this Agreement.
- 19. Non-Waiver of Terms, Rights and Remedies.** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by Agency of any payment to Contractor constitute or be construed as a waiver by Agency of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by Agency shall in no way impair or prejudice any right or remedy available to Agency with regard to such breach or default.
- 20. Attorney's Fees.** In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees. The venue for any litigation shall be Los Angeles County. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted this Agreement or who drafted that portion of the Agreement.
- 21. Exhibits; Precedence.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provision of any Exhibit or document incorporated herein by reference, the provisions of this Agreement shall prevail.
- 22. Entire Agreement.** This Agreement, and any other documents incorporated herein by

specific reference, represents the entire and integrated agreement between Agency and Contractor. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

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

“Agency”

ATTEST:

City of Perris

By: _____
City Clerk

By: _____
Mayor

By: _____
City Attorney

“Contractor”

By: _____
Timothy M. Kephart

EXHIBIT A

SCOPE OF SERVICES

Contractor shall perform the following services for the City of Perris:

Responsibilities

1. Train designated personnel on how to use GPS cameras.
2. Establish graffiti tracking protocols.
3. Train personnel on how to upload graffiti data to the Graffiti Analysis Intelligence Tracking System (GAITS).
4. Provide access to GAITS to all designated personnel twenty-four hours a day, seven days a week until contract ends.
5. On a daily basis, graffiti data will be uploaded to the GAITS system from the City of Perris staff. Graffiti Tracker Inc. will be responsible for analyzing all of that data and making the results of that analysis available to the GAITS system.
6. Provide training to all designated personnel (Agency staff/law enforcement/District Attorney's Office) on how to utilize the GAITS system.

This contract constitutes a lease for access to the Graffiti Analysis Intelligence Tracking System (GAITS). Permission from the Contract Administrator will be required for anyone to have access to this system. Upon permission being granted for access to the system, a username and password will be given to those individuals and they will be granted an "Operator" level access to the GAITS system. This lease will be in effect for the duration of the contract.

EXHIBIT B

SCHEDULE OF COMPENSATION

Contractor will not be required to work on the following ten holidays:

1. January 1 (New Year's Day)
2. The third Monday in January (Dr. Martin Luther King Jr. Day)
3. The third Monday in February (President's Day)
4. March 31st (Cesar Chavez Day)
5. The last Monday in May (Memorial Day)
6. July 4 (Independence Day)
7. The first Monday in September (Labor Day)
8. November 11 (Veteran's Day)
9. The fourth Thursday in November (Thanksgiving Day)
10. December 25 (Christmas Day)

The total contract amount for the twelve-month time period commencing August 1, 2015 and ending July 31, 2017 will be an amount not to exceed \$37,800.

Effective upon the signing of this contract, an invoice for the amount of \$4,725 will be submitted by the Contractor to the Contract Administrator. Remaining invoices for \$4,725 will be submitted at 3 month intervals (November, February, May, August). Payment should be processed and received no later than 30 calendar days from the date invoice was submitted.

It is recommended that each graffiti abatement crew be equipped with one (1) camera. Services will commence once equipment has been purchased and first invoice paid.

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: August 11, 2015

SUBJECT: Approval of a Change Order to the Contract awarded to New Millennium Construction Services for the Senior Center Renovation Project Phase II

REQUESTED ACTION: That the City Council approve a change order in the amount of \$80,400 to New Millennium Construction Services for the Perris Senior Center Renovations Phase II project.


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

BACKGROUND/DISCUSSION:

The Senior Center Phase II renovations project was let out for bids in March 2015. The project was funded through the CDBG program and had a total budget of \$244,161. On April 14, 2015 the City Council awarded a contract to New Millennium Construction Services for the Senior Center Renovations Phase II project. The amount of the contract awarded was \$49,890. During construction there were a total of six (6) change orders totaling \$30,310 bringing the total project cost after change orders to \$80,200. The project is now substantially complete and, including the change orders, is well under the overall project budget. After retention and final construction projects costs are paid, staff estimates that there will be \$163,961 in unexpended CDBG funds left over in this project.

Staff recommends that the City Council approve a change order for the Perris Senior Center Renovations Phase II project totaling \$80,400 for additional renovations to the banquet room at the Senior Center. New Millennium Construction has proven to be a quality contractor for this project, and staff further recommends that with approval of the change order, that the City Council amend the contract with New Millennium Construction to include the additional improvements in the Senior Center banquet room.

BUDGET (or FISCAL) IMPACT: Funding for the Senior Center Renovation Phase II Project was included in the Fiscal Year 14-15 CDBG budget and carried over to Fiscal Year 15-16. There are sufficient funds available in CDBG funding for construction of this project.

Prepared by:
Luis Natera, Construction Manager 

Reviewed by:
Darren Madkin, Deputy City Manager 

Ron Carr, Assistant City Manager 

Attachments: Proposed Change order from New Millennium Construction
Consent: X
Public Hearing:
Business Item:



CITY OF PERRIS
SCOPE OF WORK / COST ESTIMATE
SENIOR CENTER RENOVATIONS
PHASE III: Assembly Room

File No.:	
Date:	7/15/2015

Project Manager:	Luis Naterra	Phone:	951 634-1187 or 951-943-5003 ext.282
e-mail:	lnaterra@cityofperris.org	Fax:	956-2111

PROJECT INFORMATION

Property Owner:	City Of Perris
	Senior Center Building
Property Address:	100 North D Street Perris Ca. 92571

BIDDER'S INFORMATION

All blanks must be completed or identified as not applicable (N/A). Non-completed blanks will automatically cause this bid to be rejected.

Contractor Company Name:	NEW MILLENNIUM CONSTRUCTION SERVICES		
Contractor Contact Person:	LEE KEMER		
Contractor Address:	4158 LUGG AV CHICO HILLS CA 91709		
Phone:	909-547-0220	Cell phone:	951-897-1821
		Fax:	909-547-0220
Contractor License #	849024	Class:	R
Contractor Signature:	<i>[Signature]</i>	Date:	8-4-15

INSURANCE CERTIFICATES AND BUSINESS LICENSE

Contractor: Attach copies of the following licenses/policies:

Check these boxes if you're Certificates are already on file with the City of Perris.

Liability Insurance Co:	SECURITY NATIONAL	Policy #:	NA104275307	Expiration:	12-31-15
Worker's Compensation:	STATE COMP LOS FUND	Policy #:	9037257	Expiration:	1-1-16
City of Perris Business License:		License#:	849024	Expiration:	6-30-16

NOTES

In order to establish standards of quality, all work is to be completed per City building, planning, and public works codes, "Uniform Building Codes", adopted model codes, and related construction City ordinances. The job is to be finished with a "Journeyman" level of craftsmanship. The detailed specifications may refer to a certain product by name and/or from a major manufacturer. This procedure will not eliminate from competition other products of equal or better quality by other manufacturers. The contractor or their registered sales person shall personally measure and investigate all items to be bid. The contractor shall furnish the list of proposed, desired substitutions prior to signing the contract. All items listed on work description, unless otherwise specified, shall include all labor, materials, patching and finish work, including trim, hardware, finish painting and or staining. Also the property is to be cleared of all trash, and to be left "broom clean".

**Contractor is responsible for all measurements, obtaining all permits, fees, City business license, plans, etc. Please show "basic" detail on this sheet with the bid amount. Request for payment will be processed according to the executed Construction Contract.

2.

New Lighting

The contractor shall consult with a licensed electrical engineer / contractor to determine all applicable lighting requirements are met for new lighting construction. The contractor shall construct according to the products manufactured specifications and per the 2013 California Building Code, the California Electrical Code and ensure that all required indoor lighting compliance certifications are met as per the California Energy Commissions Title 24 requirements for new lighting installations.

The contractor shall inspect the existing panel and circuits energizing the assembly room lighting controls and fixtures. Inspect if existing electrical lines are adequate for new electrical controls and luminaire installations specified below. Install new wiring as required.

Luminaire Schedule

Installation of approx. 30, 6" 50 watt (bright white) recess down lighting luminaries.

Installation of compatible LED dimming on/off switches

Installation of new motion sensing devices and controls

Installation of new hanging chandelier for center of room

(\$ 400.00 max allowance) *Model specs will be provided for fixture*

Installation of approx. 10 new (15w-20w receptacles outlets with cover plates)

Installation of 4, (50 watt) wall sconces. Sconce fixtures to match Phase II construction specifications.

All new electrical lines shall be concealed within the stud walls and have flush mounted switches controls and receptacles on finish walls

The contractor shall indicate any additional work and expenses needed to complete job per the line item request. Provide a detailed scope of work for any additional work not indicated or materials not indicated

PLAN TO MATCH SENIOR LOUNGE WITH CAN LIGHTS

Permit will be required for this line item. Please consult with the City Of Perris Building and Safety Department for permit and inspection requirements. Please provide a copy of the signed permit card along with any applicable construction documents required for final approval.

4.	Flooring and Wall Base Install	
	<p>Flooring preparation and LTV flooring selected shall be installed per the manufactures specifications.</p> <p>Install new <u>Rewards LTV 3mm Shag Bark Hickory</u> flooring in entire room to include sets of stairs and stage platform. Prep each substrate as required per the flooring installation specifications. Trim out stage and stair threads with appropriate floor transitions and stair moldings.</p> <p>Install 4" tradition vinyl cove base on all interior walls. <i>Color to be determined by city</i></p> <p>The contractor shall indicate any additional work and expenses needed to complete job per the line item request. Provide a detailed scope of work for any additional work not indicated or materials not indicated</p> <hr/> <p><i>RUBBER NOSING @ STEPS</i></p> <hr/> <hr/> <hr/> <hr/>	
5.	Enclose interior wall openings	
	<p>Existing Trophy Cases: 2 Remove existing glass and finish wood trimmings around existing built in wood molded trophy cases. Frame in with 2x4 wood studs flush to banquet side of wall and cover both sides with 1/2" drywall. Texture and paint new walls constructed to match new interior walls finishes.</p> <p>Existing Windows: 2 Remove 2 north side solid windows located on each side of double door leading to exterior patio. Frame in window openings with 2x6 wood studs, install 1/2 " drywall for interior wall side, tape and mud to for new orange peel wall texture finish. Exterior wall coverings will be lath and stucco. Stucco and paint finishes matching existing exterior.</p> <p>The contractor shall indicate any additional work and expenses needed to complete job per the line item request. Provide a detailed scope of work for any additional work not indicated or materials not indicated</p> <hr/> <hr/> <hr/> <hr/>	

9.	Stage (front façade)	
	<p>The contractor shall evaluate the existing stage façade wall framing and finished wall covering materials to be suitable substrate for the new installation of decorative mosaic pebble rock 12x12 matted tiles. The pebble rock shall run from finish floor to top of stage platform. A transitional corner molding shall be installed to tie in stage flooring and new pebble rock façade.</p> <p>The contractor shall indicate any additional work and expenses needed to complete job per the line item request. Provide a detailed scope of work for any additional work not indicated or materials not indicated</p> <p><u>GROUT AND TILES MAY FAIL TO ADHERE SINCE</u> <u>STAGE IS A WOODEN PLATFORM AND SUBJECT TO FLEXING</u> <u>WHEN LOAD IS ON IT. WE ARE NOT RESPONSIBLE FOR</u> <u>THIS APPLICATION AS IT IS NOT RECOMMENDED</u></p>	
10.	Faux wood beam	
	<p>The contractor shall install a timber faux ceiling beam that runs the along the center of the interior pitched ceiling. The contractor shall ensure beam to be properly secured and fastened to ceiling lid. Wood beam shall be stained to match all interior wood stain finishes.</p> <p>The contractor shall consult with the city on beam dimensions, wood type and stain color prior to install.</p> <p>The contractor shall indicate any additional work and expenses needed to complete job per the line item request. Provide a detailed scope of work for any additional work not indicated or materials not indicated</p> <p><u>PLAN A 1X4 HIGH BY 1X4 WIDE BOG</u></p>	

GENERAL CONDITIONS

1. Contractor shall perform all work in accordance with all applicable codes, standards, ordinances, laws and regulations.
2. Contractor shall secure and pay for all required permits and fees. Contractor shall provide the City with copies of all permits and inspection cards. The request of the city we may request disclosure of all product and material receipts as well as subcontractor invoicing as needed.
3. Contractor shall furnish all material, equipment, tools, labor and supervision to complete the work.
4. Contractor shall protect all surrounding material, equipment, and furnishings from damage during the construction. Contractor shall, at their expense, repair and/or replace materials, equipment and furnishings damaged, stolen or misplaced as a result of their negligence.
5. Contractor shall remove and dispose of all construction debris and maintain the job site in clean and safe condition at all times.
6. Contractor shall obtain the cities written approval of the material, equipment and fixtures (manufacturer, model number, color, etc.) to be installed prior to the commencement of the work. All material and equipment shall be new and standard grade.
7. Contractor certifies that they have conducted a physical inspection of the job site prior to submitting their bid and that they have verified all quantities, measurements, dimensions and conditions. Contractor shall notify the City of any discrepancies prior to submitting their bid.
8. **CHANGE ORDERS:** Contractor acknowledges and understands that no change orders can be made to these specifications, unless project findings are detrimental to applicants and their environment, and as authorized by city staff.
9. The Contractor shall use City-approved, CR&R Facility, for the recycling, composting, and waste disposal of all solid waste and construction related debris with the exception of hazardous and toxic chemicals.

All work performed is subject to state and federal prevailing wage rates
THIS SECTION MUST BE COMPLETED IN ORDER FOR THE BID TO BE ACCEPTED.

\$ _____	<u>City T.B.P</u>	ESTIMATED PERMITS (CITY WILL ONLY REIMBURSEMENT FOR ACTUAL COST)
\$ _____	<u>64,720</u>	TOTAL LINE ITEM COSTS
\$ _____	<u>15,680</u>	PROFIT AND OVERHEAD
\$ _____	<u>80,400-</u>	FINAL TOTAL

*** To be paid to Consultant Identified in City Construction Contract**

If Asbestos or Lead Is Identified In Any Line Item, The Name of The Contractor or Subcontractor Holding The Proper Licenses or Certificates To Perform The Work Must Be Entered Below. If This Section Is Left Blank, the Bid Will Not Be Accepted As Complete and Will be Rejected as Non-Responsive.

Are your employees certified to perform asbestos and or lead-related work? ___ Yes No. If you answered yes, include a copy of all employee certifications.

Name of State of California Certified Lead/Asbestos Abatement Contractor to be used on the project, if applicable:

CA DOSH #: _____

OFFICE USE ONLY BELOW THIS LINE

.....

\$ _____	TERMITE/ASBESTOS/LEAD PAINT
\$ _____	10% CONTINGENCY
\$ _____	GRAND TOTAL

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: August 11, 2015

SUBJECT: Award of Contract to ProSpectra Contract Flooring for the installation of new flooring and an Award of Contract to Prebot Construction for the repair of the damaged raised floor system at the Bob Glass Gymnasium

REQUESTED ACTION: That the City Council award contracts in the amount of \$120,510 to ProSpectra Contract Flooring and \$30,000 to Prebot Construction and; authorize project contingency of up to 5%.

CONTACT: Darren Madkin, Deputy City Manager 

BACKGROUND/DISCUSSION:

The Bob Glass Gymnasium is more than 80 years old and consists of a two level structure next to a one level gymnasium, with a raised floor system under the basketball court and the community room next to the kitchen. Some areas of the basketball floor appear to be loose or not level at grade. To identify the scope of the problem areas, staff arranged for an inspection of the raised floor and noted that the foundation appeared to be in good condition, but that some of the posts and floor joists (which support the raised floor) had been damaged by termites. The inspection also identified possible damage to the actual wood flooring material covering the basketball court. Staff recommends replacing the wood flooring on the basketball court with a synthetic material which is less costly to maintain. Staff requested proposals from flooring contractors to replace the wood flooring. A total of four (4) proposals were received ranging from a high of \$142,520 to a low of \$120,510. Each of the contractors were well qualified for the project and provided very competitive proposals. The following firms submitted proposals:

1. ProSpectra Flooring
2. Moore Flooring
3. DFS Flooring
4. Hoover Co.

It is recommended that the City Council award a contract to ProSpectra Contract Flooring to replace the wood flooring on the basketball court in the amount of \$120,510.

The recommendations from the inspection included replacing the damaged wood posts and floor joists under the raised floor system. Staff requested proposals from general contractors to replace the wood posts and floor joists. A total of two (2) proposals were received ranging from a high of \$32,500 to a low bid of \$30,000. The following firms submitted proposals:

1. MA Remodel & Construction
2. Prebot Construction

It is recommended that the City Council award a contract to Prebot Construction to replace the damaged wood posts and floor joists under the raised floor system in the amount of \$30,000. The contract amount consists of replacing the damaged wood posts and floor joists under the raised floor system. After a thorough review and evaluation of the qualifications and experience of each firm, staff recommends that the City Council award contracts to ProSpectra Contract Flooring and Prebot Construction. It is recommended that the City Council approve 5% of the total contract amounts as contingency to be used for unforeseen changes which may become necessary during the project.

Award of Contract to ProSpectra Contract Flooring for the installation of new flooring
and an Award of Contract to for the repair of the damaged raised floor system at the Bob
Glass Gymnasium

August 11, 2015

Page 2 of 2

BUDGET (or FISCAL) IMPACT: Bob Glass Gym Flooring P033 is an approved CIP
project. There is sufficient funding available in the budget for this contract.

Prepared by: Luis Natera, Construction Manager

LN'

Reviewed by:

Assistant City Manager Re

Attachments: Proposal(s) from ProSpectra Flooring and Prebot Construction

Consent: X

A Berkshire Hathaway Company

Proposal Submitted To Contractor		Attention Estimating Dept.-SD		Phone () -	Fax () -	Date 08/04/15
				Job Name City of Perris - Gymnasium & Admin Area		Job # 38839
Street				Job Street		Proposal ID 62680
City, State and Zip San Diego, CA 92121	Architect	Date of Plans	Add #	Job City, State and Zip PERRIS, CA 92570	Customer Job # None	Customer PO None

We hereby submit specifications and estimates for:

Item Description

Admin and hallway: Move furniture. Desks and chairs only, personal items and electronics to be moved by others. Remove existing flooring. Skim coat existing sub-floor. Furnish and install Gerflor Taralay Impression Comfort sheet vinyl with heat welded seams and 4" Johnsonite rubber cove base.

Gymnasium: Furnish and install Hallex 3/8" Birch plywood underlayment. Prep sub-floor. Furnish and install Gerflor Taraflex Sport M Plus 7.0 mm sheet flooring with heat welded seams and 4" Johnsonite rubber vent cove base. Paint game lines for one basketball and one volleyball court.

Stairs: Remove existing stair treads and landing tile. Prep sub-floor and treads. Furnish and install Johnsonite one-piece rubber treads and riser with 10" stringers. Furnish and install Johnsonite Roundel 24x24 rubber tile at landings. Excludes lower landings, existing VCT to remain.

Base Bid Total: \$120,510.00

Proposal Inclusions and Exclusions:

1. Excluded from the above pricing are overtime labor, demolition and removal of existing floor coverings and adhesives/mastics, abnormal subfloor prep, i.e., grinding, levelling, floating, moisture sealing, or ramping to other floor finishes, providing underlayments, washing and waxing resilient floors, vacuuming carpet, protective coverings, dumpsters and providing temporary heat, electricity or lighting. Also excluded is unidentified trade damage, composite clean up crews, compression of schedule and trade stacking.
2. Standard floor preparation is included to fill level expansion joints and hairline cracks up to 1/8th inch wide only. All other floor preparation is considered abnormal subfloor preparation and is excluded.
3. Amounts and prices are based upon blueprints and are subject to variance if physical measurements vary amounts.
4. All concrete slabs and other cementitious substrates to receive new floor coverings must be tested for moisture content. The industry standard calcium chloride test will be performed to determine the water vapor emission of said substrates. Floor coverings described in our proposal will only be installed on substrates that have a calcium chloride test result that meets the manufactureres requirements.
5. Excludes Payment and Performance Bond, add 1% to contract amount if required.
6. CA DIR Registration Number: 1000002810 - expires 06/30/16

Pro Installations, Inc. d/b/a
ProSpectra Contract Flooring - San Diego
8320 Camino Santa Fe, Ste 1
San Diego, CA 92121
Proposal ID: 62680



Phone: (858) 642-7429
Fax: (858) 642-7691

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: _____ Thomas Wurth _____ \$120,510.00
Email: tom.wurth@spectracf.com

Conditions of Proposal:

1. This proposal may be withdrawn if not accepted within 30 days of its issuance. Spectra will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that incorporates the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation for materials.
2. This proposal is subject to credit review and approval. Payment terms are net 30 days. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Spectra's reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
4. Prior to commencement of Spectra's work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and/or F1869 and provide written results to Spectra, including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Spectra/Es work, then Customer shall provide Spectra with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
5. All work is contingent upon strikes, accidents or delays beyond Spectra's control. Customer shall carry insurance for all hazards, including fire. Spectra's workers are fully covered by Worker's Compensation and Liability Insurance.
6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Spectra of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Spectra harmless from any damage, claim, loss, expense and attorney fees related to Spectra's liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
7. Spectra is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Spectra to participate in such programs may result in additional costs.

Contract License #:740392 | Expire Date : 9/30/2015

**ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED.
You are authorized to do the work as specified.**

Customer: Contractor _____ Signed: _____ Date: _____

Prebot CONSTRUCTION

Cell (951) 453-4437 • Fax (951) 490-4951
Home (951) 490-4941

•NEW CONSTRUCTION
•REMODELING
•INSURANCE JOBS
FREE ESTIMATES
LIC# 427208

CONTRACT
No 3588

PAGE OF PAGE

PROPOSAL/CONTRACT SUBMITTED TO <u>City of Perris</u>		DATE <u>8-4-2015</u>
STREET <u>101 N. Dst.</u>	JOB NAME	
CITY, STATE AND ZIP CODE <u>Perris, CA 92570</u>	JOB LOCATION <u>Bob Glass Gymnasium</u>	
ARCHITECT	DATE OF PLANS	JOB PHONE

We hereby submit specifications and estimates for:

Primo will repair the entire SELF Floor at the Bob Glass Gymnasium. From my understanding I see the plan and my understanding is to re inforce every floor joist and instal post cap to all the post also replace flu post complete

I will follow the plan as indicated.

I will do the job for the amount of \$30,000

Materials Required:

(402) 2x10x12 (2) 4x10x12 Girder
(48) post caps
(2) 6x6x10 posts

WE PROPOSE hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

thirty thousand dollars

dollars (\$ 30,000.)

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature 

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: August 11, 2015

SUBJECT: Resolution Amending the Rubbish Collection Charges Pursuant to Agreement with CR&R

REQUESTED ACTION: To adopt a resolution amending the rubbish collection charges (Section 7.16.050 (D) of the Perris Municipal Code) and rescinding Resolution Number 4723.

CONTACT: Jennifer Erwin, Assistant Director of Finance 

BACKGROUND/DISCUSSION: The Franchise Agreement with CR&R provides that the City of Perris shall automatically adjust the rates charged for CR&R waste collection and disposal services upon receiving notice from CR&R that rates need to be adjusted to reflect changes in the consumer price index and landfill fees.

According to the Bureau of Labor Statistics for the year ending March 2015, the CPI increased by 0.52%. In addition, the County of Riverside has increased their landfill tipping fee by 0.72%. Pursuant to 7.16.050 (D) of the Perris Municipal Code, these increases are passed on to the customers of CR&R through adoption of a resolution. **For residential customers there will be an increase of \$0.17 per month for the fiscal year beginning July 1, 2015.** The rate increases provided in the attached resolution will take effect on the August 15, 2015 utility bill.

BUDGET (or FISCAL) IMPACT: None.

Reviewed by:

Assistant City Manager 

Attachments: Resolution
CR&R letter dated April 29, 2015

Public Hearing

RESOLUTION NUMBER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS AMENDING RUBBISH COLLECTION CHARGES AS PERMITTED IN SECTION 7.16.050 (D) OF THE PERRIS MUNICIPAL CODE AND RESCINDING RESOLUTION NUMBER 4723.

WHEREAS, the City and CR&R Incorporated (Agency) has entered into a Franchise Agreement, dated October 25, 1993, pursuant to which the City has agreed to levy the rubbish service rates for waste collection and disposal services; and

WHEREAS, the Franchise Agreement provides that the City shall adjust the rubbish rates to reflect changes in the consumer price index and landfill fees; and

WHEREAS, the Consumer Price Index has increased by 0.52%; and the County of Riverside has increased their landfill tipping fees by 0.72%; and

WHEREAS, said increase is necessary to defray these costs by increasing the rates and charges to the recipient of such services; and

WHEREAS, Article XIID of the California Constitution and the laws enacted in connection therewith provide that prior to the public hearing to adopt a formula for adjusting rubbish rates, the City and/or Agency mail to each property owner or customer subject to the fee, at least 45 days prior to such public hearing, a notice describing (a) the amount of the fee or charge to be imposed upon each parcel, (b) the basis upon which the amount of the proposed fee or charge was calculated, (c) the reason for the fee or charge, and (d) the date, time, and location of a public hearing on the proposed fee or charge; and

WHEREAS, on June 22, 2015, CR&R Incorporated informed the City it mailed the notice of public hearing to be held on August 11, 2015, relating to and describing the rubbish rate adjustments in accordance with California Constitution Article XIID Section 6, to the applicable customers and/or parcels; and

WHEREAS, the City has held such public hearing on August 11, 2015, and received and considered all oral and written protests related to the proposed increases in the rubbish charges;

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

Section 1. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. The Council and the Board have each fully considered this matter and has:

- A. Reviewed the submittal, notice and the information submitted herewith regarding the proposed increase, the parcels to which the proposed fee increase would apply, and the reasons and basis for the increase and the fees;
- B. Provided notice of the proposed fee increase to the record owners (or renters responsible for payment of the fee) of all parcels to which the proposed fee increase would apply in accordance with Article XIID of the California Constitution;
- C. Heard and received all objections, protests, or other written communications from any owners (or renters) of real property subject to the fee;
- D. Taken and received oral and documentary evidence pertaining to the proposed fee increase; and
- E. Been fully informed of this matter.

Section 3. The Council and the Board determine that written protests have not been received from property owners representing a majority of the parcels subject to the proposed fee increases.

Section 4. The Council and the Board determine that the rates are consistent with Article XIID of the California Constitution.

Section 5. That based on these facts and circumstances presented and the information received during the public hearing, the City Council finds that increases in rubbish collection rates are necessary and are hereby approved.

Section 6. Pursuant to 7.16.050 (D) of the Perris Municipal Code, the rates and charges of Chapter 7.16 are adjusted as follows:

"Section 7.16.050 Rubbish Collection, Disposal and Street Sweeping"

1. A monthly charge for rubbish collection, transfer, disposal and street sweeping services is hereby levied upon each occupied household and business establishment, in accordance with the following rates:

(a) Residential

(1) Single family residences, mobile homes, apartments, condominiums, town homes, bungalow courts, and multiple residences per dwelling unit, using 100 gallon individual receptacles.

Monthly Rate: \$26.28

(2) Single family residences, mobile homes, apartments, condominiums, town homes, bungalow courts, and multiple residences per dwelling unit, using 60 gallon individual receptacles.

Monthly Rate: \$21.39

(3) Additional 100 gallon individual receptacles.

Monthly Rate: \$ 9.10

(4) Additional 60 gallon individual receptacles.

Monthly Rate: \$ 7.87

(b) Commercial and Industrial

(1) Individual receptacles

Once per week pick up: \$27.24

(c) Commercial, Industrial, and Multiple Residences

(1) Two cubic yard container	1 x week	\$130.89
	2 x week	\$245.81
	3 x week	\$360.71
	4 x week	\$475.64
	5 x week	\$590.58
	6 x week	\$705.45

(2) Three cubic yard container	1 x week	\$150.78
	2 x week	\$283.69
	3 x week	\$416.62
	4 x week	\$549.51
	5 x week	\$682.44
	6 x week	\$815.32

(d) Other

(1) 10 to 40 cubic yard roll-off container	\$213.82 + MRF/Landfill fees
--	---------------------------------

(e) Street Sweeping Services

(1) Weekly Commercial, Arterial and Downtown Area

(2) Bi-weekly Residential Area

Included in the Rates listed above.

These rates shall become effective July 1, 2015 and adjusted annually beginning July 1, 2016 to July 1, 2020 pursuant to the Franchise Agreement.

Section 7. Resolution Number 4723 is hereby rescinded.

RESOLUTION NUMBER

Page 5

ADOPTED, SIGNED and APPROVED this 11th day of August, 2015.

Mayor, Daryl R. Busch

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number _____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held the 11th day of August, 2015, and that it was so adopted by the following called vote:

AYES:

NOES:

ABSTAIN:

ABSENT:



April 29, 2015

Mr. Ron Carr
Assistant City Manager
City of Perris
101 North "D" Street
Perris, CA 92570

Re: Annual Consumer Price Index Adjustment

Dear Mr. Carr,

Pursuant to Exhibit "E" of our current agreement to provide Solid Waste and Recycling Services to the City of Perris, CR&R Incorporated respectfully submits the attached information which outlines our Annual Rate Adjustment request for fiscal year 2015-2016. As you may be aware, there is a condition in our current contract which states that the rates illustrated in Exhibit "E" shall be adjusted annually to reflect the change in the Consumer Price Index (CPI) as well as changes to the County of Riverside landfill tipping fees.

This correspondence, as well as the attached exhibits and spreadsheets, outline our current and proposed rates for both residential and commercial customers located within the City of Perris.

In reviewing the data from the Bureau of Labor Statistics (BLS) for March 2014 through March 2015, the CPI has increased by .52%. In addition, the County of Riverside's Waste Management Department has indicated that they will adjust their disposal rate by .72% from \$27.75 per ton to \$27.95 per ton. Therefore, based upon the data supplied by both the BLS and the County of Riverside, we have prepared the attached rates schedules which pass these adjustments through to the various rates. We have also prepared a new Resolution to reflect the incremental increases that would become effective July 1, 2015. For your convenience, we can email this new resolution as well.

After these adjustments are applied, the new rate for standard residential service will increase from \$26.11 per month to \$26.28 per month; an increase of .7% or .17 cents per month. Your typical 3 cubic yard commercial bin will increase from \$149.96 per month to \$150.78 per month; an increase of .5% or \$.82 per month. These are minimum increases which help to defray our increased cost of operations and maintain the level of service your community has come to expect.

In addition to our standard rate adjustments, we wanted to make you aware that the State of California recently passed new legislation (AB 1594 and AB 1826) which

impacts the way our industry will be required to process "organic waste". Organic waste is mainly comprised of food and yard waste as well as compostable products. These two new pieces of legislation may begin impacting your City as early as April of 2016 by requiring any business that generates more than eight cubic yards of organic waste to divert this material from the landfill.

In addition, processed yard waste, a portion of which is currently used for Alternative Daily Cover (ADC) at our local landfills, will no longer count towards your diversion credits in a few short years. This will significantly impact Perris' ability to meet its State Mandated Diversion/Recycling requirements. Riverside County is also looking at banning the use of mulch for land application purposes in local agricultural farms due to the recent infestation of a prolific insect called the Polyphagous Spot Hole Borer. Left unchecked, this insect could decimate the multi-million dollar agricultural industry in Riverside County.

Given all of these critical issues that will be impacting our ability to recycle organic waste, CR&R has embarked on the construction of a new \$30 million Anaerobic Digester Facility (AD Facility). Our AD Facility will help our cities address the upcoming legislative deadlines as well as the current insect infestation concerns. We have had the opportunity to discuss this new project with a number of our jurisdictions, including your own, and we look forward to your review and potential participation in the very near future.

We sincerely appreciate and respect our long standing relationship with the City of Perris as well as the opportunity that we have had to be of service to your residents and businesses. It has truly been, and continues to be, a privilege to be of service to your City. Please do not hesitate to call if you have any questions or comments. We look forward to any further assistance that we can provide.

Sincerely,



David E. Fahrion
President



J. Alex Braicovich
Senior Regional V.P.

attachments

CITY OF PERRIS
2015 PRICE ADJUSTMENT

CPI (March)	New	Previous	Change	Rate	Unit	Measure
	243.74	242.49	0.52%	100.0%		0.52%

Landfill MRF	New	Previous	Rate	Unit	Measure
	\$ 27.95	\$ 27.75	\$ 0.20		0.72%
	\$ 47.12	\$ 46.78	\$ 0.34		0.73%

Service Component						
Previous Rate	Contract	CPI Change	Rate Change	Unit	Measure	
\$ 25.11	78.0%	0.52%	\$ 0.10		per month	
\$ 21.23	78.0%	0.52%	\$ 0.09		per month	
\$ 9.05	78.0%	0.52%	\$ 0.04		per month	
\$ 7.83	78.0%	0.52%	\$ 0.03		per month	
\$ 130.15	71.5%	0.52%	\$ 0.48		per month	
\$ 149.96	71.5%	0.52%	\$ 0.55		per month	
\$ 212.54	100.0%	0.52%	\$ 1.09		per load	

- 1 Standard service 100 gal
- 2 Standard service 60 gal
- 3 Additional 100 gal
- 4 Additional 60 gal
- 5 Commercial 2 cubic yard bin
- 6 Commercial 3 cubic yard bin
- 7 10 - 40 cubic yard roll-off

Landfill Component				
Contract	Landfill Fee Increase per Ton	Diversion	Rate Change	
\$ 0.21	\$ 0.20	12.0%	\$ 0.04	
\$ 0.21	\$ 0.20	12.0%	\$ 0.04	
\$ 0.21	\$ 0.20	12.0%	\$ 0.00	
\$ 0.21	\$ 0.20	15.9%	\$ 0.00	
\$ 0.91	\$ 0.20	15.9%	\$ 0.15	
\$ 0.91	\$ 0.20	15.9%	\$ 0.15	

Rate Change	Franchise Fee Gross-up		Total Rate Change	Previous Rate	Proposed Rate	Net % Change
	%	\$				
\$ 0.14	18.0%	\$ 0.03	\$ 0.17	\$ 26.11	\$ 26.28	0.7%
\$ 0.13	18.0%	\$ 0.03	\$ 0.16	\$ 21.23	\$ 21.39	0.8%
\$ 0.04	18.0%	\$ 0.01	\$ 0.05	\$ 9.05	\$ 9.10	0.6%
\$ 0.03	18.0%	\$ 0.01	\$ 0.04	\$ 7.83	\$ 7.87	0.5%
\$ 0.63	15.0%	\$ 0.11	\$ 0.74	\$ 130.15	\$ 130.89	0.6%
\$ 0.70	15.0%	\$ 0.12	\$ 0.82	\$ 149.96	\$ 150.78	0.5%
\$ 1.09	15.0%	\$ 0.19	\$ 1.28	\$ 212.54	\$ 213.82	0.6%

Landfill Component				
Contract	Landfill Fee Increase per Ton	Diversion	Rate Change	
\$ 0.91	\$ 0.20	15.9%	\$ 0.15	
\$ 0.91	\$ 0.20	15.9%	\$ 0.34	
\$ 0.91	\$ 0.20	15.9%	\$ 0.52	
\$ 0.91	\$ 0.20	15.9%	\$ 0.70	
\$ 0.91	\$ 0.20	15.9%	\$ 0.88	
\$ 0.91	\$ 0.20	15.9%	\$ 1.06	

Service Component						
Previous Rate	Contract	CPI Change	Rate Change	Unit	Measure	
\$ 130.15	71.5%	0.52%	\$ 0.48		per month	
\$ 244.35	71.5%	0.52%	\$ 0.90		per month	
\$ 358.55	71.5%	0.52%	\$ 1.32		per month	
\$ 472.77	71.5%	0.52%	\$ 1.74		per month	
\$ 587.00	71.5%	0.52%	\$ 2.16		per month	
\$ 701.17	71.5%	0.52%	\$ 2.58		per month	
\$ 149.96	71.5%	0.52%	\$ 0.55		per month	
\$ 282.07	71.5%	0.52%	\$ 1.04		per month	
\$ 414.21	71.5%	0.52%	\$ 1.53		per month	
\$ 546.32	71.5%	0.52%	\$ 2.01		per month	
\$ 678.46	71.5%	0.52%	\$ 2.50		per month	
\$ 810.56	71.5%	0.52%	\$ 2.99		per month	

- 5 Commercial 2 cubic yard bin
- 1 x week
- 2 x week
- 3 x week
- 4 x week
- 5 x week
- 6 x week
- 6 Commercial 3 cubic yard bin
- 1 x week
- 2 x week
- 3 x week
- 4 x week
- 5 x week
- 6 x week

Rate Change	Franchise Fee Gross-up		Total Rate Change	Previous Rate	Proposed Rate	Net % Change
	%	\$				
\$ 0.63	15.0%	\$ 0.11	\$ 0.74	\$ 130.15	\$ 130.89	0.6%
\$ 1.24	15.0%	\$ 0.22	\$ 1.46	\$ 244.35	\$ 245.81	0.6%
\$ 1.84	15.0%	\$ 0.32	\$ 2.16	\$ 358.55	\$ 360.71	0.6%
\$ 2.44	15.0%	\$ 0.43	\$ 2.87	\$ 472.77	\$ 475.64	0.6%
\$ 3.04	15.0%	\$ 0.54	\$ 3.58	\$ 587.00	\$ 590.58	0.6%
\$ 3.64	15.0%	\$ 0.64	\$ 4.28	\$ 701.17	\$ 705.45	0.6%
\$ 0.70	15.0%	\$ 0.12	\$ 0.82	\$ 149.96	\$ 150.78	0.5%
\$ 1.38	15.0%	\$ 0.24	\$ 1.62	\$ 282.07	\$ 283.69	0.6%
\$ 2.05	15.0%	\$ 0.36	\$ 2.41	\$ 414.21	\$ 416.82	0.6%
\$ 2.71	15.0%	\$ 0.48	\$ 3.19	\$ 546.32	\$ 549.51	0.6%
\$ 3.38	15.0%	\$ 0.60	\$ 3.98	\$ 678.46	\$ 682.44	0.6%
\$ 4.05	15.0%	\$ 0.71	\$ 4.76	\$ 810.56	\$ 815.32	0.6%

**Consumer Price Index - All Urban Consumers
Original Data Value**

Series Id: CUURA421SA0

Not Seasonally Adjusted

Area: Los Angeles-Riverside-Orange County, CA

Item: All items

Base Period: 1982-84=100

Years: 2005 to 2015

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2005	195.4	197.4	199.2	201.1	201.5	200.7	201.4	203.1	205.8	206.9	205.6	203.9	199.2	204.5
2006	206.0	207.5	208.5	210.5	212.4	211.1	211.4	211.9	212.9	211.4	211.1	210.6	209.3	211.6
2007	212.584	214.760	216.500	217.845	218.596	217.273	217.454	217.330	217.697	218.696	219.943	219.373	216.260	218.416
2008	220.918	221.431	223.606	224.625	226.651	229.033	229.886	228.484	227.449	226.159	222.229	219.620	224.377	225.638
2009	220.719	221.439	221.376	221.693	222.522	223.906	224.010	224.507	225.226	225.264	224.317	223.643	221.943	224.495
2010	224.610	224.620	225.483	225.916	226.438	225.877	225.991	226.373	226.048	226.794	225.941	226.639	225.491	226.298
2011	228.652	229.729	232.241	233.319	233.367	232.328	231.303	231.833	233.022	233.049	232.731	231.567	231.606	232.251
2012	233.441	234.537	236.941	236.866	237.032	236.025	235.776	237.222	238.104	240.111	237.675	236.042	235.807	237.488
2013	238.015	239.753	239.995	239.043	239.346	239.223	238.920	239.219	239.611	239.940	238.677	238.742	239.229	239.185
2014	239.857	241.059	242.491	242.437	243.362	243.528	243.727	243.556	243.623	243.341	241.753	240.475	242.122	242.746
2015	239.724	241.297	243.738											

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: August 11, 2015

SUBJECT: Adjustment to City Sewer Service Rates and Water Rates to Pass Through EMWD Rate Increases

REQUESTED ACTION: Adopt 1) Resolution to Increase City Sewer Rates and Approve Sewer Service Adjustments for a Period of 5 Years; 2) Resolution Increasing Water Rates to Pass Through EMWD Rate Increase to the City and Approve a Formula for Water Service Adjustments for a Period of 5 Years

CONTACT: Jennifer Erwin, Assistant Director of Finance

BACKGROUND/DISCUSSION:

SEWER

In December, 2002 the City entered into an agreement with California Infrastructure and Economic Development Bank (CIEDB) for the purpose of securing a \$1.6M loan to fund upgrades to the City's sewer infrastructure. The project expenditures totaled \$1,371,012 and became the amended amount of the loan on November 29, 2005. Section 5.06 – Maintenance of System Revenues of the contract states:

- (a) The Purchaser will fix, charge and collect, or cause to be fixed, charged and collected, in each Fiscal Year, such rates and charges for the use of and for the service furnished by the System so that Pledged Net System Revenues are in an amount which will be sufficient **to be at least equal to 110% of annual Debt Service for such Fiscal Year.**

The estimated net loss for the City's sewer system fund is approximately \$187k for fiscal year 2014/15. This brings the coverage of debt service down to about 62%, well below the required 110%. The loan agreement requires the City to "...increase System Revenues through increased rents, rates, fees, charges, and/or assessments not later than 180 days following the date on which Pledged Net System Revenues fail to meet..." the 110% requirement. Staff is proposing to increase sewer service rates for South Perris customers to prevent a loan default.

In 2005, the City Council adopted a financial recovery plan in response to the sewer funds financial condition and aligned the City's sewer rates to increases from Eastern Municipal Water District (EMWD). Proportionate to the EMWD annual rate increase, the City sewer rate has increased each year, with the exception of 2014, by the same percentage for all South Perris residents. The increases the City implemented have been

3.6%, 2.2%, 1.9%, and 0% in 2011, 2012, 2013, and 2014, respectively. Proportionate to the EMWD rate increase from July 1, 2013 to July 1, 2015, City staff is proposing to increase the City sewer rate by 9.3%, which will be approximately \$0.78 per month for all South Perris residents. The effective date for this increase will be August 15, 2015 and reflected on bills mailed September 15, 2015.

The resolution proposed will continue to align the City sewer rate adjustments with EMWD increases, at the discretion of the City Council, by allowing automatic inflationary increases over the five year period of August 2015 – August 2020 as well as proportionate increases to EMWD rate adjustments based on other factors that may include labor, services, and material.

WATER

On January 8, 2013, the City Council adopted Resolution No. 4546 which authorized the City to increase customers' water consumption charges to pass through increases in wholesale water purchase costs charged by Eastern Municipal Water District (EMWD). This was the last increase approved by the City Council for the Downtown Water System, and EMWD has implemented and/or approved wholesale water rate increases on January 1, 2014 of 6.9%, January 1, 2015 of 3.8%, and January 1, 2016 of 3.8%.

The purpose of the proposed resolution is to pass through a rate increase in proportion to the January 1, 2015 rate increase (3.8%) adopted by EMWD at their June 18, 2014 board meeting. City staff is proposing that the City Council of the City of Perris increase the Tier 1 rate of \$2.695 to \$2.800 per 100 cubic feet to recover the actual cost of purchasing water from EMWD. The Tier 2 rate for excessive/high monthly water consumption of \$5.155 per 100 cubic feet will remain unchanged. The attached resolution applies the EMWD wholesale rate increase to the City's monthly water rates and consumption charges. These charges are intended to be "passed thru" by the City of Perris and no other charges for the City's Water Utility operating costs are included.

The average household will see a monthly increase to the utility bill of \$1.89. The effective date for this increase will be August 15, 2015 and reflected on bills mailed September 15, 2015. The resolution proposed will continue to align the City water rate adjustments with EMWD increases, at the discretion of the City Council, by allowing automatic inflationary increases over the five year period of August 2015 – August 2020 as well as proportionate increases to EMWD rate adjustments based on other factors that may include labor, services, and material.

BUDGET (or FISCAL) IMPACT:

Sewer: The 9.3% increased monthly service charge would be an approximate annual increase of \$21,368 in sewer revenue.

Water: Increased revenue generated by the rate adjustment, estimated to be \$70,000, will only offset the increase in cost of purchasing water from EMWD, estimated to be \$73,000.

Reviewed by:

Assistant City Manager: Ron Carr *RC*

Attachments:

- City Sewer Rate Adjustment Resolution
- EMWD Schedule of Revised Wholesale Water Rates Adopted June 18, 2014
- City Water Rate Adjustment Resolution

Public Hearing: August 11, 2015

RESOLUTION NUMBER _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADOPTING A SEWER SERVICE ADJUSTMENT FOR CITY SEWER MONTHLY SERVICE RATES

WHEREAS, Article XIID of the California Constitution sets forth the procedures for a City of Perris to follow with respect to adopting increases in “property related fees” such as sewer service fees; and

WHEREAS, the City manages and supplies the sewer services of the City by charging for sewer service provided to the residents of the City pursuant to Chapter 14.28 of the Perris Municipal Code, as such charges are adjusted from time to time; and

WHEREAS, the City provides certain sewer services to its customers and has provided notice to its customers of the City’s proposed increases; and

WHEREAS, the City’s increased rates are due to increases in the Consumer Price Index reflecting the increased costs of operating the sewer system; and

WHEREAS, Article XIID of the California Constitution requires that prior to the public hearing to increase sewer rates, the City and/or Authority mail to each customer, property owner or renter subject to the fee, at least 45 days prior to such public hearing, a notice describing (a) the amount of the fee or charge to be imposed upon each parcel, (b) the basis upon which the amount of the proposed fee or charge was calculated, (c) the reason for the fee or charge, and (d) the date, time, and location of a public hearing on the proposed fee or charge; and

WHEREAS, on June 26, 2015, the City’s Finance Department mailed the notice of public hearing to be held on August 11, 2015, relating to the increased sewer charges in accordance with California Constitution Article XIID Section 6; and

WHEREAS, the City published said notice in *The Perris Progress/Perris City News*, a newspaper of general circulation in the City, on July 1, 2015; and

WHEREAS, the City has held such public hearing on August 11, 2015, and received and considered all oral and written protests related to the proposed increases in the water charges;

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

Section 1. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. The Council has fully considered this matter and has:

- A. Reviewed the submittal, notice and the information submitted herewith regarding the proposed increase, the parcels to which the proposed fee increase would apply, and the reasons and basis for the increase and the fees;
- B. Provided notice of the proposed fee increase to the record owners (or renters responsible for payment of the fee) of all parcels to which the proposed fee increase would apply in accordance with Article XIID of the California Constitution;
- C. Heard and received all objections, protests, or other written communications from any owners (or renters) of real property subject to the fee;
- D. Taken and received oral and documentary evidence pertaining to the proposed fee increase; and
- E. Been fully informed of this matter.

Section 3. The Council determines that written protests have not been received from property owners representing a majority of the parcels subject to the proposed fee increase.

Section 4. That based on these facts and circumstances presented and the information received during the public hearing, the City Council finds that increases in sewer rates are necessary and are hereby adopted. The City Council hereby adopts the following formula with respect to which it shall adjust future sewer service fees:

Future sewer rate increases shall be based upon increases in the following consumer price index—U.S. Bureau of Labor and Statistics, U.S. Department of Labor, Consumer Price Index (Los Angeles - Orange County - Riverside), measured on the January index number and covering a year period.

--AND--

Eastern Municipal Water District (EMWD) notifies the City of Perris when their Board of Directors adopts a new resolution to increase the sewer rate for all of their customers. The Interagency Agreement with EMWD provides that the City of Perris shall automatically adjust the rates charged for EMWD sewer services upon receiving notice from EMWD. This is the pass-thru "EMWD Monthly Sewer Charge."

Pursuant to the increase percentage adopted by EMWD for the "EMWD Monthly Sewer Charge," the City will use the following formula to calculate its fee increases proportionate to the EMWD Monthly sewer charge:

$$\frac{\text{City Monthly Sewer Charge} + \% \text{ increase adopted by EMWD}}{\text{New City Monthly Sewer Charge}} =$$

The City monthly sewer rate increases pursuant to the EMWD fee increases shall not exceed the percentage of increase EMWD has imposed on its customers.

Section 5. Adjustments to Monthly Sewer Rates. Pursuant to Section 14.28.150(6) permitting changes in rates by Resolution, the rates set forth in Sections 14.28.150 (A), as said rates may have been adjusted pursuant to prior resolutions or ordinances, are increased as set forth below.

- A. **City Monthly Service Charge.** The monthly service charge for all customers shall be as follows:
1. For each residential service, the monthly service charge shall be an amount equal to the amount charged by EMWD plus an additional monthly service charge of \$9.13 per month; provided that for efficiency unit apartment developments (as defined in Section 14.08.050) the monthly charge for each unit shall be the EMWD charge plus fifty percent (50%) of the City's charge.
 2. For all other classifications, excluding schools, charges shall be the following: 8.617 cents per 100 cubic feet of water used per month plus the current monthly service charge as described in item number one of this section.

3. For each school located on the property to be served, the monthly service charge shall be an amount equal to the amount charged by EMWD plus an additional monthly service charge as follows:

Preschool/Elementary - \$0.3295 per student, teacher and employee;

Middle/Junior High - \$0.4118 per student, teacher and employee;

High School/College - \$0.4943 per student, teacher and employee.

4. The monthly sewer service charges described in this Section (except as described below with respect to EMWD) shall be adjusted and effective on August 15, 2015.

- B. EMWD Monthly Service Charge: There will be no change to the EMWD monthly service charge at this time.

Section 6. All other provisions of Chapter 14.28 shall remain in full force and effect.

Section 7. Any resolution or ordinance or portion thereof in conflict herewith relating to the increased sewer rates described herein is hereby repealed to the extent of such conflict and of no further effect to the extent of such conflict.

Section 8. The revised rates and charges approved and established herein shall take effect on the dates described under Section 5 hereof.

Section 9. The City Clerk shall certify as to the adoption of this Resolution.

RESOLUTION NUMBER _____

Page 5

ADOPTED, SIGNED, and APPROVED this 11th day of August, 2015.

Mayor, Daryl R. Busch

ATTEST:

City Clerk

RESOLUTION NUMBER _____

Page 6

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

I, _____, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA,
DO HEREBY CERTIFY that the foregoing Resolution Number _____ was duly and regularly
adopted by the City Council of the City of Perris at a regular meeting thereof held the 11th day of
August, 2015, and that it was so adopted by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk



**CONSOLIDATED SCHEDULE OF
RATES, FEES AND CHARGES**

**PROPOSED: Rate Adjustments Updated
June 18, 2014**

WATER SYSTEM: WHOLESALE DOMESTIC (Previously referred as Schedule E)

Moreno Valley/Perris Valley – Service Area 41

Rate Schedule	Daily Service Charge as of 1/1/2014	Proposed Daily Service Charge as of 1/1/2015	Proposed Daily Service Charge as of 1/1/2016	Commodity Rate per CCF as of 1/1/2014	Proposed Commodity Rate per CCF* as of 1/1/2015	Proposed Commodity Rate per CCF* as of 1/1/2016	Improvement District	Service Area/Improvement District Information
E102	\$0.000	No change	No change	\$2.614*	\$2.713	\$2.817	41	Service under this rate is applicable where Service Area 41 delivers treated water to other agencies located within Service Area 41.
E103	\$0.000	No change	No change	\$0.333	\$0.346	\$0.359	41	Service under this rate is applicable to water deliveries to Western Municipal Water District (WMWD) for service to March Air Force Reserve. This charge represents operating costs only. Water delivered through EM-12A is billed directly to WMWD.
E104	\$0.000	No change	No change	\$2.614*	\$2.713	\$2.817	41	McCanna Ranch only.
E107	\$0.000	No change	No change	\$2.461*	\$2.564	\$2.667	41	Service under this rate is applicable to Nuevo Water Company in accordance with agreement approved on August 16, 2000.

*Commodity Rates per Acre Foot

Rate Schedule	Proposed Commodity Rate per CCF as of 1/1/2015	Converted to per AF as of 1/1/2015	Proposed Commodity Rate per CCF as of 1/1/2016	Converted to per AF as of 1/1/2016
E102	\$2.713	\$1,181.97	\$2.817	\$1,266.88
E104	\$2.713	\$1,181.97	\$2.817	\$1,266.88
E107	\$2.564	\$1,116.97	\$2.667	\$1,161.88

RESOLUTION NUMBER _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA PASSING THROUGH INCREASES IN THE COST OF WATER CHARGED BY EASTERN MUNICIPAL WATER DISTRICT PURSUANT TO PERRIS MUNICIPAL CODE CHAPTER 14.08 AND ADOPTING A FORMULA FOR WATER SERVICE ADJUSTMENTS FOR THE PERRIS DOWNTOWN WATER SYSTEM

WHEREAS, Eastern Municipal Water District (“EMWD”) has adopted resolutions and/or ordinances increasing its water charges for water purchased by the City to supply to its customers, including imposing certain penalties related to conservation; and

WHEREAS, the City’s sole supply of water for the Downtown Water System is provided by Eastern Municipal Water District, which necessitates the City adjusting the rates charged to its customers; and

WHEREAS, the City is permitted to pass through the EMWD increases to its customers pursuant to Municipal Code Section 14.08.060, adopted pursuant to Ordinance No. 1259 on July 14, 2009, by resolution; and

WHEREAS, the City desires to adjust its water rates in accordance with a formula for a consumer price index adjustment and an adjustment based on water wholesale charges purchased from EMWD over the next five years, beginning August 15, 2015; and

WHEREAS, the City desires to adjust its water rates in accordance with, and to pass through, the EMWD rate increase of wholesale water costs effective August 15, 2015; and

WHEREAS, Article XIIIID of the California Constitution and the laws enacted in connection therewith provide that prior to the public hearing to adopt a formula for adjusting water rates, the City mail to each property owner or customer subject to the fee, at least 45 days prior to such public hearing incorporating certain information; and

WHEREAS, on June 26, 2015, the City’s Finance Department mailed the notice of public hearing to be held on August 11, 2015, relating to and describing the water adjustment formula in accordance with California Constitution Article XIIIID Section 6 to the applicable customers and/or parcels; and

WHEREAS, the City published said notice in *The Perris Progress/Perris City News*, a newspaper of general circulation in the City, on July 1, 2015; and

WHEREAS, the City has held such public hearing on August 15, 2015, and received and considered all oral and written protests related to the proposed increases in the water charges;

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

Section 1. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. The Council has fully considered this matter and has:

- A. Reviewed the submittal, notice and the information submitted herewith regarding the proposed formula for increases, the parcels to which the proposed formula would apply, and the reasons and basis for the formula for increases;
- B. Provided notice of the proposed formula for increases to the record owners (or renters responsible for payment of the fee) of all parcels to which the proposed fee increase would apply in accordance with Article XIID of the California Constitution;
- C. Heard and received all objections, protests, or other written communications from any owners (or renters) of real property subject to the fee;
- D. Taken and received oral and documentary evidence pertaining to the proposed fee increase; and
- E. Been fully informed of this matter.

Section 3. The Council determines that written protests have not been received from property owners representing a majority of the parcels subject to the proposed fee increase.

Section 4. That based on these facts and circumstances presented and the information received the City Council finds that increases in water rates are necessary and are hereby approved. The City Council hereby adopts the following formula with respect to which it shall adjust water service fees by resolution or ordinance:

Future water rate increases shall be based upon increased cost of wholesale purchased water from EMWD (as a result of increases charged by Metropolitan Water District or otherwise) and increases in the following consumer price index –U.S. Bureau of Labor and Statistics, U.S. Department of Labor, Consumer Price Index (Los Angeles - Orange County - Riverside), measured on the January index number and covering a year period, which reflects increases in, among other things, the increased costs of goods and services.

Section 5. Adjustments to Monthly Water Rates. Pursuant to Section 14.08.060 permitting changes in rates by resolution, the water consumption rates set forth in Sections 14.08.020, 14.08.030, 14.08.040, 14.08.060, as said rates may have been adjusted pursuant to prior resolutions and/or ordinances, are increased as set forth below.

- A. Monthly Service Charge. There is no change to the flat monthly service charge based upon meter size for the City's Downtown Municipal Water System.
- B. Monthly Water Consumption Charge. The water consumption charge (as measured by the monthly meter reading based on the amount of hundred

cubic feet of consumption ("hcf") shall be as follows with respect to meter size for all customers serviced by the City's Downtown Municipal System:

Customer Class/ Meter Size	Tier	Rates	Consumption Rates
5/8" - 1" Meters	Tier 1	\$2.800	0 to 18 hcf
	Tier 2	\$5.155	over 18 hcf
1.5" - 2" Meters	Tier 1	\$2.800	0 to 100 hcf
	Tier 2	\$5.155	over 100 hcf
3" - 4" Meters	Tier 1	\$2.800	0 to 300 hcf
	Tier 2	\$5.155	over 300 hcf
6" Meters	Tier 1	\$2.800	0 to 3600 hcf
	Tier 2	\$5.155	over 3600 hcf

Section 6. The revised rates and charges approved and established herein shall take effect on August 15, 2015.

Section 7. All other provisions of rates pursuant to Chapter 14.08, as adjusted by resolution or ordinance, shall remain in full force and effect.

Section 8. Any resolution or portion thereof in conflict herewith relating to the increased water rates described herein is hereby repealed to the extent of such conflict and of no further effect to the extent of such conflict.

Section 9. The City Clerk shall certify as to the adoption of this Resolution.

ADOPTED, SIGNED and APPROVED this 11th day of August, 2015.

Mayor, Daryl R. Busch

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number ____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held the 11th day of August, 2015, and that it was so adopted by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk, Nancy Salazar

**CITY COUNCIL
AGENDA SUBMITTAL**

Meeting Date: August 11, 2015

SUBJECT: Grant History Report

REQUESTED ACTION: Receive and File

CONTACT: Ron Carr, Assistant City Manager *Re*

BACKGROUND/DISCUSSION:

At the July 14, 2015 City Council meeting a request was made that a report be prepared showing the City's grant history along with information concerning consultants and related costs.

The attached report was completed on July 23, 2015 and shows the year of the grant, the grant name, granting agency, amount requested, amount awarded, the City's contribution (if any), the grant writer, and the cost of writing the grant.

The period of time covered by this report is the previous 10 years.

BUDGET (or FISCAL) IMPACT:

The information for this report was compiled by staff. The one exception was the information related to grants originating in the City Engineer's office. The cost to compile the information for those grants was \$2,000.

Reviewed by:

City Attorney
Assistant City Manager *Re*

Attachments: Grant History Report

Consent:
Public Hearing:
Business Item: X
Other:

CITY OF PERRIS
Grant List (2005 - 2015)

Grant Year	Grant Name	Granting Agency	Grant Description	Amount Requested	Amount Awarded	Cash/ In-kind Match	Grant Writer	Grant Writing Fee
Parks and Recreation								
2015	Housing-Related Parks Program	California Department of Housing and Community Development	Park Development for the Enchanted Heights Community	\$ 568,975	\$ 568,975	0	City Staff	0
2015	Active Transportation Program Cycle 2	California Department of Transportation	Perris Valley Storm Drain Trail - Phase II	\$ 1,500,000	Pending	application submitted awaiting award results	Avant Garde	\$ 7,200
2014	Housing-Related Parks Program	California Department of Housing and Community Development	Park Development for the Enchanted Heights Community	\$ 581,350	\$ 581,350	0	City Staff	0
2014	Active Transportation Program Cycle 1	California Department of Transportation	Perris Valley Storm Drain Trail	\$ 1,200,000	\$ 1,200,000	0	Avant Garde	\$ 7,094
2014	Habitat Conservation Fund	CA Department of Parks and Recreation	San Jacinto River Trail	\$ 225,816	\$ 225,816	\$ 225,816	Avant Garde	\$ 5,805
2013	Federal Housing Tax Credit Program	California Tax Credit Allocation Committee	Verano Apartments	\$ 13,600,000	\$ 13,600,000	\$ 2,800,000	City Staff/Amcal Multi-Housing	0
2013	Recreational Trails Program	CA Department of Parks and Recreation	Perris Valley Storm Drain Trail	\$ 418,700	0	\$ 122,550	Avant Garde	\$ 6,500
2012	Irene S. Rockwell Fund	The Community Foundation of Riverside and San Bernardino Counties	Free swim lessons for Perris Youth	\$ 3,500	\$ 1,292	0	City Staff	0
2011	Irene S. Rockwell Fund	The Community Foundation of Riverside and San Bernardino Counties	Free swim lessons for Perris Youth	\$ 7,500	\$ 3,000	0	City Staff	0

CITY OF PERRIS
Grant List (2005 - 2015)

Grant Year	Grant Name	Granting Agency	Grant Description	Amount Requested	Amount Awarded	Cash/ In-kind Match	Grant Writer	Grant Writing Fee
Parks and Recreation, Cont.								
2011	Urban Greening Sustainable Communities Grant	California Natural Resources Agency	Landscaping and Irrigation at Mercado Park	\$ 369,000	0	0	Avant Garde	\$ 1,565
2011	Community Challenge Planning Grant Program	U.S. Department of Housing and Urban Development	Request for funding to acquire property to land bank for future affordable housing development (Mercado District)	\$ 507,000	0	\$ 135,852	Avant Garde	\$ 5,525
2010	Affordable Housing Program	FHL Bank	Remediation funds for the Mercado Apartments site	\$ 590,000	\$ 590,000	0	Amcal Multi-Housing City	0
2010	Federal Housing Tax Credit Program	California Tax Credit Allocation Committee	Mercado Apartments	\$ 14,000,000	\$ 14,000,000	\$ 6,800,000	Staff/Amcal Multi-Housing	0
2010	Park Development and Community Revitalization Grant Program	CA Department of Parks and Recreation	Mercado Park Project	\$ 3,492,050	\$ 3,492,050	0	Avant Garde	\$ 9,000
2010	Irene S. Rockwell Fund	The Community Foundation of Riverside and San Bernardino Counties	Free swim lessons for Perris Youth	\$ 10,000	\$ 3,500	0	City Staff	0
2010	Lowe's Charitable & Educational Foundation Grant	Lowe's Foundation	Patriot Field Park Landscape Improvements	\$ 25,000	0	\$ 125,000	City Staff	0
2010	First 5 Riverside County Community Response Fund	First 5 Riverside	Parent and Child Water Safety Clinic	\$ 18,719	0	\$ 52,141	City Staff	0
2009	Irene S. Rockwell Fund	The Community Foundation of Riverside and San Bernardino Counties	Free swim lessons for Perris Youth	\$ 10,000	\$ 3,500	0	City Staff	0

CITY OF PERRIS
Grant List (2005 - 2015)

Grant Year	Grant Name	Granting Agency	Grant Description	Amount Requested	Amount Awarded	Cash/ In-kind Match	Grant Writer	Grant Writing Fee
Parks and Recreation, Cont.								
2008	Irene S. Rockwell Fund	The Community Foundation of Riverside and San Bernardino Counties	Free swim lessons for Perris Youth	\$ 10,508	\$ 7,100	0	City Staff	0
2007	Workforce Investment Act / Youth Opportunities Grant	Riverside County Workforce Development Board	Youth Employment Program	\$ 278,000	0	0	City Staff	0
2006	Mural Grant	Riverside County 5th Supervisorial District Office	Riverside County 5th District Youth Advisory Council Mural at Foss Park	\$ 4,000	\$ 4,000	0	City Staff	0
2005	Recreational Trails Program	CA Department of Parks and Recreation	Perris Valley Storm Drain Trail	\$ 144,000	0	\$ 36,000	Randall Funding & Dev.	\$ 800
Redevelopment								
2010	Federal Home Loan Bank Affordable Housing	Federal Home Loan Bank	Housing	\$ 830,000	\$ 830,000	0	Highridge Costa & City Staff	0
2010	Housing & Community Development infill infrastructure grant	HCD	Housing	\$ 3,843,360	\$ 3,843,360	0	Highridge Costa & City Staff	0
2010	Federal Tax Credits	TCAC	Housing	\$ 3,807,542	\$ 3,807,542	\$ 6,000,000	Highridge Costa & City Staff	0
2006	EMWD Sewer Improvements	EMWD	North Perris Sewer	\$ 1,482,000	\$ 1,482,000	\$ 741,000	City Staff	0
Emergency Operations								
2015	Community Emergency Response Team (CERT) Grant	County of Riverside Office of Emergency Services	CERT Training	0	\$ 11,686	\$ 11,686.00	City Staff	0

CITY OF PERRIS
Grant List (2005 - 2015)

Grant Year	Grant Name	Granting Agency	Grant Description	Amount Requested	Amount Awarded	Cash/ In-kind Match	Grant Writer	Grant Writing Fee
Emergency Operations, Cont.								
2015	State Homeland Security Program	Riverside County Anti-Terrorism Approval Authority	Primary Emergency Operations Center upgrade	\$ 150,000	\$ 25,000	\$ 25,000	City Staff	0
2015	Emergency Mgmt Performance Grant	U.S. Dept. of Homeland Security/ FEMA	Emergency Operations	0	\$ 19,000	\$ 19,000	City Staff	0
2014	State Homeland Security Program	FEMA	Emergency Operations	0	\$ 12,083	\$ 12,083	City Staff	0
2014	Emergency Mgmt Performance Grant	U.S. Dept. of Homeland Security/ FEMA	Emergency Operations	0	\$ 20,006	\$ 20,006	City Staff	0
2013	Emergency Mgmt Performance Grant	U.S. Dept. of Homeland Security/ FEMA	Emergency Operations	0	\$ 22,591	\$ 22,591	City Staff	0
2012	Emergency Mgmt Performance Grant	U.S. Dept. of Homeland Security/ FEMA	Emergency Operations	0	\$ 17,600	\$ 17,600	City Staff	0
2012	State Homeland Security Program	FEMA	Emergency Operations	0	\$ 10,788	\$ 10,788	City Staff	0
2011	Emergency Mgmt Performance Grant	U.S. Dept. of Homeland Security/ FEMA	Emergency Operations	0	\$ 21,731	\$ 21,731	City Staff	0
2011	State Homeland Security Program	FEMA	Emergency Operations	0	\$ 8,740	\$ 8,740	City Staff	0
2010	Emergency Mgmt Performance Grant	U.S. Dept. of Homeland Security/ FEMA	Emergency Operations	0	\$ 21,998	\$ 21,998	City Staff	0
2010	State Homeland Security Grant Program	U.S. Department of Homeland Security	Emergency Operations	0	\$ 8,194	\$ 4,097	City Staff	0
2009	State Homeland Security Grant Program	U.S. Department of Homeland Security	Emergency Operations	0	\$ 5,939	\$ 2,969	City Staff	0
2007	State Homeland Security Grant Program	U.S. Department of Homeland Security	Emergency Operations	0	\$ 3,728	\$ 1,864	City Staff	0

CITY OF PERRIS
Grant List (2005 - 2015)

Grant Year	Grant Name	Granting Agency	Grant Description	Amount Requested	Amount Awarded	Cash/ In-kind Match	Grant Writer	Grant Writing Fee
Emergency Operations, Cont.								
2006	Hazardous Materials Emergency Preparedness (HMEP) Grant	Governor's Office of Emergency Services	Flow Study - Needs Assessment	0	\$ 20,970	\$ 5,243	City Staff	0
Housing Authority								
2015	California State HOME Investment Program	California Department of Housing and Community Development (HCD)	First Time Homebuyer and Owner Occupied Rehabilitation Programs	0	\$ 500,000	0	City Staff	0
2015	Community Development Block Grant B-14-MC-06-0602	U.S. Department of Housing and Urban Development	CDBG	0	\$ 925,247	0	City Staff	0
2014	Community Development Block Grant B-14-MC-06-0602	U.S. Department of Housing and Urban Development	CDBG	0	\$ 861,889	0	City Staff	0
2013	Federal Housing Tax Credit Program	California Tax Credit Allocation Committee	Verano Apartments	\$ 13,600,000	\$ 13,600,000	\$ 2,800,000	City Staff/Amcal Multi-Housing	0
2013	Community Development Block Grant B-13-MC-06-0602	U.S. Department of Housing and Urban Development	CDBG	0	\$ 813,368	0	City Staff	0
2012	Community Development Block Grant B-12-MC-06-0602	U.S. Department of Housing and Urban Development	CDBG	0	\$ 650,969	\$ 21,731	City Staff	0
2011	Neighborhood Stabilization Program (NSP3)	U.S. Department of Housing and Urban Development	Grant to stabilize communities with high rates of abandoned and foreclosed homes	\$ 1,342,449	\$ 1,342,449	0	City Staff	0
2011	Community Development Block Grant B-11-MC-06-0602	U.S. Department of Housing and Urban Development	CDBG	0	\$ 582,926	0	City Staff	0

CITY OF PERRIS
Grant List (2005 - 2015)

Grant Year	Grant Name	Granting Agency	Grant Description	Amount Requested	Amount Awarded	Cash/ In-kind Match	Grant Writer	Grant Writing Fee
Housing Authority, Cont.								
2010	Federal Housing Tax Credit Program	California Tax Credit Allocation Committee	Mercado Apartments	\$ 14,000,000	\$ 14,000,000	\$ 6,800,000	City Staff/Amcal Multi-Housing	0
2010	Affordable Housing Program	FHL Bank	Remediation funds for the Mercado Apartments site	\$ 590,000	\$ 590,000	0	Amcal Multi-Housing	0
2010	Community Development Block Grant B-10-MC-06-0602	U.S. Department of Housing and Urban Development	CDBG	0	\$ 698,423	0	City Staff	0
2010	California State HOME Investment Program	California Department of Housing and Community Development (HCD)	First Time Homebuyer and Owner Occupied Rehabilitation Programs	\$ 800,000	\$ 800,000	0	City Staff	0
2009	Community Development Block Grant B-09-MC-06-0602	U.S. Department of Housing and Urban Development	CDBG	0	\$ 642,065	0	City Staff	0
Engineering Administration and Special Districts								
2015	Public Agency Landscape (2014-15)	Cal Smart - Metropolitan Water District	MWD rebate for Smart Controller Retrofit	\$ 3,080	\$ 3,080	0	Public Works Engineering Admin.	0
2015	Public Agency Landscape (2014-15)	Cal Smart - Metropolitan Water District	MWD rebate for Smart Controller Retrofit	\$ 7,920	\$ 7,920	0	Public Works Engineering Admin.	0
2015	Public Agency Landscape (2014-15)	Cal Smart - Metropolitan Water District	MWD rebate for Smart Controller Retrofit	\$ 880	\$ 880	0	Public Works Engineering Admin.	0

CITY OF PERRIS
Grant List (2005 - 2015)

Grant Year	Grant Name	Granting Agency	Grant Description	Amount Requested	Amount Awarded	Cash/ In-kind Match	Grant Writer	Grant Writing Fee
Engineering Administration and Special Districts, Cont.								
2015	Public Agency Landscape (2014-15)	Cal Smart - Metropolitan Water District	MWD rebate for Smart Controller Retrofit	\$ 5,280	\$ 5,280	0	Public Works Engineering Admin.	0
2015	Public Agency Landscape (2014-15)	Cal Smart - Metropolitan Water District	MWD rebate for turf removal	\$ 119,224	\$ 119,224	0	Public Works Engineering Admin.	0
2015	Accela Online Permitting (2014-15)	Western Riverside Energy Leader Partnership/Western Riverside Council of Governments (WRCOG)	Grant to pay for on-line module that allows residents to apply for certain on-line construction permits	\$ 60,000	\$ 60,000	0	Public Works Engineering Admin.	0
2015	Street Light Appraisal (2014-15)	Western Riverside Energy Leader Partnership/Western Riverside Council of Governments (WRCOG)	Independent audit and appraisal of all SCE owned streetlights in the City	\$ 10,000	\$ 10,000	0	Public Works Engineering Admin.	0
2015	SCE Street Light Audits (2014-15)	Western Riverside Energy Leader Partnership/Western Riverside Council of Governments (WRCOG)	SCE audit and inventory and appraisal of all SCE owned streetlights in the City	\$ 10,000	\$ 10,000	0	Public Works Engineering Admin.	0

CITY OF PERRIS
Grant List (2005 - 2015)

Grant Year	Grant Name	Granting Agency	Grant Description	Amount Requested	Amount Awarded	Cash/ In-kind Match	Grant Writer	Grant Writing Fee
Engineering Administration and Special Districts, Cont.								
2014	Outdoor LED Retrofit (2013-14)	Western Riverside Energy Leader Partnership/Western Riverside Council of Governments	Enhanced SCE rebate for documented energy savings	\$ 36,071	\$ 36,071	0	Public Works Engineering Administration	0
2014	Interior Lighting Retrofit (2013-14)	Western Riverside Energy Leader Partnership/Western Riverside Council of Governments	Enhanced SCE rebate for documented energy savings	\$ 36,718	\$ 36,718	0	Public Works Engineering Administration	0
2013	Riverside Transit Agency Bus Shelter (2012-13)	Riverside Transit Agency	Grant To Construct Covered Bus Shelter Structures	\$ 75,000	\$ 75,000	0	Public Works Engineering Administration (administrator)	0
2012	Municipal Energy Action Plan (2011-12)	Western Riverside Energy Leader Partnership/Western Riverside Council of Governments	Inventory and Analysis and Plan to Reduce Municipal Energy Use	\$ 25,712	\$ 25,712	0	Public Works Engineering Administration	0
2011	Energy Audits (2010-11)	Western Riverside Energy Leader Partnership/Western Riverside Council of Governments	Investment Grade Analysis/ Report of City Facilities and Park Lighting for recommended energy saving retrofits	\$ 10,000	\$ 10,000	0	Public Works Engineering Administration	0
2010	Well Pump 2 Replacement (2009-10)	Western Riverside Energy Leader Partnership/Western Riverside Council of Governments	Enhanced SCE rebate for documented energy savings	\$ 5,200	\$ 5,200	0	Public Works Engineering Administration	0
2009	Community Development Block Grant 34th year (2008-09)	Riverside County Economic Development Agency	Federal Grant non-entitlement for social services and public facilities improvements	\$ 287,278	\$ 287,278	0	Public Works Engineering Administration	0

CITY OF PERRIS
Grant List (2005 - 2015)

Grant Year	Grant Name	Granting Agency	Grant Description	Amount Requested	Amount Awarded	Cash/ In-Kind Match	Grant Writer	Grant Writing Fee
Engineering Administration and Special Districts, Cont.								
2008	Irene Rockwell Fund Grant (FY 2000-2008)	The Community Foundation	To provide local match for Federal TEA-21 Grant for restoration of Perris Depot	\$ 10,000	\$ 5,508	0	Orange Empire Railway Museum/ City Engineer's Ofc / Community Dev	0
2008	Irene Rockwell Fund Grant (FY 2002-2008)	The Community Foundation	To provide local match for Federal TEA-21 Grant for restoration of Perris Depot	\$ 10,000	\$ 11,391	0	Orange Empire Railway Museum/ City Engineer's Ofc / Community Dev	0
2008	Federal Transportation Enhancement Grant (TE-21) FY (2002-2008)	Cal-Trans District 8	Transportation Projects of Cultural and Historic Significance (Historic Depot)	\$ 77,339	\$ 406,060	0	Orange Empire Railway Museum/ City Engineer's Ofc / Community Dev	0
2008	Community Development Block Grant 33rd year (2007-08)	Riverside County Economic Development Agency	Federal Grant non-entitlement for social services and public facilities improvements	\$ 295,407	\$ 295,407	0	Public Works Engineering Administration	0
2007	Community Development Block Grant 32nd year (2006-07)	Riverside County Economic Development Agency	Federal Grant non-entitlement for social services and public facilities improvements	\$ 294,688	\$ 294,688	0	Public Works Engineering Administration	0
2006	Community Development Block Grant 31st year (2005-06)	Riverside County Economic Development Agency	Federal Grant non-entitlement for social services and public facilities improvements	\$ 334,484	\$ 334,484	0	Public Works Engineering Administration	0
2005	Community Development Block Grant 30th year (2004-05)	Riverside County Economic Development Agency	Federal Grant non-entitlement for social services and public facilities improvements	\$ 331,792	\$ 331,792	0	Public Works Engineering Administration	0

CITY OF PERRIS
Grant List (2005 - 2015)

Grant Year	Grant Name	Granting Agency	Grant Description	Amount Requested	Amount Awarded	Cash/ In-kind Match	Grant Writer	Grant Writing Fee
Police Services								
2005	Federal Transportation Enhancement Grant (TE) FY (2005)	Cal-Trans District 8	Transportation Improvements above and beyond normal standards	\$ 450,000	\$ 428,890	0	County Staff	0
2015	Off-Highway Vehicle Grant	State of California Parks & Recreation	Police Services	10,000 - 100,000	Pending	0	County Staff	0
2014	Selective Traffic Enforcement Program (STEP)	State of California - Office of Traffic Safety	Police Services	0	\$ 38,836	0	County Staff	0
2014	Juvenile Justice Crime Prevention Act (JJCPA) YAT	Board of State and Community Corrections	Probation Grant	0	\$ 118,739	0	County Staff	0
2014	ABC Mini	California Department of Alcoholic Beverage Control	Police Services	0	\$ 32,617	0	County Staff	0
2013	DUI Checkpoint	State of California - Office of Traffic Safety	Police Services	0	\$ 68,864	0	County Staff	0
2011, 2013	COPS Hiring Grant	US Department of Justice	Police Services	0	\$ 960,833	0	County Staff	0
2011	Click it or Ticket	UC Berkeley	Police Services	0	\$ 2,611	0	County Staff	0
2010 - 2012	DUI Checkpoint	UC Berkeley	Police Services	0	\$ 185,929	0	County Staff	0
2008 - 2015	COPS Justice Assistance Grant (LLEBG)	US Department of Justice	Police Services	0	\$ 315,070	0	County Staff	0
2005	Office of Traffic Safety-DUI Checkpoint/Avoid the 30	State of California - Office of Traffic Safety	Police Services	0	\$ 449,896	0	County Staff	0
2004 - 2015	Supplemental Law Enforcement Services Fund	State of California	Police Services	0	\$ 1,319,910	0	County Staff	0

CITY OF PERRIS
Grant List (2005 - 2015)

Grant Year	Grant Name	Granting Agency	Grant Description	Amount Requested	Amount Awarded	Cash/ In-Kind Match	Grant Writer	Grant Writing Fee
Police Services, Contin.								
2004 - 2006	Local Law Enforcement Block Grant Program (LLEBG)	US Department of Justice	Police Services	0	\$ 85,179	0	County Staff	0
Administration								
2015	Community Benefit Charitable Contributions Program	Kaiser Foundation Hospitals	Nutrition Education/Built Environment Health Progression	\$ 12,000	\$ 12,000	0	City Staff	0
2013	California Supplemental Nutrition Assistance Program Education (SNAP-Ed)	United States Department of Agriculture (Through the County of Riverside Department of Public Health)	Community Nutrition Education	\$ 1,000,000	\$ 1,000,000	0	City Staff	0
2011	Prop 84-Safe Drinking Water Bond Act	State of California	Enchanted Heights	\$ 9,744,830	\$ 9,744,830	\$ 252,396	EMWD	0
Development Services								
2007	Green Trees for the Golden State Grant Program	California Department of Forestry and Fire Protection	Tree Planting	\$7,000-\$250,000	\$ 164,016	0	City Staff	0
2004	Recycling Awareness Program	California Department of Conservation	Recycling Awareness	0	\$ 10,601	0	City Staff	0
TOTALS				\$ 9,744,830	\$ 98,434,389	\$ 27,106,883	\$ -	\$ 43,489

CITY OF PERRIS
Grant List (2005 - 2015)

Grant Year	Grant Name	Granting Agency	Grant Description	Amount Awarded	Grant Writer	Grant Writing Fee
City Engineer						
2015	ATP Cycle 2	Federal	Metrolink Connectivity Ped & Bike	\$ 950,000	City Engineering Staff	
2015	SB-821	RCTC	Perris Blvd Sidewalk	\$ 50,000	City Engineering Staff	
2015	TUMF	WRCOG	Ramona Exwy (I-215 to Webster)	\$ 97,000	City Engineering Staff	
2015	TUMF	WRCOG	Nuevo Road Widening	\$ 249,806	City Engineering Staff	
2014	ATP Cycle 1	Federal	Murrieta Rd Ped & Bike Improvements	\$ 1,100,000	City Engineering Staff	
2014	TUMF	WRCOG	Perris Blvd Widening (I-215 to Case Rd)	\$ 2,850,000	City Engineering Staff	
2014	MARA	RCTC	Nuevo Rd Interchange	\$ 1,600,000	City Engineering Staff	
2013	Rubberized Asphalt	CalRecycle	Harley Knox Blvd Widening (I-215 to Perris Blvd)	\$ 100,000	City Engineering Staff	
2013	TUMF Regional Arterial	RCTC	Perris Blvd Widening (Ramona Exwy to Perry St)	\$ 1,639,971	City Engineering Staff	
2013	SB-821	RCTC	Ruby Dr Sidewalk & Ped Bridge	\$ 50,000	City Engineering Staff	
2013	MARA	RCTC	Harley Knox Blvd Improvements	\$ 2,300,000	City Engineering Staff	
2013	TUMF	WRCOG	Ethanac Road Widening	\$ 250,000	City Engineering Staff	
2012	HSIP Cycle 5	Federal	Pedestrian Countdown Signal Head Upgrades	\$ 456,000	City Engineering Staff	
2012	SB-821	RCTC	Nuevo Rd Sidewalk & Ped Bridge	\$ 110,000	City Engineering Staff	
2009	Energy Effic. & Conservation Block	US Dept of Energy	Traffic Signal Synchronization	\$ 503,200	City Engineering Staff	
2009	TUMF	WRCOG	Ramona Exwy/I-215 Interchange	\$ 6,500,000	City Engineering Staff	
2008	TUMF	WRCOG	Placentia / I-215 Interchange	\$ 250,000	City Engineering Staff	
2008	SB-821	RCTC	Indian Ave Sidewalk & Ramps	\$ 80,000	City Engineering Staff	
2007	TUMF	WRCOG	4th/I-215 Interchange	\$ 8,625,000	City Engineering Staff	

SEE
FOOTNOTE
#5

CITY OF PERRIS
Grant List (2005 - 2015)

Grant Year	Grant Name	Granting Agency	Grant Description	Amount Awarded	Grant Writer	Grant Writing Fee
City Engineer						
2007	TUMF	WRCOG	Ramona Exwy Widening (I-215 to Evans)	\$ 4,039,000	City Engineering Staff	SEE FOOTNOTE #5
2007	TUMF	WRCOG	Evans Road Widening	\$ 2,784,000	City Engineering Staff	
2006	SB-821	RCTC	Ruby Dr Sidewalk & Ramps	\$ 50,000	City Engineering Staff	
2006	TUMF	WRCOG	Harley Knox Blvd Paving (Perris to Indian)	\$ 570,987	City Engineering Staff	
2006	SB-821	RCTC	6th St, 7th St and Redlands Ave Sidewalk	\$ 60,000	City Engineering Staff	
TOTALS				\$ 35,204,964		

CITY ENGINEER FOOTNOTES

1. Award dates are approximate
2. The award amount may be different from the actual for completed project
3. Perris Blvd Widening (I-215 to Case Rd) - funding allocated between FY 14/15 through FY 18/19
4. For all projects stated above, the funding had to be requested or applied for through local, state, and various agencies
5. The cost for engineering staff to prepare the applications/documents and attend meetings is normally covered under annual engineering contract.
The total amount charged to achieve the funding for above projects is estimated between \$120,000 - \$140,000.

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: August 11, 2015

SUBJECT: Resolution Establishing the Date and Time for Regular City Council Meetings

REQUESTED ACTION: That the City Council adopt Resolution No. ____ [next in order] entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ESTABLISHING THE DATE AND TIME OF REGULAR CITY COUNCIL MEETINGS

CONTACT: Eric Dunn, City Attorney

Background/Discussion:

On February 10, 2015, the City Council adopted Ordinance 1311 to amend Municipal Code Chapter 2.04 to authorize the City Council to designate the time for Council Meetings by resolution. On March 10, 2015, the City Council adopted Resolution 4840, setting the time for all regular City Council meetings to six p.m. on the second and last Tuesdays of each month.

Pursuant to the amended Chapter 2.04 of the Municipal Code, the City Council shall, from time to time, adopt a resolution prescribing the date and time for all regular meetings. The proposed resolution will establish the time for all regular City Council meetings at a time to be determined by the City Council.

Budget (or Fiscal) Impact:

None.

Reviewed by:

City Attorney X

Assistant City Manager Re

Attachments:

Consent:

Public Hearing:

Business Item: X

Other:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ESTABLISHING THE DATE AND TIME OF REGULAR CITY COUNCIL MEETINGS

WHEREAS, Government Code Section 54954(a) requires the City Council to provide by ordinance, resolution, bylaws, or by whatever other rule is required for the conduct of business by the City, the time and place for holding regular meetings; and

WHEREAS, Perris Municipal Code Section 2.04.010 requires the City Council to adopt a resolution from time to time, prescribing the date and time for all regular meetings; and

WHEREAS, in accordance with applicable laws, the City Council wishes to commence regular City Council meetings at _____ p.m., on the second and last Tuesdays of each month.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS does resolve as follows:

Section 1. The above recitals are all true and correct and incorporated herein by reference.

Section 2. The start time for all regular City Council meetings shall be _____ o'clock p.m. The date for all regular City Council meetings shall be the second and last Tuesdays of each month. Whenever the day and the time for holding any of the regular City Council meetings falls on a holiday, the meeting shall be held on the next business day unless otherwise ordered by the City Council at a prior meeting.

Section 3. 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 4. The Mayor shall sign this Resolution and the City Clerk shall certify to the adoption of this Resolution.

ADOPTED, SIGNED and APPROVED this _____th day of _____, 2015.

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 Number ____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held on the ____th day of _____2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Nancy Salazar, City Clerk

**CITY COUNCIL
AGENDA SUBMITTAL**

Meeting Date: August 11, 2015

SUBJECT: Designated City Council office and meeting area

REQUESTED ACTION: Consideration to establish a designated City Council office and meeting area.

CONTACT: City Manager

BACKGROUND/DISCUSSION: At the May 12, 2015 City Council Meeting, Councilmember Rabb requested the City Council consider establishing a dedicated City Council office and meeting area. Said area would provide a secure space for City Councilmembers to store their City related material and would also provide a designated conference area to meet with constituents.

Councilmember Rabb has since discussed the issue with staff, toured various locations throughout the City Hall and identified the Statler Building located on the easterly portion as a potential alternative. The building is approximately 500 square feet and consists of one separate isolated office, male and female restrooms and large open area.

If it is the consensus of the City Council to move forward with the subject request at the Statler Building location, staff will proceed with finalizing design and cost to proceed as suggested.

BUDGET (or FISCAL) IMPACT: To be determined

Reviewed by:
City Attorney N/A
Assistant City Manager N/A
Attachments:

Consent:
Public Hearing:
Business Item: 8-11-15
Other: