



*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**

**PURSUANT TO GOVERNOR GAVIN NEWSOM'S EXECUTIVE ORDER N-29-20
THIS MEETING WILL ALSO BE CONDUCTED AS A REMOTE MEETING VIA
ZOOM**

**Tuesday, August 31, 2021
6:30 P.M.**

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

CLOSED SESSION: 5:15 P.M.

ROLL CALL:

Rogers, Nava, Corona, Rabb, Vargas

A. Conference with Labor Negotiators - Government Code Section
54957.6

City Negotiator: Clara Miramontes, City Manager
Employee Organization: Teamsters Local 911

B. Conference with Labor Negotiators – Government Code Section
54957.6

City Negotiator: Clara Miramontes, City Manager
Employee Organization: City of Perris Unrepresented Managers

C. Conference with Legal Counsel - Potential Litigation - Government
Code Section 54956.9 (d)(2) - 1 case

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

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

2. **ROLL CALL:**

Rogers, Nava, Corona, Rogers, Vargas

3. **INVOCATION:**

Abdallah Jadallah, Director
Perris Islamic Center
3895 N Perris Blvd. Perris, CA 92571

4. **PLEDGE OF ALLEGIANCE:**

Councilmember Rogers will lead the Pledge of Allegiance.

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

6. **PRESENTATIONS/ANNOUNCEMENTS:**

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

A. Presentation of a Military Banner, to the City of Perris.

7. **YOUTH ADVISORY COMMITTEE COMMUNICATIONS: NO REPORT**

8. **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.

9. **APPROVAL OF MINUTES:**

A. Consideration to approve the Minutes of the Regular Meeting held on July 27, 2021, of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority.

10. **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. Consideration to adopt the Second Reading of Proposed Ordinance Number 1405 approving Specific Plan Amendment 19-05282 to rezone a two (2) acre site from Business Park (BPO) to Commercial (C) within the Perris Valley Commerce Center Specific Plan (PVCC SP) to allow off-site alcohol sales in association with a convenience store located at the southeast corner of Perris Blvd. and Rider Street. (APN: 300-300-026). (Applicant: Larry Roberts, Tait and Associates.)

The Second Reading of Proposed Ordinance Number 1405 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING SPECIFIC PLAN AMENDMENT (SPA) 19-05282, A REQUEST TO AMEND THE PERRIS COMMERCE CENTER SPECIFIC PLAN TO REZONE THE TWO ACRE SITE FROM BUSINESS PARK OFFICE (BPO) TO COMMERCIAL (C) TO ALLOW THE SALE OF ALCOHOL (TYPE 20) FOR OFF-SITE CONSUMPTION AND TO FACILITATE CONSTRUCTION OF A 3,227 SQUARE FOOT CONVENIENCE STORE/GAS STATION, A 2,720 SQUARE FOOT FUELING CANOPY, AND A STAND-ALONE 991 SQUARE FOOT CARWASH LOCATED AT THE SOUTHEAST CORNER OF PERRIS BLVD AND RIDER STREET, AND MAKING THE FINDINGS IN SUPPORT THEREOF

- B. Consideration to adopt the Second Reading of Proposed Ordinance Number 1406 to approve Development Agreement Amendment 21-05053-a proposal to amend the Development Agreement for the South Perris Industrial North, Site III located at the northeast corner of Ellis Avenue and Redlands Avenue. (Applicant: Steve Hollis, IDI Logistics, Inc.)

The Second Reading of Proposed Ordinance Number 1406 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, APPROVING DEVELOPMENT AGREEMENT AMENDMENT 21-05053 (MODIFYING DEVELOPMENT AGREEMENT 10-04-0010) FOR SITE 3 OF THE SOUTH PERRIS INDUSTRIAL PROJECT AND ADOPTING FINDINGS IN SUPPORT THEREOF

- C. Consideration to approve Final Parcel Map 20-05202 (TPM 37760) A final parcel map to subdivide an existing 13-acre commercial parcel within the Spectrum Shopping Center to create three individual parcels for a multi-tenant commercial development located along the west frontage of Perris Blvd. and approximately 400-feet north of Orange Ave. (APN: 310-070-078) (Applicant: Iku Shimomura, and Architects, Inc.)
- D. Consideration to approve a Contract Services Agreement with Albert A. Webb Associates for Environmental Engineering Services for the San Jacinto Avenue Connection Project.

- E. Consideration to approve the plans and specifications for the Perris Boulevard Corridor Safety Improvements (Ramona Expressway to 4th Street) and award a Construction Contract to Elecnor Belco, Inc.
- F. Consideration to approve a Purchase and Sale Agreement with Ramona & Redlands, LLC for the Acquisition of a Public Utility Easement for the Widening of Redlands Avenue. The property is located at the northwest corner of Ramona Expressway and Redlands Avenue. (APN 302-130-041)
- G. Consideration to approve an amendment to the legal services agreement with Aleshire & Wynder, LLP.
- H. Consideration to authorize the purchase of one (1) replacement cargo van from Rotolo Chevrolet for the Public Works Department.
- I. Consideration to approve a Contract Services Agreement with Flo-Services for Replacement of the 4th Street Duplex Sewage Pump Lift Station Repairs.
- J. Consideration to adopt Proposed Resolution Number (next in order) approving the Amendment of the City's Classification and Compensation Plan to include Five (5) Updated City Classifications and Authorize the Amendment of the City's Salary Range Placement Schedules Which Set Forth the Classification and Compensation Allocations for All City Employees.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING THE AMENDMENT OF THE CITY'S CLASSIFICATION AND COMPENSATION PLAN TO INCLUDE FIVE (5) UPDATED CITY CLASSIFICATIONS AND AUTHORIZE THE AMENDMENT OF THE CITY'S SALARY RANGE PLACEMENT SCHEDULES WHICH SET FORTH THE CLASSIFICATION AND COMPENSATION ALLOCATIONS FOR ALL CITY EMPLOYEES

- K. Consideration to approve a Contract Services Agreement with Pacific Graphics, Inc. for professional printing and mailing services for the On Track in Perris Newsletter.
- L. Consideration to approve the City's Monthly Check Register for June and July 2021.

11. 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 Proposed Resolution Number (next in order) approving Tentative Tract Number 37803 (TTM 19-05223) a proposal to subdivide 53.15 acres into 145 single-family residential lots with ten (10) lettered lots (A-J) located at the southwest corner of Metz Road and "A" Street, north of San Jacinto Avenue. (Applicant: Steve Letwinch, J & C International Group)
(This item was continued from the July 27, 2021 City Council Meeting)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADOPTING MITIGATED NEGATIVE DECLARATION 2352 AND APPROVING TENTATIVE TRACT MAP 37803, A PROPOSAL TO SUBDIVIDE 53.15 ACRES INTO 145 SINGLE-FAMILY RESIDENTIAL LOTS LOCATED AT THE SOUTHWEST CORNER OF METZ ROAD AND A STREET, NORTH OF SAN JACINTO AVENUE SUBJECT TO CONDITIONS OF APPROVAL AND THE FINDINGS NOTED HEREIN

Introduced by: Interim Director of Development Services Candida Neal

PUBLIC COMMENT

- B. Consideration to adopt the First Reading of Proposed Ordinance Number (next in order) approving Ordinance Amendment 19-05147 amending Perris Municipal Code (PMC) Chapters 5.54-Medical Marijuana Dispensary Regulatory Program and 5.58-Commercial Marijuana Operations Regulatory Program to allow Cannabis Lounges with on-site Cannabis Consumption at existing Cannabis Dispensaries; and adopt Resolution Number (next in order) establishing a Cannabis Lounge Application Permit Fee. (Applicant: Stan Jakubowicz, Higher Point Cannabis (formerly Holistic, Inc.))

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ALLOWING AND REGULATING THE ESTABLISHMENT AND OPERATION OF THE CANNABIS LOUNGES IN MEDICAL MARIJUANA AND CANNABIS DISPENSARIES AMENDING PERRIS MUNICIPAL CODE SECTIONS 5.54.110(9), 5.54.110(11), 5.58.100(K)(1) AND 5.58.127(L) TO REMOVE PROHIBITIONS ON ON-SITE CONSUMPTION OF CANNABIS AND CANNABIS PRODUCTS AT MEDICAL CANNABIS DISPENSARIES AND ADULT-USE CANNABIS RETAILERS AND ADDING TO PERRIS MUNICIPAL CODE SECTIONS 5.54.030 AND 5.58.030 DEFINITIONS FOR ON-SITE CANNABIS CONSUMPTION AND CANNABIS LOUNGES AND CREATING PERRIS

MUNICIPAL CODE SECTIONS 5.54.041, 5.54.042, 5.54.051, 5.54.061, 5.54.101, 5.54.110(k), 5.58.041, 5.58.042, 5.58.051, 5.58.061, 5.58.101, 5.54.100(k), AND 5.58.129

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ESTABLISHING FEES FOR THE PROCESSING OF NEW AND RENEWAL PERMIT APPLICATIONS FOR ON-SITE CONSUMPTION OF MARIJUANA AND MARIJUANA PRODUCTS AT MEDICAL MARIJUANA DISPENSARIES AND ADULT-USE MARIJUANA RETAILERS AND FEES FOR THE RELATED ADMINISTRATION AND IMPLEMENTATION OF CHAPTER 5.54 AND 5.58 OF TITLE 5 OF THE PERRIS MUNICIPAL CODE

Introduced by: Interim Director of Development Services

PUBLIC COMMENT

- C. Consideration to adopt Proposed Resolution Number (next in order) approving the Community Services Master Plan 2021-2031.

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, TO ADOPT THE COMMUNITY SERVICES MASTER PLAN, AND FINDINGS IN SUPPORT THEREOF

Introduced by: Community Services Manager Arcenio Ramirez

PUBLIC COMMENT

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

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

- A. Consideration to approve a twelve-month contract with the Social Work Action Group (SWAG) for Fiscal Year 2021-2022 Homeless Services in the City of Perris.

Introduced by: Economic Development and Housing Manager Michele Ogawa

PUBLIC COMMENT

B. Presentation of SB 1383 City Requirements.

Introduced by: Director of Public Works Bryant Hill

PUBLIC COMMENT

13. 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.

14. CITY MANAGER'S REPORT:

15. ADJOURNMENT:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Hall at (951) 943-6100. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

COVID-19 REMOTE PUBLIC COMMENT/CITIZEN PARTICIPATION

With the intent of adhering to the new community guidelines from the Center for Disease Control, the City of Perris will allow for remote public comment and participation at upcoming City Council meetings via Zoom. Public Comment is limited to three (3) minutes.

ZOOM MEETING INFORMATION

When: August 31, 2021 06:30 PM Pacific Time (US and Canada)

Topic: City Council Meeting

In order to provide Public Comment via Zoom, participants will be required to register at the following link:

https://zoom.us/webinar/register/WN_ZKBNSEpRMKGLvOxzdpAyg

After registering, you will receive a confirmation email containing information about joining the meeting.

During the council meeting, if you wish to speak, via Zoom, for public comment on any item, please select the raise hand icon next to your name. The moderator will grant you access to speak. Public Comment is limited to (3) three minutes.

THE CITY COUNCIL MEETING IS ALSO AVAILABLE FOR VIEWING AT THE FOLLOWING:

City's Website:

<https://www.cityofperris.org/government/city-council/council-meetings>

YouTube:

<https://www.youtube.com/channel/UC24S1shebvkJFv3BnxdkPpg>

Facebook:

<https://www.facebook.com/PerrisToday/>

For cable subscribers only within Perris:

Spectrum: Channel 3

Frontier: Channel 16



9.A.

CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: August 31, 2021

SUBJECT: Approval of Minutes

REQUESTED ACTION: Approve the Minutes of the Regular Joint City Council Meeting held on July 27, 2021.

CONTACT: Nancy Salazar, City Clerk *NS*

BACKGROUND/DISCUSSION: None

BUDGET (or FISCAL) IMPACT: None

Prepared by: Judy L. Haughney, CMC, Assistant City Clerk *JLH*

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Finance Director *SR*

Attachments: 1. Minutes-July 27, 2021

Consent:
Public Hearing:
Business Item:
Presentation:
Other: Approval of Minutes

ATTACHMENT 1

Minutes-July 27, 2021 Regular City Council Meeting

CITY OF PERRIS

MINUTES:

Date of Meeting: July 27, 2021

06:30 PM

Place of Meeting: City Council Chambers

PURSUANT TO GOVERNOR GAVIN NEWSOM'S EXECUTIVE ORDER N-29-20 THIS MEETING WAS ALSO CONDUCTED AS A REMOTE MEETING VIA ZOOM

CLOSED SESSION

ROLL CALL

Present: Corona, Rabb (via Zoom), Rogers (via Zoom), Nava, Vargas

Staff Present: City Manager Miramontes, City Attorney Dunn, Deputy City Attorney Tanner, Director of Finance Reyna, Director of Administrative Services Amozgar.

- A. Conference with Labor Negotiators - Government Code Section 54957.6 City Negotiator: Clara Miramontes, City Manager Employee Organization: Teamsters Local 911
- B. Conference with Legal Counsel – Existing Litigation – Government Code Section 54956.9(d)(1); 2 cases:
 1. City of Perris v. Downtown Perris Collective 316, et al. Riverside Superior Court, Case No. RIC 1721463.
 2. City of Perris v. Chi Fen Pan, et al. Riverside County Superior Court, Case No. RIC 1904635.
- C. Conference with Legal Counsel - Potential Litigation - Government Code Section 54956.9 (d)(2) - 1 case
 1. CALL TO ORDER: 6:30 P.M.

Mayor Vargas called the Regular City Council meeting to order at 6:38 p.m.

2. ROLL CALL:

Present: Corona, Rabb (via Zoom), Rogers (via Zoom), Nava, Vargas

Staff Members Present: City Manager Miramontes, City Attorney Dunn, City Engineer McKibbin, Assistant City Manager Carlos, Police Captain Sims, Fire Chief Barnett, Chief Information Officer Cervantes, Director of Community Services Chavez, Director of Finance Reyna, Interim Director of Development

Services Neal, Director of Administrative Services Amozgar, Director of Public Works Hill, Assistant City Clerk Haughney and City Clerk Salazar.

3. INVOCATION:

Pastor Joe Sabolick
New Creation Church
57 Business Park Dr. Perris, CA 92571

4. PLEDGE OF ALLEGIANCE:

Councilmember Corona led the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

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

6. PRESENTATIONS/ANNOUNCEMENTS:

A. Presentation of Interwest Community Foundation Scholarships by Interwest Consulting Group, Inc.

B. Presentation of a Military Banner, to the City of Perris, by Mr. Albert Guzman.

This item was postponed to a future meeting.

C. Presentation of a Certificate of Recognition to the Val Verde School Police Department congratulating them on receiving the 2021 National Association of School Resource Officers Region 9 Model Agency Award.

7. YOUTH ADVISORY COMMITTEE COMMUNICATIONS:

Naomi Acosta, President of the Youth Advisory Committee, gave the update.

8. APPROVAL OF MINUTES:

A. Approved the Minutes of the Special Meeting held on June 8, 2021, the Regular Meeting held on June 8, 2021, and the Special Meeting held on July 8th, 2021 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority.

The Mayor called for a motion.

M/S/C: Moved by Marisela Nava, seconded by Malcolm Corona to Approve the Minutes, as presented.

AYES: Malcolm Corona, David Starr Rabb, Rita Rogers, Marisela Nava, Michael Vargas

NOES:
ABSENT:
ABSTAIN:

9. CONSENT CALENDAR:

Councilmember Corona requested that Item 9.C. be pulled for separate consideration.

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

- A. Adopted the Second Reading of Ordinance Number 1404 placing CR&R delinquent residential refuse collection charges on property tax rolls.

The Second Reading of Ordinance Number 1404 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AMENDING SECTION 7.16.080 OF THE PERRIS MUNICIPAL CODE TO AUTHORIZE THE RIVERSIDE COUNTY TAX COLLECTOR TO PLACE DELINQUENT RESIDENTIAL REFUSE COLLECTION CHARGES ON THE PROPERTY TAX ROLLS

- B. Approved Amendment No. 3 to the Franchise Agreement between the City and CR&R for the collection and disposal of residential and commercial refuse within the City.
- C. Approved an Employment Agreement with City Manager Clara Miramontes.

Councilmember Corona requested that this item be considered separately.

**The following Councilmember spoke:
Corona**

In accordance with the Brown Act City Attorney Dunn gave an oral summary on the proposed compensation and fringe benefits being recommended for the City Manager.

**The following Councilmember spoke:
Rogers**

The Mayor called for a motion.

M/S/C: Moved by Marisela Nava, seconded by Rita Rogers to Approve Item 9.C., as presented.

AYES: David Starr Rabb, Rita Rogers, Marisela Nava, Michael Vargas

NOES: Malcolm Corona

ABSENT:

ABSTAIN:

- D. Approved Amendment No. 1 of the Agreement for Maintenance of Traffic Signals and Safety Lighting with Riverside County.
- E. Approved Amendment No. 3 of the Traffic Signal and Safety Lighting Inspection Agreement with Riverside County.
- F. Approved extension to the annual contract with RK Engineering Group, Inc. for Traffic Engineering Services.
- G. Approved Amendment No. 1 of the Cooperative Agreement with Riverside County Transportation Commission for the Placentia Avenue Widening Project.
- H. Approved a Three-Year Contract Agreement with the County of Riverside for Animal Shelter Services.
- I. Approved an Addendum Proposal to an existing contract services agreement with Blue Stone Management (BSM), for project design, project management and construction management services for the Downtown Perris Skills Training and Job Placement Center Project.
- J. Approved the First Amendments to Lease Agreements with Perris Valley Chamber of Commerce, Garth D. Moore Insurance Agency, and The Grove Community Church, for the property located at 11 South D Street, APN 313-091-001.
- K. Approved the City's Monthly Check Register for May 2021.

The Mayor called for a motion.

M/S/C: Moved by Marisela Nava, seconded by Malcolm Corona to Approve the balance of the Consent Calendar, with the exception of Item 9.C., as presented.

AYES: Malcolm Corona, David Starr Rabb, Rita Rogers, Marisela Nava, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

10. PUBLIC HEARINGS:

- A. Adopted Resolution Numbers 5825, 5826 and 5827 regarding Annexation of DPR 19-00007 to the City's Maintenance Districts. DPR 19-00007 is located along the eastern side of Wilson Ave. and approximately 1,000 feet south of Rider Street. (APN# 300-170-009) (Owner: FR Wilson Avenue, LLC)

Resolution Number 5825 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 19-00007 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2021/2022

Resolution Number 5826 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 19-00007 TO BENEFIT ZONE 156, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2021-2022

Resolution Number 5827 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 19-00007 TO BENEFIT ZONE 120, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2021-2022

Dulce Bernal, Willdan Financial gave the presentation on this item.

The Mayor opened the Public Hearing at 7:19 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 7:19 p.m.

The Mayor asked the City Clerk to open the Ballots. City Clerk Salazar opened the 3 Ballots and reported that they were all marked YES.

The Mayor called for a motion.

M/S/C: Moved by Marisela Nava, seconded by Malcolm Corona to Approve Resolution Numbers 5825, 5826 and 5827, as presented.

AYES: Malcolm Corona, David Starr Rabb, Rita Rogers, Marisela Nava, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

- B. Adopted Resolution Numbers 5828 and 5829 regarding Annexation of DPR 19-00002 to the City's Maintenance Districts. DPR 19-00002 is located at the southeast corner of Patterson Avenue and Nance Street. (APN# 314-160-003 and 314-160-004) (Owner: Park Yong Dai)

Resolution Number 5828 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 19-00002 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2021/2022

Resolution Number 5829 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 19-00002 TO BENEFIT ZONE 155, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2021-2022

Dulce Bernal, Willdan Financial gave the presentation on this item.

The Mayor opened the Public Hearing at 7:24 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 7:24 p.m.

The Mayor asked the City Clerk to open the Ballots. City Clerk Salazar opened the 2 Ballots and reported that they were all marked YES.

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by Marisela Nava to Approve Resolution Numbers 5828 and 5829, as presented.

AYES: Malcolm Corona, David Starr Rabb, Rita Rogers, Marisela Nava, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

- C. Adopted Resolution Numbers 5830 and 5831 regarding Annexation of DPR 19-00002 to CFD 2001-3 (North Perris Public Safety District)- Annexation No. 42. DPR 19-00002 is located at the southeast corner of Patterson Avenue and Nance Street. (APN# 314-160-003 and 314-160-004)(Owner: Park Yong Dai)

Resolution Number 5830 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 42 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 42

Resolution Number 5831 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 42 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF

ANNEXATION NO. 42 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Dulce Bernal, Willdan Financial gave the presentation on this item.

The Mayor opened the Public Hearing at 7:28 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 7:28 p.m.

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by David Starr Rabb to Approve Resolution Number 5830, as presented.

AYES: Malcolm Corona, David Starr Rabb, Rita Rogers, Marisela Nava, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

The Mayor asked the City Clerk to open the Ballot. City Clerk Salazar opened the Ballot and reported that it was marked YES.

The Mayor called for a motion.

M/S/C: Moved by Marisela Nava, seconded by Malcolm Corona to Approve Resolution Number 5831, as presented.

AYES: Malcolm Corona, David Starr Rabb, Rita Rogers, Marisela Nava, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

- D. Adopted Resolution Numbers 5832 and 5833 regarding Annexation of DPR 19-00002 to CFD 2018-02 (Public Services District)-Annexation No. 5. DPR 19-00002 is located at the southeast corner of Patterson Avenue and Nance Street. (APN# 314-160-003 and 314-160-004) (Owner: Park Yong Dai)

Resolution Number 5832 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 5 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 5

Resolution Number 5833 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT)

OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 5 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 5 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Dulce Bernal, Willdan Financial gave the presentation on this item.

The Mayor opened the Public Hearing at 7:31 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 7:31 p.m.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Malcolm Corona to Approve Resolution Number 5832, as presented.

AYES: Malcolm Corona, David Starr Rabb, Rita Rogers, Marisela Nava, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

The Mayor asked the City Clerk to open the Ballot. City Clerk Salazar opened the Ballot and reported that it was marked YES.

The Mayor called for a motion.

M/S/C: Moved by Marisela Nava, seconded by Rita Rogers to Approve Resolution Number 5833, as presented.

AYES: Malcolm Corona, David Starr Rabb, Rita Rogers, Marisela Nava, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

- E. Adopted Resolution Numbers 5834 and 5835 regarding Annexation of DPR 19-00007 to CFD 2001-3-Annexation No. 43. DPR 19-00007 is located at the eastern side of Wilson Ave. and approximately 1,000 feet south of Rider Street. (APN# 300-170-009) (Owner: FR Wilson Avenue, LLC)

Resolution Number 5834 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 43 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 43

Resolution Number 5835 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 43 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 43 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Dulce Bernal, Willdan Financial gave the presentation on this item.

The Mayor opened the Public Hearing at 7:34 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 7:34 p.m.

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by Marisela Nava to Approve Resolution Number 5834, as presented.

AYES: Malcolm Corona, David Starr Rabb, Rita Rogers, Marisela Nava, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

The Mayor asked the City Clerk to open the Ballot. City Clerk Salazar opened the Ballot and reported that it was marked YES.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Rita Rogers to Approve Resolution Number 5835, as presented.

AYES: Malcolm Corona, David Starr Rabb, Rita Rogers, Marisela Nava, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

- F. Adopted Resolution Number 5836 and 5837 regarding Annexation of DPR 19-00007 to CFD 2018-02-Annexation No. 6. DPR 19-00007 is located at the eastern side of Wilson Ave. and approximately 1,000 feet south of Rider Street. (APN# 300-170-009)(Owner: FR Wilson Avenue, LLC)

Resolution Number 5836 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 6 THE QUESTION OF ANNEXING SUCH

TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 6

Resolution Number 5837 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 6 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 6 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Dulce Bernal, Willdan Financial gave the presentation on this item.

The Mayor opened the Public Hearing at 7:37 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 7:37 p.m.

The Mayor called for a motion.

M/S/C: Moved by Marisela Nava, seconded by Malcolm Corona to Approve Resolution Number 5836, as presented.

AYES: Malcolm Corona, David Starr Rabb, Rita Rogers, Marisela Nava, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

The Mayor asked the City Clerk to open the Ballot. City Clerk Salazar opened the Ballot and reported that it was marked YES.

The Mayor called for a motion.

M/S/C: Moved by Marisela Nava, seconded by David Starr Rabb to Approve Resolution Number 5837, as presented.

AYES: Malcolm Corona, David Starr Rabb, Rita Rogers, Marisela Nava, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

- G. Adopted Resolution Numbers 5838 and 5839 regarding Annexation of TR 32769-Faith Circle to CFD 1-S (South Perris Public Services District)-Annexation No. 8. TR 32769-Faith Circle is located west of South B Street and south of West 11th Street. (APN# 313-230-036 to 313-230-041; 313-230-043 to 313-230-054) (Owner: 45110 17th St. East Properties, LLC)

Resolution Number 5838 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS,

ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 8 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 8

Resolution Number 5839 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 8 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 8 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Dulce Bernal, Willdan Financial gave the presentation on this item.

The Mayor opened the Public Hearing at 7:41 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 7:41 p.m.

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by Marisela Nava to Approve Resolution Number 5838, as presented.

AYES: Malcolm Corona, David Starr Rabb, Rita Rogers, Marisela Nava, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

The Mayor asked the City Clerk to open the Ballot. City Clerk Salazar opened the Ballot and reported that it was marked YES.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Number 5839, as presented.

AYES: Malcolm Corona, David Starr Rabb, Rita Rogers, Marisela Nava, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

- H. Adopted the Second Reading of Ordinance Number 1403 Amending the Contract between the Board of Administration California Public Employees' Retirement System and the City of Perris.

The Second Reading of Ordinance Number 1403 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF PERRIS AND THE BOARD OF ADMINISTRATION, CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Director of Administrative Services Saida Amozgar introduced the item and noted that the item had been placed as a Public Hearing per CalPers requirements. She then turned the item over to Management Analyst for Human Resources Michelle Clay for the Presentation.

The Mayor opened the Public Hearing at 7:46 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 7:46 p.m.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Marisela Nava to Approve the Second Reading of Ordinance Number 1403, as presented.

AYES: Malcolm Corona, David Starr Rabb, Rita Rogers, Marisela Nava, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

- I. **This item was continued until the August 31, 2021 City Council meeting-Consideration to adopt Proposed Resolution Number (next in order) approving Tentative Tract Map 37803 (TTM 19-05223) a proposal to subdivide 53.15 acres into 145 single-family residential lots with ten (10) lettered lots (A-J) and is located at the southwest corner of Metz Road and "A" Street, north of San Jacinto Avenue. (Applicant: Steve Letwinch, J & C International Group).**

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADOPTING MITIGATED NEGATIVE DECLARATION 2352 AND APPROVING TENTATIVE TRACT MAP 37803, A PROPOSAL TO SUBDIVIDE 53.15 ACRES INTO 145 SINGLE-FAMILY RESIDENTIAL LOTS LOCATED AT THE SOUTHWEST CORNER OF METZ ROAD AND A STREET, NORTH OF SAN JACINTO AVENUE SUBJECT TO CONDITIONS OF APPROVAL AND THE FINDINGS NOTED HEREIN

This item was presented by Senior Planner Nathan Perez.

The following Councilmember's spoke:

Nava

Corona

They Mayor opened the Public Hearing at 7:59 p.m.

The following people spoke:

Lorna Hulstrom

Alex M.

The City Clerk read a letter that was submitted by Rene Eduardo, into the record.

The Mayor closed the Public Hearing at 8:13 p.m.

**The following Councilmember's spoke:
Rabb**

**Corona
Nava**

Rogers

They Mayor re-opened the Public Hearing at 8:29 p.m.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Malcolm Corona to Approve Continuance of this item to the August 31, 2021 City Council meeting.

AYES: Malcolm Corona, David Starr Rabb, Marisela Nava

NOES: Rita Rogers, Michael Vargas

ABSENT:

ABSTAIN:

The Mayor called for a recess at 8:32 p.m.

The Mayor reconvened the meeting at 8:45 p.m.

- J. Adopted Resolution Number 5840 adopting Mitigated Negative Declaration (MND) No. 2356 and approving Conditional Use Permit (CUP) 19-05281 and Variance (VAR) 20-05162; and introduced the First Reading of Ordinance Number 1405 adopting Specific Plan Amendment 19-05282. The project is a proposed Perris Valley Commerce Center Specific Plan amendment to rezone a two (2) acre site from Business Park (BPO) to Commercial (C) and related entitlements to allow construction of a convenience store with on-site alcohol sales, gas station and automatic car wash and is located at the southeast corner of Perris Blvd. and Rider Street. (APN: 300-300-026). (Applicant: Larry Roberts, Tait Associates.)

Resolution Number 5840 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADOPTING MITIGATED NEGATIVE DECLARATION (MND) 2356, AND APPROVING CONDITIONAL USE PERMIT (CUP) 19-05271 AND VARIANCE (VAR) 20-05162 SUBJECT TO THE ADOPTION OF SPECIFIC PLAN AMENDMENT (SPA) 19-05282 TO ALLOW THE SALE OF ALCOHOL (TYPE 20) FOR OFF-SITE CONSUMPTION

AND TO CONSTRUCT A 3,227 SQUARE FOOT CONVENIENCE STORE/GAS STATION, A 2,720 SQUARE FOOT FUELING CANOPY, AND A STAND-ALONE 991 SQUARE FOOT CARWASH LOCATED AT THE SOUTHEAST CORNER OF PERRIS BLVD AND RIDER STREET SUBJECT TO CONDITIONS OF APPROVAL AND THE FINDINGS NOTED HEREIN

The First Reading of Ordinance Number 1405 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING SPECIFIC PLAN AMENDMENT (SPA) 19-05282, A REQUEST TO AMEND THE PERRIS COMMERCE CENTER SPECIFIC PLAN TO REZONE THE TWO ACRE SITE FROM BUSINESS PARK OFFICE (BPO) TO COMMERCIAL (C) TO ALLOW THE SALE OF ALCOHOL (TYPE 20) FOR OFF-SITE CONSUMPTION AND TO FACILITATE CONSTRUCTION OF A 3,227 SQUARE FOOT CONVENIENCE STORE/GAS STATION, A 2,720 SQUARE FOOT FUELING CANOPY, AND A STAND-ALONE 991 SQUARE FOOT CARWASH LOCATED AT THE SOUTHEAST CORNER OF PERRIS BLVD AND RIDER STREET, AND MAKING THE FINDINGS IN SUPPORT THEREOF

This item was presented by Senior Planner Nathan Perez.

The following Councilmember's spoke:

Rabb

Corona

Vargas

The Mayor opened the Public Hearing at 8:54 p.m.

The following person spoke at Public Comment:

Nannette Plascencia

The Mayor closed the Public Hearing at 8:57 p.m.

The Mayor called for a motion.

M/S/C: Moved by Marisela Nava, seconded by Rita Rogers to Approve Resolution Number 5840 and the First Reading of Ordinance Number 1405, as presented.

AYES: Malcolm Corona, Rita Rogers, Marisela Nava, Michael Vargas

NOES: David Starr Rabb

ABSENT:

ABSTAIN:

- K. Adopted Resolution Number 5841 regarding Appeal Application 21-05140 an appeal by Golden State Environmental Justice Alliance of the Planning Commission's certification of Environmental Impact Report (EIR) 19-05180 (SCH#:2019100297) and approval of Development Plan Review

(DPR) 19-00004 and Tentative Parcel Map 37437 (TPM 19-05058) and DPR 19-00006 and TPM 37438 (TPM 19-05096) (aka Rider II & IV project) to allow construction of two high-cube warehouses totaling 1,353,586 sq. ft. on the east side of Redlands Avenue between Rider Street and Morgan Street, and to consolidate nine (9) lots into two parcels, and including improvements to the Perris Valley Storm Drain Channel (PVSD Channel) and Rider Street bridge. (Applicant: Hannah Bentley/Josh Bourgeois, Golden State Environmental Justice Alliance

Resolution Number 5841 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA DENYING GOLDEN STATE ENVIRONMENTAL JUSTICE ALLIANCE'S APPEAL AND AFFIRMING THE PLANNING COMMISSION CERTIFICATION OF THE ENVIRONMENTAL IMPACT REPORT (EIR) 19-05180 (SCH#: 2019100297) AND APPROVAL OF DEVELOPMENT PLAN REVIEWS 19-00004 AND 19-00006 AND TENTATIVE PARCEL MAPS 37437 AND 37438, CONSISTING OF CONSTRUCTION OF TWO HIGH- CUBE WAREHOUSES TOTALING 1,353,586 SQ. FT. ON THE EAST SIDE OF REDLANDS AVENUE BETWEEN RIDER STREET AND MORGAN STREET, AND TO CONSOLIDATE NINE (9) LOTS INTO TWO PARCELS, AND INCLUDING RELATED IMPROVEMENTS TO THE PERRIS VALLEY STORM DRAIN CHANNEL (PVSD CHANNEL) AND RIDER STREET BRIDGE, SUBJECT TO THE CONDITIONS OF APPROVAL AND FINDINGS CONTAINED HEREIN

Interim Director of Development Services Candida Neal gave the presentation on this item.

City Manager Clara Miramontes noted that several comment letters had been received and read a list of the letters received into the record.

- 1. Allen Matkins on behalf of IDI**
- 2. T&B Planning on behalf of IDI**
- 3. Blum Collins, LLP on behalf of Golden State Environmental Justice Alliance**
- 4. Attachment-Grid Alternatives**

The following Councilmember spoke:

Rabb

The Mayor opened the Public Hearing at 9:19 p.m.

The following people spoke at Public Comment:

Joshua Bourgeois, Applicant

Stephen Hollis

Nannette Plascencia

Juan Serrato

Jose Garcia

The Mayor closed the Public Hearing at 9:33 p.m.

The following Councilmember's spoke:

Rabb

Corona

Vargas

Rogers

Nava

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Number 5841, as presented.

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

NOES: Marisela Nava

ABSENT:

ABSTAIN:

- L. Adopted Resolution Number 5842 and Introduced the First Reading of Ordinance Number 1406 regarding Major Modification (MM) 20-05166 of TPM 35877 and DPR 08-01-0007; Development Agreement (DA) Amendment 21-05053; Tentative Parcel Map 37998 (TPM 21-05119); Conditional Use Permit (CUP) 21-05133; and EIR Addendum #2 (21-05054) (aka – IDI South Perris Industrial North) – A proposal to adjust the parcel sizes, and modify the overall building square footage (SF) of the South Perris Industrial North project's original approval in 2010 (i.e., DPR 08-01-0007 at 3,166,456 SF) and the Major Modification approval in 2020 (MM 19-05332 at 2,358,347 SF) consisting of three industrial buildings totaling 2,840,836 SF with associated changes to the parking, landscaping, and driveway access on a 215.6-net-acre vacant site located at the northeast corner of Redlands Avenue and Ellis Avenue. (Applicant: Steve Hollis, IDI Logistics, Inc.)

Resolution Number 5842 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ADOPTING AN ADDENDUM (PLN 21-05054) TO THE PREVIOUSLY CERTIFIED FINAL ENVIRONMENTAL IMPACT REPORT (SCH. NO. 2008071060) RELATING TO SITE 3 OF THE SOUTH PERRIS INDUSTRIAL PROJECT; APPROVING TENTATIVE PARCEL MAP 37998 (TPM 21-05119); MAJOR MODIFICATION 20-05166 AND CONDITIONAL USE PERMIT 21-05133, WHICH MODIFY THE ORIGINAL PROJECT (DEVELOPMENT PLAN REVIEW DPR 08-01-0007) TO RECONFIGURE AND REDUCE THE NUMBER OF INDUSTRIAL WAREHOUSE BUILDINGS AND OVERALL BUILDING SQUARE FOOTAGE (SF) AS SPECIFIED THEREIN; AND ADOPTING AN ORDINANCE APPROVING A RELATED DEVELOPMENT AGREEMENT 21-05053 (MODIFYING DEVELOPMENT AGREEMENT 10-04- 0010); AND ADOPT FINDINGS IN SUPPORT THEREOF

The First Reading of Ordinance Number 1406 is entitled:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
PERRIS, CALIFORNIA, APPROVING DEVELOPMENT
AGREEMENT AMENDMENT 21-05053 (MODIFYING
DEVELOPMENT AGREEMENT 10-04-0010) FOR SITE 3 OF THE
SOUTH PERRIS INDUSTRIAL PROJECT AND ADOPTING
FINDINGS IN SUPPORT THEREOF

Interim Director of Development Services Candida Neal presented the item.

The following Councilmember's spoke:

Nava

Corona

The Mayor opened the Public Hearing at 10:47 p.m.

The following people spoke at Public Comment:

Jayson Baiz

Eddie Rivera

The Mayor closed the Public Hearing at 10:52 p.m.

The following Councilmember's spoke:

Corona

Vargas

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Malcolm Corona to Approve Resolution Number 5842 and the First Reading of Ordinance Number 1406, as presented.

AYES: Malcolm Corona, David Starr Rabb, Rita Rogers, Marisela Nava, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

11. BUSINESS ITEMS:

- A. Appointed a City Councilmember as a Voting Delegate and two (2) Alternates for the League of California Cities (LOCC) Annual Conference being held September 22, 2021 to September 24, 2021 in Sacramento, California.**

City Manager Clara Miramontes introduced the item.

Mayor Vargas was appointed as the Delegate. Mayor Pro Tem Rabb and Councilmember Corona were appointed as Alternates.

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

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by David Starr Rabb to Approve The appointment of Mayor Vargas as the Delegate and Mayor Pro Tem and Councilmember Corona as Alternates.

AYES: Malcolm Corona, David Starr Rabb, Rita Rogers, Marisela Nava, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

B. Received and Filed the Local Road Safety Plan.

City Engineer Stuart McKibbin introduced the item and turned it over for presentation to Daryl D Pencier of Kimley-Horn.

The following Councilmember spoke:

Nava

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

C. 2021-2029 Housing Element Sites Discussion.

This item was introduced by Interim Director of Development Services Candida Neal and turned over to Planning Manager Kenneth Phung and Alexa Washburn and Sarah Walker of National Community Renaissance, who co-presented.

The following Councilmember's spoke:

Corona

Nava

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

12. PUBLIC COMMENT/CITIZEN PARTICIPATION:

There was no Public Comment.

13. COUNCIL COMMUNICATIONS:

**Corona
Nava
Vargas**

14. CITY MANAGER'S REPORT:

15. ADJOURNMENT:

There being no further business Mayor Vargas adjourned the Regular City Council meeting at 11:48 p.m. in memory of Albert Guzman who passed away in July 2021.

Respectfully Submitted,

Nancy Salazar, City Clerk



10.A.

CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: August 31, 2021

SUBJECT: Ordinance No. 1405 approving Specific Plan Amendment (SPA) 19-05282 to rezone a two (2) acre site from Business Park (BPO) to Commercial (C) within the Perris Valley Commerce Center Specific Plan (PVCC SP) to allow off-site alcohol sales in association with a convenience store located at the southeast corner of Perris Blvd and Rider Street (APN:300-300-026).

Applicant: Larry Roberts, Tait and Associates

REQUESTED ACTION: **Second Reading and Adoption** of Ordinance No. 1405 approving SPA 19-05282.

CONTACT: Candida Neal, Interim Director of Development Services

BACKGROUND/DISCUSSION:

On July 27, 2021, the City Council introduced the first reading of Ordinance Number 1405 to approve SPA 19-05282 and adopted Resolution Number 5840 to approve Conditional Use Permit 19-05281 and Variance 20-05162 to facilitate the construction of a convenience store located at the southeast corner of Perris Boulevard and Rider Street. The proposed Specific Plan Amendment from BPO to Commercial is to allow the sale of alcohol (Type 20 ABC) for off-site consumption in association with a proposed *7-Eleven* convenience store/gas station, subject to a Conditional Use Permit. The SPA is necessary, as although the BPO zone would allow a convenience store and gas station subject to a Conditional Use Permit, the BPO zone does not permit alcohol sales for off-site consumption.

All the proposed changes associated with the SPA are documented in Attachment 1. Upon adoption, the Ordinance will become enacted thirty days thereafter (October 1, 2021).

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

Prepared by: Nathan Perez, Senior Planner
REVIEWED BY: Kenneth Phung, Planning Manager

City Attorney _____
Assistant City Manager _____
Finance Director EQ

Attachments:

1. City Council Ordinance No. 1405 with Specific Plan Amendment redlined sections
2. City Council Submittal dated July 27, 2021

Consent: August 31, 2021

ATTACHMENT 1
CITY COUNCIL ORDINANCE NO. 1405 WITH
SPECIFIC PLAN AMENDMENT REDLINED
SECTIONS

ORDINANCE NUMBER NO. 1405

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING SPECIFIC PLAN AMENDMENT (SPA) 19-05282, A REQUEST TO AMEND THE PERRIS COMMERCE CENTER SPECIFIC PLAN TO REZONE THE TWO ACRE SITE FROM BUSINESS PARK OFFICE (BPO) TO COMMERCIAL (C) TO ALLOW THE SALE OF ALCOHOL (TYPE 20) FOR OFF-SITE CONSUMPTION AND TO FACILITATE CONSTRUCTION OF A 3,227 SQUARE FOOT CONVENIENCE STORE/GAS STATION, A 2,720 SQUARE FOOT FUELING CANOPY, AND A STAND-ALONE 991 SQUARE FOOT CARWASH LOCATED AT THE SOUTHEAST CORNER OF PERRIS BLVD AND RIDER STREET, AND MAKING THE FINDINGS IN SUPPORT THEREOF.

WHEREAS, the applicant, Larry Roberts, filed a Conditional Use Permit (CUP) 19-05281, Specific Plan Amendment (SPA) 19-05282, Variance (VAR) 20-05162 for a request to amend the Perris Commerce Center Specific Plan (PVCCSP) to rezone a two (2) acre site (APN:300-300-026) from Business Professional Office (BPO) to Commercial (C) to allow the sale of alcohol (Type 20 ABC) for off-site consumption, and to facilitate construction of a 3,227 sq. ft. 7-Eleven convenience store/gas station, a 2,720 sq. ft. fueling canopy, and a stand-alone 991 sq. ft. automatic drive-thru carwash located at the southeast corner of Perris Blvd and Rider Street (Project); and

WHEREAS, the City Council adopted a Zoning Ordinance establishing zoning designations and development standards for the City of Perris; and,

WHEREAS, proposed Project is considered a “project” as defined by the California Environmental Quality Act (CEQA);

WHEREAS, On September 17, 2020, the Riverside County Airport Land Use Commission (ALUC) considered and determined that the Project as "Consistent" with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan (MARB ALUCP); and

WHEREAS, between May 5, 2021 to June 3, 2021, the Initial Study/MND 2356 (SCH # 2021050082) for the Project was made available for public review and comment during a state-mandated 30-day public review period ; and

WHEREAS, a duly noticed Planning Commission public hearing was held on June 16, 2021, at which time all interested persons were given full opportunity to be heard and to present evidence, and, after considering all oral and written testimony from members of the public and City staff, including, but not limited to, City staff presentations and staff reports, accompanying documents and exhibits, recommended approval of the proposed Project to the City Council; and

WHEREAS, the Conditional Use Permit (CUP) 19-05281, Specific Plan Amendment (SPA) 19-05282, and Variance (VAR) 20-05162 have been duly noticed; and

WHEREAS, on July 27, 2021, the City Council conducted a duly noticed public hearing on the proposed Project at which time all interested persons were given full opportunity to be heard and to present evidence, and the City Council considered all oral and written testimony and materials from members of the public and City staff, including, but not limited, to presentations and staff reports, accompanying documents and exhibits; and

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

WHEREAS, Chapter 19.54 of the City of Perris Municipal Code (Zoning Code, Authority and Review Procedures) authorizes the City to approve, conditionally approve, or deny requests for specific plan amendments; and

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

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

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

Section 2. The City Council hereby determines pursuant to Section 15070 of the CEQA Guidelines that based upon on the forgoing, the Initial Study, staff report, supporting exhibits, prepared for the Project in accordance with City of Perris guidelines for implementing the CEQA, and all written and oral testimony presented at the public hearing, all potential significant effects on the environment can be reduced to a less than significant level through mitigation measures, the design of the development, the City's Zoning Code, and standard requirements of the City, therefore an initial study/Mitigated Negative Declaration (MND) 2356 (SCH # 2021050082) has been prepared. The Initial Study was undertaken for the purpose of determining whether the Project may have a significant effect on the environment. From all potential impacts evaluated, impacts in the area of biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, and noise were identified, but will be reduced to less than significant levels with implementation of the mitigation measures identified in the Initial Study. The City did not identify any significant, unavoidable impacts that require further analysis in an Environmental Impact Report. No significant environmental effects would occur and there is no substantial evidence, in light of the whole record, that the Project as revised may have a significant effect on the environment, and a Mitigated Negative Declaration (MND) 2356 (SCH # 2021050082) has been prepared. The City has complied with the California Environmental Quality Act (CEQA) and determinations of the City Council reflect the independent judgment of the City. The City Council, therefore and in accordance with its Resolution No. (next in order), adopts MND 2356.

Section 3. Based upon the foregoing, information and findings presented in the staff report and supporting exhibits, and all written and oral testimony presented at the public hearing on July 27, 2021, with respect to Specific Plan Amendment (SPA) 19-05282 to amend the Perris Commerce Center Specific Plan (PVCCSP) to rezone a two (2) acre site (APN:300-300-026) from Business Professional Office (BPO) to Commercial (C), the City Council finds that:

1. The Specific Plan Amendment (SPA) 19-05282 is consistent with the General Plan Land Use Map and applicable General Plan objectives, policies, and programs.

The Specific Plan Amendment (SPA) 19-05282 is consistent with, and will contribute to achieving, the goals and objectives established by the City of Perris General Plan to: 1) to accommodate diversity in the local economy. The General Plan designation for the project site is *Perris Valley Commerce Center Specific Plan (PVCC)* with an underlying land use designation of Business Park Office (BPO). The proposed zone change to Commercial implements Policy III.A. of the City of Perris General Plan (2030) as discussed below.

Policy III.A states, “The commerce and industry to provide jobs for residents at all economic levels to accommodate diversity in the local economy.” The proposed Commercial operation/land uses are appropriate within the Perris Blvd Corridor which will provide commercial retail uses for the area of Perris lacking commercial. Also, the rezone allows for future commercial development of commercial base uses which would produce commercial retail-based jobs within the vicinity of the area. Implementation measure III.A.1., states to rezone properties are required to be consistent with surrounding zoned properties to accomplish Policy III.A.

2. The Specific Plan Amendment (SPA) 19-05282 provides adequate text and diagrams to adequately address the following issues in detail:
 - a. The distribution, location, and extent of the uses of land, including open space, within the area covered by the Plan.

The proposed Specific Plan Amendment (SPA) 19-05282 's changes to the zoning from BPO (Business Park Office) to Commercial is appropriate since the proposal includes a commercial gas station/convenience store along the Perris Blvd main thoroughfare and Rider Street providing services for portions of Perris that lack commercial uses. In regard to open space, this is not applicable to industrial or business park, or commercial development as there is no designated park land in the PVCC Specific Plan. However, park fees have been adopted for developments within the PVCC SP which will be collected when

development occurs to pay for renovation and expansion of parks that may directly contribute to population growth in the city and may necessitate additional park construction.

- b. The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the Plan and needed to support the land uses described in the Plan.

The PVCC Specific Plan and Specific Plan Amendment (SPA) 19-05282 contains an Infrastructure Plan for major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities. The Infrastructure Plan provides and identifies necessary improvements for development. Since the Commercial Zone is similar to Business Park Office the Infrastructure Plan is designed to accommodate the proposed land use change. The request to change the land use designations will have no impact on the need for infrastructure, nor will it impact existing facilities in ways not previously covered under the original PVCC Specific Plan.

- c. Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.

The PVCC Specific Plan and Specific Plan Amendment (SPA) 19-05282 contains standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources. Also, the Commercial zoning standards are similar to the Business Park Office Standards in setbacks, and parking requirements. The development standards are fully described in the existing specific plan. No changes to the standards are requested.

- d. A program of implementation measures including regulation, programs, public works projects, and financing measures necessary to carry out the provisions contained in paragraphs a, b, and c above.

Development of the proposed land use change will require implementation measures including regulation, programs, public works projects, and financing measures necessary to carry out the provisions contained in paragraphs a, b, and c above. The program of implementation is fully described in the existing PVCC Specific Plan. No changes to the program of implementation is requested.

Section 4. Based upon the foregoing, information and findings presented in the staff report and supporting exhibits, and all written and oral testimony presented at the public hearing on July 27, 2021, the City Council hereby approves Specific Plan Amendment (SPA) 19-05282, which is attached hereto, for a request to amend the Perris Commerce Center Specific Plan (PVCCSP) to rezone a two (2) acre site (APN:300-300-026) from Business Professional Office (BPO) to Commercial (C) to allow the sale of alcohol (Type 20 ABC) for off-site consumption, and to facilitate construction of a 3,227 sq. ft. 7-Eleven convenience store/gas station, a 2,720 sq. ft. fueling canopy, and a stand-alone 991 sq. ft. automatic drive-thru carwash located at the southeast corner of Perris Blvd and Rider Street, subject to the attached Conditions of Approval.

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

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

ADOPTED, SIGNED and APPROVED this 31st day of August 2021.

Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Ordinance Number (next in order) was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 27th day of July 2021 by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

Attachment: Specific Plan Amendment (SPA) 19-05282 (Redlined Sections)

ACKNOWLEDGEMENTS



Perris Valley Commerce Center Specific Plan **Amendment No. 9**

City of Perris

Prepared by:
TAIT & Associates, Inc.
701 N. Parkcenter Drive,
Santa Ana, CA 92705

Approved: January 10, 2012, Ordinance No. 1284
Amendment No. 1 Approved: September 25, 2012, Ordinance No. 1288
Amendment No. 2 Approved: November 27, 2012, Resolution No. 4538
Amendment No. 3 Approved: February 9, 2016, Ordinance No. 1324
Amendment No. 4 Approved: February 9, 2016, Ordinance No. 1323
Amendment No. 5 Approved: September 13, 2016, Ordinance No. 1331
Amendment No. 6 Approved: February 14, 2017, Ordinance No. 1337
Amendment No. 7 Approved: June 13, 2017, Ordinance No. 1346
Amendment No. 8 Approved: April 10, 2018, Ordinance No. 1361
Amendment No. 9 Approved:

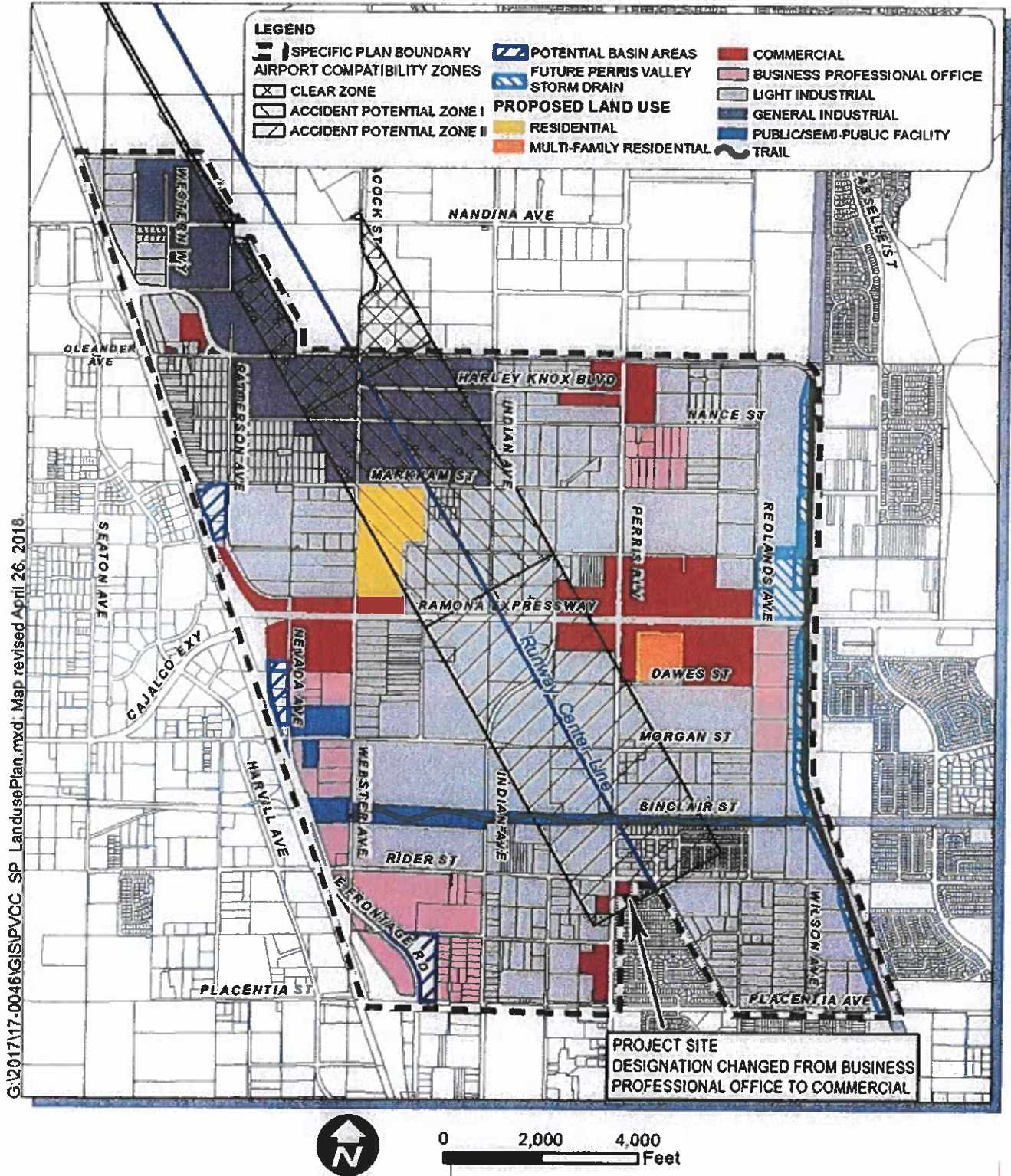
Document Updates



Amendment No.	Case No.	Details of Amendment	Approval Date
5	16-0525	The purpose of Amendment No. 5 is to modify section 12, the Airport Overlay Zone to update the 2014 March Air Reserve Base/Inland Port Airport Compatibility Plan.	09-13-2016 Ordinance #1331
6	14-04-0001	The purpose of Amendment No. 6 is to modify Figure 2.0-1, Specific Plan Land Use Designation, Figure 4.0-16, Residential Buffer, and Table 2.0-1, Land Use Comparison to reflect a change in land use designation from Commercial-Retail (C) to Light Industrial (LI), for the properties bound by Interstate 215 to the east, Harley Knox Boulevard to the south and west, and W. Oleander Avenue to the north consisting of approximately 23.66 acres.	02/14/2017 Ordinance #1337
7	16-05077	The purpose of Amendment No. 7 is to modify Figure 2.0-1, Specific Plan Land Use Designation, Figure 4.0-16, Residential Buffer, and Table 2.0-1, Land Use Comparison to reflect a change in land use designation of 7.48 acres from Commercial-Retail (C) to Light Industrial (LI).	6/13/2017 Ordinance # 1346
8	17-05242	The purpose of Amendment No. 8 is to modify Figure 2.0-1, Specific Plan Land Use Designation, Figure 4.0-16, Residential Buffer, and Table 2.0-1, Land Use Comparison to reflect a change in land use designation of 16.22 acres from Business Professional Office (BPO) to Light Industrial (LI), for four parcels located at the southwest corner of Markham Avenue and Webster Avenue.	4/10/2018 Ordinance #1361
9		The purpose of Amendment No. 9 is to modify Figure 2.0-1, Specific Plan Land Use Designation, Figure 4.0-16, Residential Buffer, and Table 2.0-1, Land Use Comparison to reflect a change in land use designation from Business Professional Office (BPO) to Commercial-Retail (C), for the property at the southeast corner of Perris Boulevard and Rider Street.	



Figure 2.0-1, Specific Plan Land Use Designation



G:\2017\17-0046\GIS\SPVCC SP LandusePlan.mxd Map revised April 26, 2018.

PERRIS VALLEY COMMERCE CENTER LAND USE PLAN



new residential development, schools or churches. It should be noted that there is some existing residential development in this area.

Accident Potential Zone II (APZ-II): This zone prohibits many uses that involve hazardous materials (such as gas stations), and those uses that have higher densities of people per acre. Non-residential development will be limited to those uses that have not more than 50 persons per acre at any time, including hotels and motels. This zone prohibits new residential development, schools or churches.

2.2 Summary of Perris Valley Commerce Center Land Use Comparison

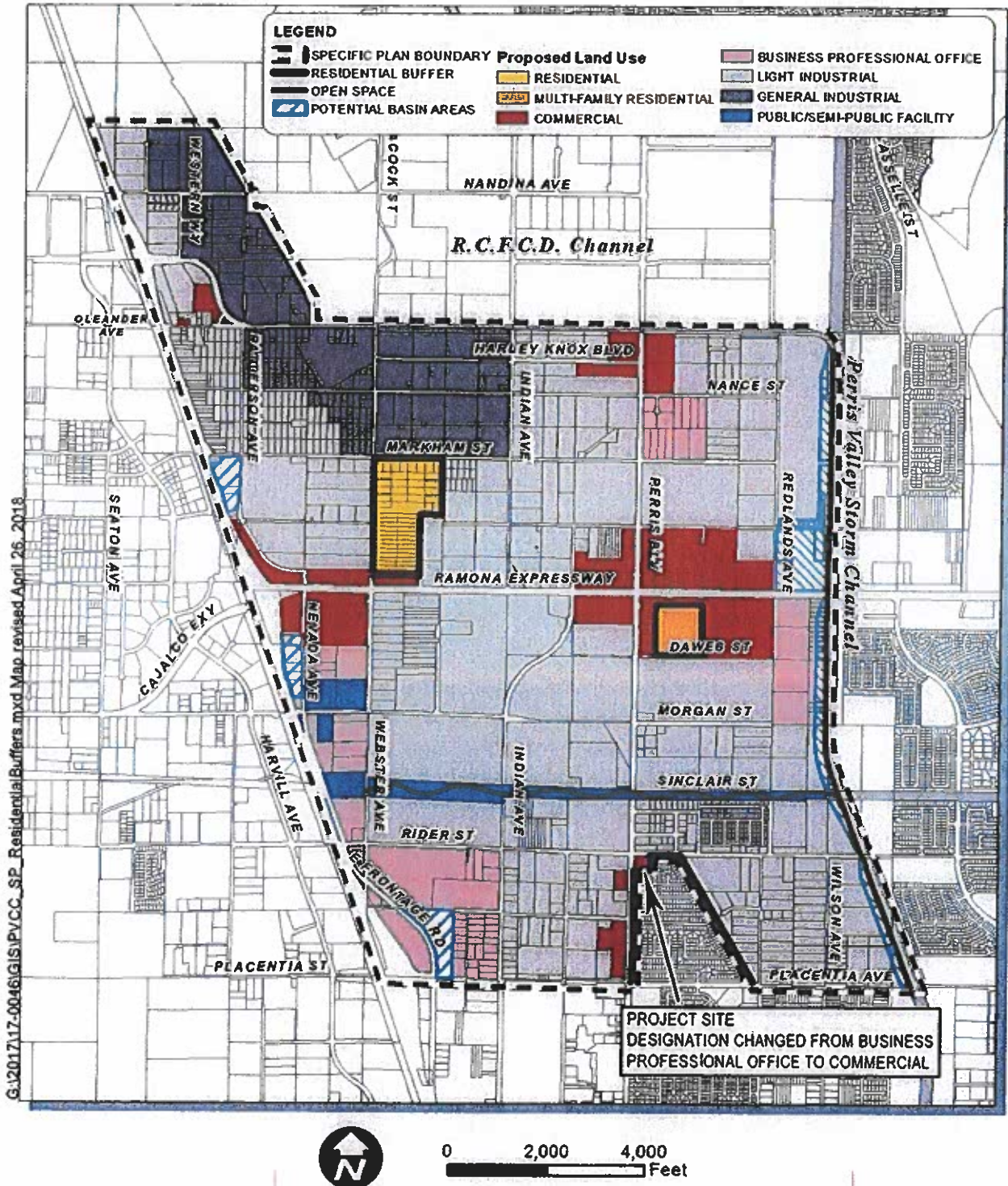
Generally, the City of Perris General Plan Land Use designations correspond with the Perris Valley Commerce Center Specific Plan land use designations with the following exceptions. The Community Commercial (CC) and Neighborhood Commercial (NC) have been combined into one designation – Commercial (C). Business Park (BP) and Professional Office (PO) have been combined to form one designation – Business/Professional Office (BPO). Public/Semi-Public/Utilities (P) and Park, Recreational, and Natural Open Space (OS) have been combined to Public (P). Table 2.0-1 as shown below, provides a comparison of the land use between the City of Perris existing General Plan designations and the Perris Valley Commerce Center Specific Plan designations.

Table 2.0-1, Land Use Comparison

General Plan Land Use	Existing Acres Prior to PVCC SP	Acres Adopted by 2012 PVCCSP	Proposed Acres (SPA1-SPA9)
Business Park/Professional Office (BPO)			
Professional Office (PO)	317	343	307
Business Park (BP)			305
Commercial (C)			
Community Commercial (CC)	462	349	269
Neighborhood Commercial (NC)			271
General Industrial (GI)	423	408	392
Light Industrial (LI)	1,620	1,866	1,998
Multi-Family Residential			
Residential (Multi-Family) (MFR-14)	22	22	22
Public (P)			
Public/Semi-Public/Utilities	120	194	194
Park, Recreational and Natural Open Space (OS)			
Residential (R)			
Residential (Single-Family) (R-6,000)	59	0	0
Residential (R)			
Residential (Single-Family) (R-20,000)	63	60	60
Specific Plan (SP)	190	0	0
Other (ROW, Basin, etc.)	307	341	341
Total Acres	3,583	3,583	3,583

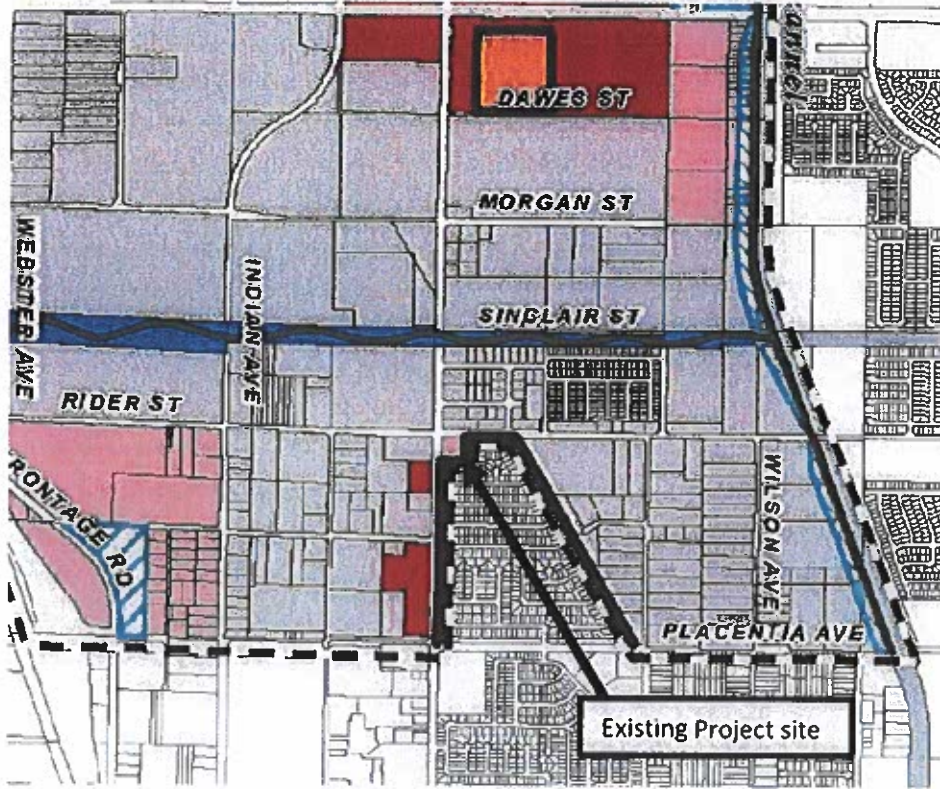


Figure 4.0-16, Residential Buffer

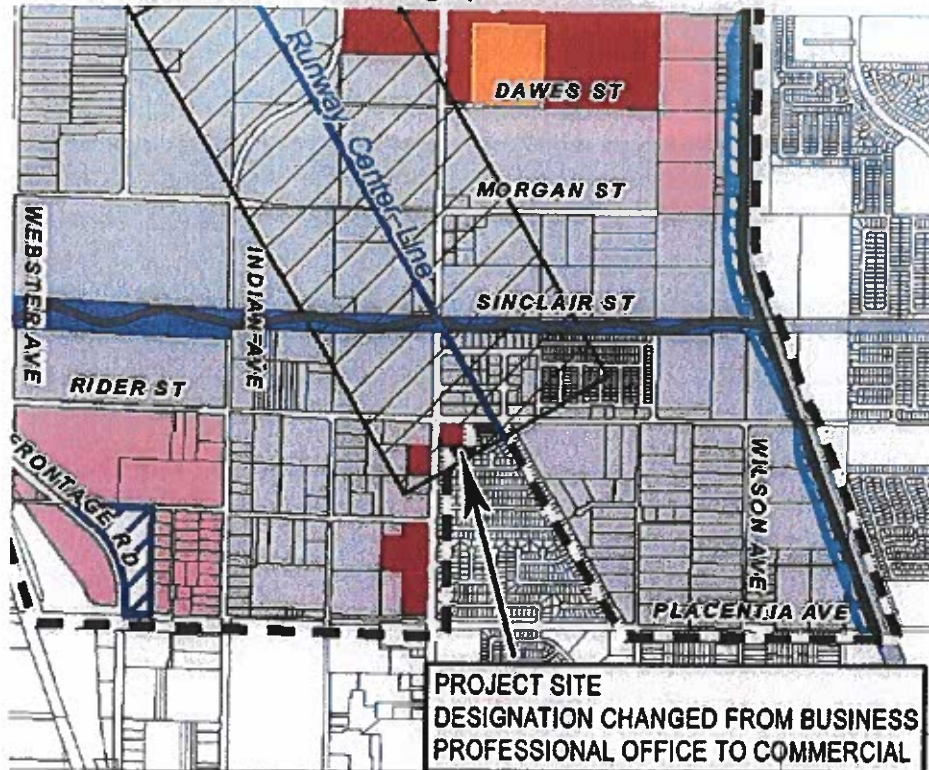


G:\2017\17-0046\GIS\IPVCC_SP_ResidentialBuffers.mxd Map revised April 26, 2018

LAND USE MAP COMPARISON



Existing Specific Plan



Proposed Specific Plan

ATTACHMENT 2
CITY COUNCIL SUBMITTAL DATED JULY 27, 2021



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: July 27, 2021

SUBJECT: Perris Valley Commerce Center Specific Plan Amendment to rezone a two (2) acre site from Business Park (BPO) to Commercial (C) and related entitlements to allow construction of a convenience store with on-site alcohol sales, gas station and automatic car wash at the southeast corner of Perris Blvd and Rider Street (APN:300-300-026) and including the following applications:

1. Mitigated Negative Declaration (MND) No. 2356; and
2. Specific Plan Amendment (SPA) 19-05282 changing the zoning from BPO to C to allow off-site alcohol sales, as both zoning districts permit all the other proposed uses; and
3. Conditional Use Permit (CUP) 19-05281 to allow the gas station, car wash and off-site alcohol sales; and
4. Variance (VAR) 20-05162 to allow the off-site alcohol sale less than 1,000 feet from a church.

Applicant: Larry Roberts, Tait Associates.

REQUESTED ACTION: Adopt Resolution Number (*next in order*), adopting MND No. 2356 and approving CUP 19-05281 and VAR 20-0516 subject to the adoption of SPA 19-05282; and

Introduction and First Reading of Ordinance Number (*next in order*) adopting SPA 19-05282.

CONTACT: Candida Neal, Interim Director of Development Services

PROJECT PROPOSAL

The Project is a proposal to construct a 3,227 sq. ft. 7-Eleven convenience store with alcohol sales, a gas station with a 2,720 sq. ft. fueling canopy, and a detached 991 sq. ft. automatic drive-thru carwash. Located on a two (2) acre lot at the southeast corner of Perris Blvd and Rider Street, site improvements include 24,372 square feet of landscape area, lighting, thirty-seven (37) standard parking stalls, and water quality management improvements per PVCCSP standards. Overall, the Project meets the Perris Valley Commerce Center Specific Plan Commercial zone development standards and parking requirements.

The proposed 7-Eleven convenience building proposes a modern look with varying roof heights ranging from 21 feet to 25 feet to avoid a flat, monotonous roofline. The building includes two (2) weather-resistant materials: a Quickstack stone veneer and a faux wood composed of composite graphite. The proposed colors range from Aesthetic White (Cream White), and Colonnade Gray (Grey). Overall, the elevations include architectural features, which define the building's base, body, and cap, which is consistent with the architectural standards envisioned for the PVCCSP.

The site is surrounded by the following zoning and land uses as outlined in the table below:

	<i>Surrounding Zoning</i>	<i>Surrounding Land Uses</i>
North:	Light Industrial (LI – PVCCSP)	Vacant
South:	R-6,000 (Single-Family Residential)	Single-Family Neighborhood
East:	R-6,000 (Single-Family Residential)	Single-Family Neighborhood
West:	Light Industrial (LI – PVCCSP)	Industrial

PLANNING COMMISSION ACTION

On June 16, 2021, the Planning Commission voted 3-0-1 (Hernandez - Absent) to recommend that the City Council adopt MND 2356, and approve SPA 19-05282, CUP19-05282 and VAR 20-05162.

Additional Conditions

To address noise and screen the residential uses to the south, Planning Commission approved conditions requiring an 8-foot wall with shade trees on the south and east property lines. In addition to address the concerns of residents who attended the meeting, the Planning Commission recommended approval subject to the following conditions:

- Add 50% more shade trees along the southerly and easterly landscape property lines;
- Applicant will work with staff to reduce the evening hours of the automated drive-thru carwash hours in consideration of the adjacent neighbors south of the Project.

Since the meeting, the applicant has agreed to reduce the drive-through carwash hours from 7 am to 11 pm to 7 am to 9 pm. The Planning conditions of approval were also updated to reflect these additional conditions with the reduced hours.

Findings in Support of the Project

With the recommended conditions, the Planning Commission made the following findings in support of the project.

- The Project would provide retail opportunities to areas of the City that are lacking commercial uses; and
- The gas station and carwash are permitted in both the BPO and C zones, subject to a CUP; and
- The Project is consistent with Policy III.A of the General Plan to "accommodate diversity in the local economy." The project will allow new commercial shopping and employment opportunities within the City and enhance diversity in the local economy; and
- The convenience store is not a dedicated liquor store since beer and wine sales make up only a small amount of their overall footprint (2.6% floor area), devoted to alcohol display, sale and storage; and
- The New Creation Church located at 57 Business Park Drive (approximately 250 feet from the Project site) is located within an industrial business park area facing away from the convenience store; and
- The location of the convenience store does not result in adverse impacts on park facilities, school facilities. Paragon Park is approximately 2,600-feet away located at the southwest corner of Redlands Avenue and Placentia Avenue; Val Verde Elementary School is 4,000-feet away. Both of these sensitive land uses require nearly a mile travel (walking and driving), making it unlikely that patrons buying alcohol will congregate there.

ENVIRONMENTAL DETERMINATION

The potential environmental impacts associated with the Project were evaluated in Draft Initial Study Mitigated Negative Declaration No. 2356/State Clearinghouse No. 2021050082 (IS/MND). In adopting the MND, the Planning Commission found that all potential effects of the proposed Project will be reduced to less than significant levels with the implementation of mitigation measures.

RECOMMENDATION:

Staff is recommending that the City Council Adopt Resolution Number (*next in order*), adopting MND No. 2356 and approving CUP 19-05281 and VAR 20-0516 subject to the adoption of SPA 19-05282; and Introduce First Reading of Ordinance Number (*next in order*) adopting SPA 19-05282.

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

Prepared by: Nathan G. Perez, Senior Planner

REVIEWED BY: Kenneth Phung, Planning Manager

City Attorney _____
Assistant City Manager _____
Finance Director _____

- Attachments:
1. City Council Resolution (next in order)
 2. City Council Ordinance (next in order)
 3. Updated Planning Conditions dated July 27, 2021
 4. Conditions of Approval (Engineering, Public Works, Community Services, and Planning)
 5. Vicinity Map
 6. Aerial Variance Map
 7. Project Plans (Site, Landscape, Elevations and Floor Plans)
 8. SPA redlined sections
 9. SPA land use comparison
 10. Sheriff memo dated October 29, 2020
 11. New Creation Church letter of support dated August 19, 2020
 12. Planning Commission staff report submitted dated June 16, 2021 – due to the size of the documents, only the staff report is included as a hard copy. The entire staff report package is available online at: <https://www.cityofperris.org/home/showpublisheddocument/14286>
 13. MND/Initial Study 22108 are on file at following link: <https://www.cityofperris.org/departments/development-services/planning/environmental-documentation-for-public-review/-folder-270>

Consent:
Public Hearing:
Workshop:
Presentation:
Other:



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: August 31, 2021

SUBJECT: **Development Agreement Amendment 21-05053** – A proposal to amend the Development Agreement for the South Perris Industrial North, Site III located at the northeast corner of Ellis and Redlands Avenues.

Applicant: IDI Logistics, Inc., Mr. Steve Hollis.

REQUESTED ACTION: **Second Reading and Adoption** of Ordinance No. 1406 to approve Development Agreement Amendment 21-05053 for the South Perris Industrial North Site III located at the northeast corner of Ellis and Redlands Avenues.

CONTACT: Candida Neal, Interim Director of Development Services

BACKGROUND/DISCUSSION:

The City Council, at its meeting on July 27, 2021, approved modifications to the South Perris Industrial North project – IDI Industrial project site III. The modified entitlements, Major Modification 20-05166, Tentative Parcel Map 37988, Conditional Use Permit 21-05133, and EIR Addendum 21-05054, changed the number of buildings permitted from 4 to 3, moved lot lines and decreased the overall building area by approximately 325,000 square feet from 3,166,609 sf to 2,840,836 and made related changes to the parking, landscaping, and driveway access on the 215.6-net-acre vacant site located at the northeast corner of Ellis and Redlands Avenues.

At that meeting, the Council also introduced the first reading of Ordinance No. 1406 to approve Development Agreement Amendment 21-05053 which update the terms of the original development agreement (DA) approved by the City Council on July 13, 2010 to reflect the latest changes to the entitlements and specifically include: a change in legal name of the developer, the Project square footage, updated infrastructure obligations, and associated credits to be consistent with the modified conditions of approval and exhibits. The amendment also extends the term of the development agreement from fifteen (15) to seventeen (17) years, expiring on September 30, 2028.

RECOMMENDATION:

Staff recommend approval of the second reading of the Ordinance. Upon adoption, the Ordinance becomes effective on October 1, 2021.

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

Prepared by: Kenneth Phung, Planning Manager

REVIEWED BY: Candida Neal, Interim Director of Development Services

City Attorney _____
Assistant City Manager _____
Finance Director ER

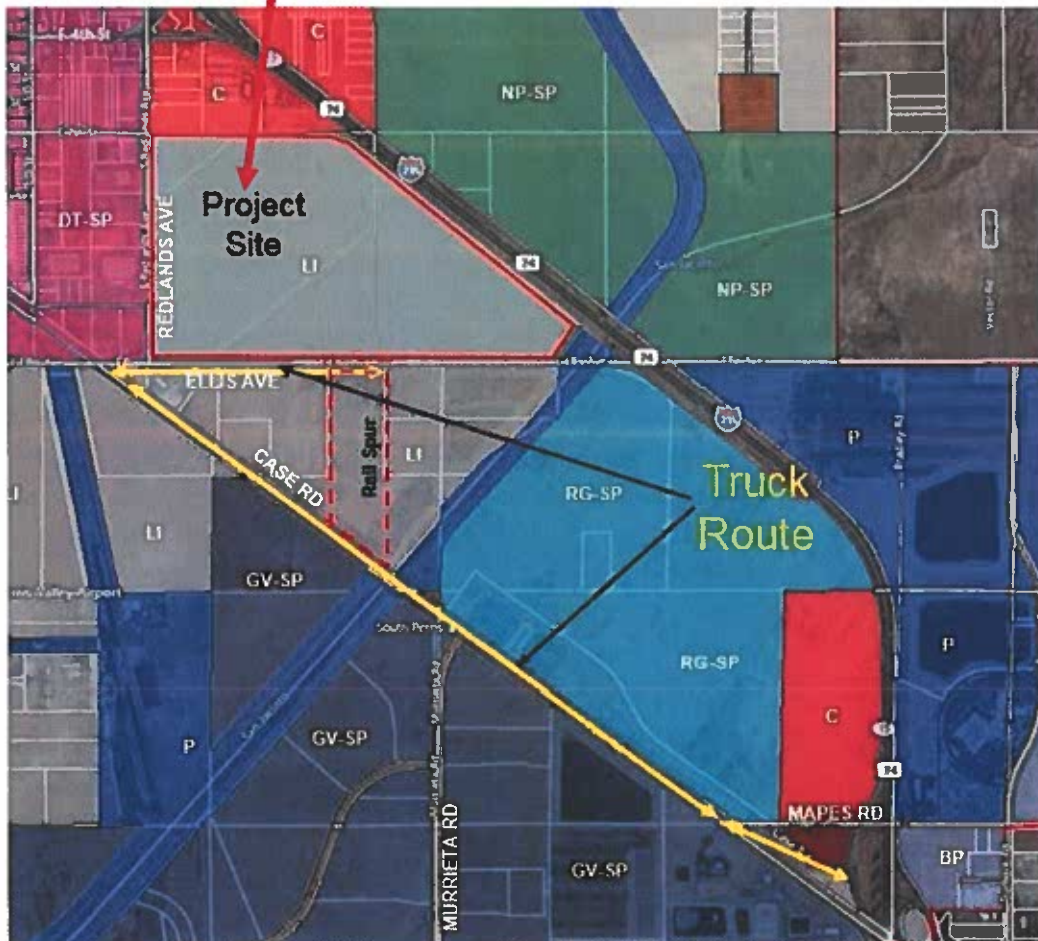
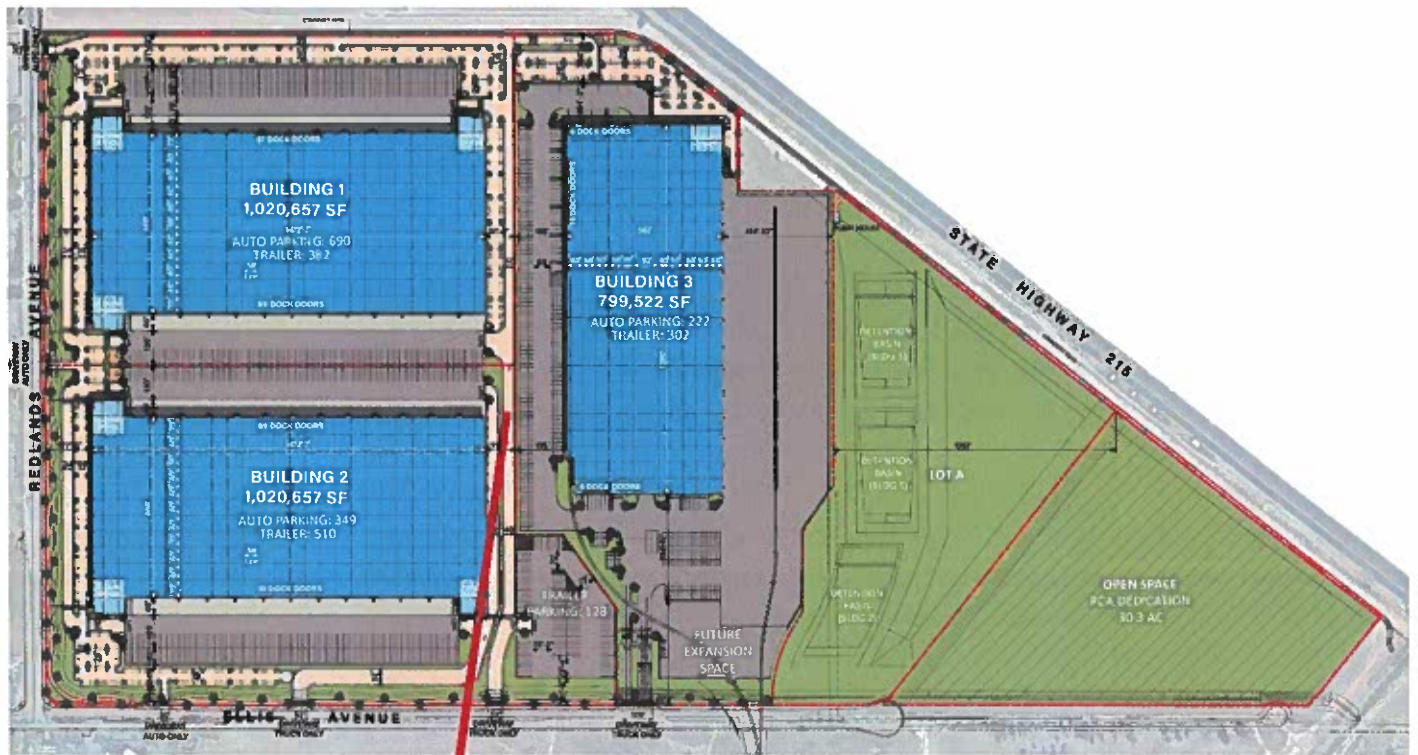
Attachments:

1. Site Plan
2. CC Submittal dated July 27, 2021
3. Ordinance No. 1406 (includes Development Agreement 21-05053 and exhibits)

Consent: August 31, 2021

ATTACHMENT 1
Site Plan

SITE PLAN



ATTACHMENT 2

CC Submittal dated July 27, 2021



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: July 27, 2021

SUBJECT: **Major Modification (MM) 20-05166** of TPM 35877 and DPR 08-01-0007; **Development Agreement (DA) Amendment 21-05053**; **Tentative Parcel Map 37998 (TPM 21-05119)**; **Conditional Use Permit (CUP) 21-05133**; and **EIR Addendum #2 (21-05054) (aka – IDI South Perris Industrial North)** – A proposal to amend the South Perris Industrial North project approved in 2010 consisting of the following applications:

1. Addendum #2 to the original EIR;
2. MM 20-05166 to adjust the parcel sizes and modify the overall building square footage (SF) from the original approval to facilitate three industrial buildings totaling 2,840,836 SF.
3. TPM 21-05119 to create five parcels to facilitate the three buildings, detention basins, and a conservation parcel;
4. DA 21-05053 to update the terms of the DA to be consistent with the modified conditions of approval and exhibits and an extension of time.
5. CUP 21-05133 to allow outdoor storage.

Applicant: Steve Hollis, IDI Logistics, Inc.

REQUESTED ACTION: **Adopt Resolution No. (Next in Order)** approving Major Modification 20-05166, Tentative Parcel Map 37998 (TPM 21-05119), and Conditional Use Permit 21-05133 for modifying the original Project by reconfiguring and reducing the number of industrial warehouse buildings from four to three buildings and reducing the overall building square footage from 3,166,456 sq. ft. to 2,840,836 sq. ft. and creating five parcels to facilitate three buildings, detention basins, and a conservation parcel with a rail spur, determining that the Project is covered under Environmental Impact Report (EIR) (SCH. 2008071060), Addendum #1 to the EIR (21-05054); and **Introduce the First Reading of Ordinance No. (Next in Order)** to approve Development Agreement Amendment 21-05053 for the IDI South Perris Industrial Project North.

CONTACT: Candida Neal, Interim Director of Development Services

BACKGROUND:

On July 7, 2021, the Planning Commission voted 4-1 (Lopez – No) to recommend that the City Council approve the second requested major modification of TPM 35877 and DPR 08-01-0007 ("Original Project"), commonly referred to as the South Perris Industrial North or "Site 3" located at the northeast corner of Ellis

Avenue and Redlands Avenue. The proposal involves a Major Modification, Development Agreement Amendment, Addendum EIR, Tentative Parcel Map, and Conditional Use Permit to adjust the parcel sizes and modify the overall building square footage (SF) of the South Perris Industrial North project's original approval in 2010 (i.e., DPR 08-01-0007 at 3,166,456 SF) and the Major Modification approval in 2020 (MM 19-05332 at 2,358,347 SF) consisting of three industrial buildings totaling 2,840,836 SF with associated changes to the parking, landscaping, and driveway access on a 215.6-net-acre vacant site.

Since the City Council was the approving body for the original Project along with the Development Agreement, pursuant to Section 19.54 of the Municipal Code, approval of the requested changes requires approval of the original body.

The approval recommendation of the Project was subject to revision to the Planning Conditions to note 48-hours for graffiti removal, increase the landscaping within the parking area where possible, enhance the north elevation of building 3 facing the freeway, and install 36" box trees along the street at the driveway entrances. Commissioner Lopez did not comment on the reason for denying the Project. The Commissioner who recommended approval appreciated the applicant's willingness to agree to make further enhancements to improve the Project.

The Original Project approval for Site 3 consists of four industrial buildings totaling 3,166,456 SF, approved by the City Council on July 13, 2010. The first modification ("2020 Modification" or "MM 19-05322") of the Original Project included two (2) alternative plans, one without a rail spur (Plan A, 2,869,677 SF) and one with a rail spur (Plan B, 2,358,347). Plan B with the rail spur was approved by City Council on June 9, 2020, to help attract an e-commerce user in need of rail service. The 2020 Modification included a reduction of the original four (4) parcels to three (3) parcels, increased allowable building height, added rail spur service and outdoor storage for Parcel 3, amended the development agreement, and included an addendum to the Original EIR.

The current Project retains all aspects of the approved 2020 Modification, including the rail spur, and requests additional adjustments in the three (3) parcel sizes, building square footages, and related improvements. The request is proposed because the potential e-commerce user of Building 3 has financial constraints that require a reduction in the lot acreage (i.e., 80.7 acres to 55 acres) and building square footage (i.e., 841,800 SF to 799,522 SF) from the 2020 Modification approval. To offset the loss in lot size and square footage for Building 3, the Project will increase the lot size and square footage of the buildings associated with Parcels 1 and 2.

Although, the total building square footage will be more than permitted under the 2020 Modification, the proposed Project square footage will still be significantly less than the Original Project approved in 2010 (i.e., 3,166,609 SF versus 2,840,836 SF), as summarized in the table on the following page:

ORIGINAL APPROVAL 2010			
BLDG A-1 & A-2	BLDG B.	BLDG. C	TOTAL
Bldg A-1: 718,102 SF Bldg A-2: 895,090 SF Combined: 1,613,192 SF	Bldg B: 642,856 SF	Bldg C: 910,408 SF	3,166,609 SF
Lot Acreage: 72.6 acres	Lot Acreage: 30.1 acres	Lot Acreage: 42.7 acres	145.4 acres
MAJOR MODIFICATION APPROVAL 2020			
BLDG 1/PARCEL 1	BLDG 2/PARCEL 2	BLDG 3/PARCEL 3	TOTAL
Bldg 1: 896,170 SF	Bldg 2: 620,377 SF	Bldg 3: 841,800 SF	2,358,347 SF
Lot Acreage: 39.8 acres	Lot Acreage: 27.8 acres	Lot Acreage: 80.7 acres	148.3 acres
PROPOSED PROJECT			
BLDG 1/PARCEL 1	BLD 2/PARCEL 2	BLDG 3/PARCEL 3	TOTAL
Bldg 1: 1,020,657 SF	Bldg 2: 1,020,657 SF	Bldg 3: 799,522 SF	2,840,836 SF
Lot Acreage: 50 acres	Lot Acreage: 56.2 acres	Lot Acreage: 55 acres	161.2 acres

DISCUSSION:

In addition to the changes in square footage and parcel sizes described above, changes are proposed related to a temporary truck route, extending the Development Agreement by two years, and modified conditions of approval.

Both the 2020 Modification and the proposed Project include street improvements and conditions to prohibit future Project truck traffic traveling north on Redlands Avenue onto Fourth Street. The permanent truck route to and from the I-215 Freeway requires truck traffic to head westerly on Ellis Avenue to Case Road, southeasterly on Case Road to Mapes Road, which connects to Highway 74 where access to I-215 is available. However, the improvements required to make the ultimate truck route adequate for the Project include major offsite improvements to the road and mainline rail crossing at the intersection of Ellis Avenue and Case Road that will require road closure of Ellis Ave. west of Redlands for approximately 4 months. This will make use of the permanent truck route impractical until completed. This is particularly important to the e-commerce business interested in locating in Building 3, which plans to open prior to the scheduled completion of the Ellis Avenue/Case Road improvements. To allow Building 3 user to open on schedule, the applicant is requesting approval of a temporary truck route allowing trucks to travel north on Redlands Avenue to the I-215 freeway until the Ellis Ave./Case Road improvements are completed.

The Development Agreement (DA) for the Original Project was executed on September 30, 2011 between the City of Perris and the developer at the time. The current Project DA amendment (DA 21-05053) would update the terms of the DA to reflect a change in developer legal name, the changes in square footage permitted by the Project, and updated infrastructure obligations and associated credits to be consistent with the modified conditions of approval and exhibits, and an extension of time. On June 29, 2021, staff received a request from the developer that the timeframe of the DA be extended by 24 months, from 15 years to 17 years, which would end September 30, 2028. This is due to the delay caused by the e-commerce user requesting changes in the plan and extended timing for rail and interchange improvements that are required.

The Engineering Department. Conditions of Approval (COA) that were approved by the Council with the 2020 Modification have been modified to address the current site plan layout changes, clarify some offsite improvements and specify the timing of improvements.

ENVIRONMENTAL DETERMINATION:

A Final Environmental Impact Report ("EIR") (State Clearinghouse No. 2008071060) for the Original Project was certified by the City Council on July 13, 2010. In 2020, Addendum #1 to the EIR (Addendum 20-0562) was adopted because both alternative plans considered in the 2020 Modification (Plan A and Plan B) consisted of the same use as the Original Project, and both Plan A and Plan B resulted in a significant reduction of square footage compared to what was evaluated for Site III in the EIR resulting in no new or increased significant impacts compared to those previously disclosed and analyzed in the certified EIR. The analysis in EIR Addendum #2 confirms that the Project would not result in any new or increased significant impacts not already analyzed in the Original Project EIR. Therefore, staff has determined that there are no new or greater significant environmental impacts caused by this proposal other than those that were previously considered in the certified EIR.

RECOMMENDATION:

Staff recommends the City Council **Adopt Resolution No. (Next in Order)** approving Major Modification 20-05166, Tentative Parcel Map 37998 (TPM 21-05119) and Conditional Use Permit 21-05133 for modifying the original Project by reconfiguring and reducing the number of industrial warehouse buildings from four to three buildings and reducing the overall building square footage from 3,166,456 sq. ft. to 2,840,836 sq. ft. and creating five parcels to facilitate three buildings, detention basins, and a conservation parcel with a rail spur, determining that the Project is covered under Environmental Impact Report (EIR) (SCH. 2008071060), Addendum #2 to the EIR (21-05054); and **Introduce the First Reading of Ordinance No. (Next in Order)** to approve Development Agreement Amendment 21-05053 for the IDI South Perris Industrial Project North.

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

Prepared by: Cathy Perring, Project Contract Planner
Reviewed by: Kenneth Phung, Planning Manager

City Attorney _____
Assistant City Manager _____
Finance Director _____

- ~~**Attachments:**~~
- ~~1. Resolution No. (Next in Order) with Conditions of Approval (Planning, Engineering, Public Works, Fire, Community Services, Building, and MMRP) available online at:
<https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-230>~~
 - ~~2. Ordinance No. (Next in Order) Approving DA Amendment #2, including DA~~
 - ~~3. Vicinity Map / Truck Route~~
 - ~~4. Aerial Map~~
 - ~~5. Project Plans – due to the size of the file only the site plan and a perspective is~~

included. The complete Project Plans are available online at:
<https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-230>
6. Planning Commission Staff Report Submittal Dated July 7, 2021 – due to the size of the documents, only the staff report is included as a hard copy. The entire staff report package is available online at:
<https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-230>
7. Original Development Agreement Approved 2014 on file at following link:
<https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-230>
8. Addendum #2 to EIR on file at following link:
<https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-230>

Consent:
Public Hearing: X
Workshop:
Presentation:
Other:

ATTACHMENT 3

Ordinance No. 1406 (includes Development Agreement 21-05053 and exhibits)

ORDINANCE NO. 1406

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, APPROVING DEVELOPMENT AGREEMENT AMENDMENT 21-05053 (MODIFYING DEVELOPMENT AGREEMENT 10-04-0010) FOR SITE 3 OF THE SOUTH PERRIS INDUSTRIAL PROJECT AND ADOPTING FINDINGS IN SUPPORT THEREOF

WHEREAS, on July 13, 2010, the City of Perris (“City”) City Council approved the South Perris Industrial Project (“Original Project”), which was submitted by FR/Cal Ellis, LLC, and approved a related Development Agreement 10-04-0010 (“DA”) in accordance with Perris Municipal Code (“PMC”) Section 18.19.010 et seq. and Government Code Section 65864 et seq. (“Development Agreement 10-04-0010”); and

WHEREAS, on June 9, 2020, the City Council approved a Major Modification to the Original Project (“MM19-05332” or “2020 Modification”), and approved an Amendment (20-05063) to the DA; and

WHEREAS, the developer for the Project (IDIL PERRIS NORTH 3, L.P. a limited partnership and IDIL PERRIS LOGISTICS CENTER NORTH, L.P.) is the successor in interest of FR/Cal Ellis, LLC’s interest and rights in the Original Project and Development Agreement 10-04-0010 (“Project Proponent”); and

WHEREAS, the Original Project involved three non-contiguous sites and the current action affects only the northernmost of the three non-contiguous sites of approximately 215.7 acres at the northeast corner of Ellis and Redlands Avenues (“site,” or “Site III”); and

WHEREAS, On September 17, 2020, IDI Logistics submitted Major Modification (MM) 20-05166 of TPM 35877 and DPR 08-01-0007; Development Agreement (DA) Amendment 21-05053; Tentative Parcel Map 37998 (TPM 21-05119); Conditional Use Permit (CUP) 21-05133; and EIR Addendum #2 (21-05054) to adjust the parcel sizes, and modify the overall building square footage (SF) of the Original Project’s approval in 2010 (i.e., DPR 08-01-0007 at 3,166,456 SF) and the Major Modification approval in 2020 (MM 19-05332 at 2,358,347 SF) to allow construction of three industrial buildings totaling 2,840,836 SF and to create five parcels to facilitate three buildings, detention basins, and a conservation parcel with a rail spur serving Parcel 3 on a 215.6-net-acre vacant site located at the northeast corner of Redlands Avenue and Ellis Avenue within the Light Industrial zone (Assessor Parcel Nos (APN): 310-170-006, 007, 008, 310-220-050 and 330-090-027) (the “Project”); and

WHEREAS, since the approval of the Original Project, there has not been development on Site III, but additional infrastructure in the area has been constructed, and the surrounding area has generally become more developed/urbanized; and

WHEREAS, the “Project” to develop 2,840,836 square feet of industrial warehouse space in three buildings represents a reduction of 325,773 square feet from the Original Project approval; and

WHEREAS, the Project includes a rail spur located between Ellis Avenue and Case Road and an outdoor storage area screened by a 14-foot tall concrete wall, which requires the submission of Conditional Use Permit (CUP 21-05133) by the Project Proponent pursuant to the PMC; and

WHEREAS, the City of Perris also received an application for an amendment to Development Agreement 10-04-0010 from the Project Proponent concerning development of Site III of the South Perris Industrial Project pursuant to the Original Project in accordance with PMC Section 18.19.010 *et seq.* and Government Code section 65864 *et seq.*, and the Project Proponent further desires to enter into said modification of Development Agreement 10-04-0010 with the City (“Development Agreement Amendment 21-05053”); and

WHEREAS, the Project is partially located in Western Riverside Multiple Species Habitat Conservation Plan (“MSHCP”) Criteria Cell No. 3470 and participated in the Habitat Evaluation and Acquisition and Negotiation Strategy (“HANS”) negotiation process for Site III required by the MSHCP and City Resolution No. 3162 to determine appropriate conservation areas for habitat preservation; and

WHEREAS, the MSHCP Compliance Report was reviewed by the City, the Riverside County Regional Conservation Authority (“RCA”), and the US Fish and Wildlife Service and the California Department of Fish and Game (the Wildlife Agencies) through the Joint Project Review process and a Determination of Project Consistency was made by the City for Sites II and III of the Original Project and approved by the RCA; and

WHEREAS, through the Joint Project Review process, it was determined that the designated conservation areas for the South Perris Industrial Project will total approximately 76 acres in three discontinuous sites along the San Jacinto River within City limits, and the City intends to convey these parcels to the RCA for permanent conservation; and

WHEREAS, on July 13, 2010, the City certified the South Perris Industrial Final Environmental Impact Report (SCH No. No. 2008071060) (“EIR”) for the Original Project pursuant to CEQA and the State CEQA Guidelines by adopting City Council Resolution No. 4323, and which incorporates the Final EIR, the Draft EIR with changes and revisions thereto, written Responses to Comments made during the CEQA review period, and the Mitigation and Monitoring Program; and

WHEREAS, on June 9, 2020 and pursuant to CEQA, the city adopted an Addendum to the EIR which was prepared for the 2020 Modification and was determined by City Council that no new or more severe significant impacts than those addressed in the EIR result from the 2020 Modification (“Addendum #1 to the EIR”) which reduced the square footage on the site when compared with the Original Project, therefore reducing a number of associated impacts on the environment compared to those impacts addressed in the EIR; and

WHEREAS, pursuant to CEQA, an Addendum to the EIR (21-05054) has been prepared for the Project (“Addendum to the EIR #2”) and it has been determined that no new or more severe significant impacts than those addressed in the EIR result from the Project, which reduces the square footage that will be developed on the site when compared with the Original Project, therefore reducing a number of associated impacts on the environment compared to those impacts addressed in the EIR; and

WHEREAS, the City Council has reviewed the Addendum to the EIR #2 and accompanying attachments; and

WHEREAS, the City Council received recommendations from the Planning Commission to make findings related to and approve the Addendum to the EIR#2, Major Modification (MM 20-05166), Tentative Tract Map 37998, Conditional Use Permit (CUP 21-05133), and Development Agreement Amendment 21-05053; and

WHEREAS, the City Council now desires to approve Development Agreement Amendment 21-05053 as it relates to the Project, which incorporates changes to the Original Project as provided in Major Modification (MM 20-05166) Tentative Tract Map 37998, Conditional Use Permit (CUP 21-05133); and

WHEREAS, prior to taking action, the City Council has heard, been presented with, and/or reviewed all of the information and data which constitutes the administrative record for the above-mentioned approvals, including all oral and written evidence from City staff and members of the public presented at all Proposal and Project meetings and public hearings, including the previously certified EIR for the Original Project.

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

Section 1. Recitals Incorporated. The City Council finds the above recitals are true and correct and incorporated herein by this reference.

Section 2. CEQA. Based upon the forgoing and all oral and written statements and reports presented by City staff and members of the public, including but not limited to, such statements and reports presented at the City Council’s public hearing on July 27, 2021, the City Council has reviewed and considered the environmental documentation and information referenced in its Resolution (next in order), which is incorporated herein by this reference, prior to action on the application for Development Agreement Amendment 21-05053, which modifies Development Agreement 10-04-0010, and finds and determines that the Addendum to the EIR #2 meets the requirements of CEQA and State CEQA Guidelines, and finds that no new or increased significant impacts than those addressed in the previously certified EIR, which remains relevant, result from the Project, including Development Agreement Amendment 21-05053.

Section 3. Findings. Based upon the forgoing and all oral and written statements and reports presented by City staff and members of the public, including but not limited to, such statements and reports presented at the City Council’s public hearing on July 27, 2021, the City Council makes the following findings required by PMC section 18.19.100 for approval of the

proposed Development Agreement Amendment 21-05053 associated with Site III and which modifies Development Agreement 10-04-0010 as follows:

- 1) Development Agreement Amendment 21-05053 complies with Government Code section 65867.5(b) in that the provisions of the Development Agreement are consistent with the City's General Plan and any applicable special plans.

Development Agreement Amendment 21-05053 implements the Project which is consistent with the General Plan and zoning of Light Industrial, and the existing land uses in the area. The location and size, density and intensity of the modified Project and the required improvements are the same or less intense than the approved Original Project for this site, including reduced square footage resulting in reduced traffic.

- 2) Development Agreement Amendment 21-05053 is consistent with the objectives, policies, general land uses and programs specified in the General Plan and any applicable specific plans.

In addition to Development Agreement Amendment 21-05053 being consistent with the General Plan and zoning, the Project is consistent with General Plan Goal III, Policy III.A, of the General Plan Land Use Element, which seeks to provide jobs for residents at all economic levels through commerce and industry and to diversify the local economy.

- 3) Development Agreement Amendment 21-05053 is compatible with the uses authorized in, and the regulations prescribed for, the zoning district in which the real property is located. The findings in Sections 3 and 4 of City Council Resolution No. 20-07 are incorporated herein by this reference, which findings include, but are not limited to the following:

- a. Modification of the Original Project (Major Modification (MM 20-05166))

- i. Development Agreement Amendment 21-05053 is consistent with the findings for the Original Project because location, size, design, and density and intensity of the proposed Project is consistent with the City's General Plan (LI), any applicable Specific Plans (none), the purposes and provisions of the City's Zoning Code, the purposes of the Zone (Light Industrial) in which the site is located, and the development policies and standards of the City.

1. There is no change in the size of the site, the architectural design and site circulation have been improved, and the square footage of the Project is substantially reduced from the Original Project. The proposed development is consistent with the General Plan zoning Light Industrial (LI) designation on the site, and with the existing land uses in the area. The Project, as conditioned, meets or exceeds all design and development criteria of the underlying LI zoning district, which implements the development standards and policies of the City.

- ii. The proposed Project site is physically suitable, including but not limited to parcel size, shape, access, and availability of utilities and services, for the type of development proposed.
 1. The proposed Project is physically suitable in terms of parcel size, shape, access and availability to utilities and services, as the site is located at the northeast corner of Ellis and Redlands Avenues, which allows for adequate two-way access from both frontages and provides for the logical extension of infrastructure to service the site. Since the approval of the Original Project, there has not been development on Site III, but additional infrastructure in the area has been constructed, and the surrounding area has generally become more developed/urbanized. Utility service connections are available to service the site and will be designed, installed and maintained consistent with City and service agency requirements.
- iii. The proposed Project and the conditions under which it would be operated or maintained is compatible with abutting properties and will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.
 1. The Project is adjacent to other light industrial, governmental and recreational uses that are compatible with the e-commerce/warehousing uses proposed on the site. The Project would augment the City's economic base, create employment-generating opportunities for the citizens of Perris and surrounding communities, and provide modern industrial distribution centers that allow for the efficient storage and distribution of various goods due to the Project's location adjacent to regional transportation corridors and rail lines.
- iv. The architecture of the proposed Project includes updated and enhanced architecture which is compatible with community standards and protects the character of adjacent development.
 1. As designed, the proposed architecture meets or exceeds the intent of the architectural design standards in the Light Industrial zone. The architecture proposed is an upgrade and update from the architecture approved for the Original Project. Additionally, the proposed architecture will be compatible with and protect the character of the existing and future light industrial uses through the application of enhanced development standards, landscaping, setbacks, site design and improvements, which aesthetically enhance the site and protect the character of the adjacent development.

v. The proposed Project's landscaping plan ensures visual relief and provides an attractive environment for the public's enjoyment.

1. As conditioned, the proposed Project meets or exceeds the on-site and off-site landscape standards for the Light Industrial (LI) zoning district as outlined in Chapter 19.70 of the Zoning Code, by providing a mix of specimen native and drought-tolerant trees, shrubs, ground cover and annual color throughout the site to ensure visual relief and effectively frame, soften and embellish access points, building entries, parking areas and trash enclosures. As required, all areas not covered by structures, drive aisles, parking or hardscape have been landscaped, which will provide an attractive environment for the public's enjoyment.

vi. The safeguards necessary to protect the public health, safety and general welfare have been required for the proposed Project.

1. The proposed Project provides the safeguards necessary to protect the public health, safety, and general welfare through the conditions of approval and mitigation measures, which will ensure that the Project is developed in compliance with City and affected service agency codes and policies and mitigate potential impacts to the environment.

b. Tentative Parcel Map 37998 (TPM 21-05119)

i. The proposed map is consistent with applicable general and specific plans.

1. The proposed tentative parcel map has been reviewed by the City Engineering Department and the Planning Department to ensure compliance with the city codes and all other applicable regulations. The project site is not located within a specific plan, but has land use and zoning designations of "LI" (Light Industrial). The proposed warehouses are permitted in the "LI" zone. According to the General Plan, the proposed development is located in Planning Area 8 "Perris Valley Airport" which is primarily designated for General and Light Industrial land uses. Therefore, City staff has determined that subject sites created by TPM 37998 are consistent with the applicable general and specific plan designations.

ii. That the design or improvement of the proposed subdivision is consistent with applicable general and specific plans.

1. The General Plan land use and Zoning designations are Light Industrial for this site. The proposed project is consistent with this designation. The site is not located within a specific plan, as it was

removed from the New Perris Specific Plan, as revised August 2020. The Light Industrial land use designation is intended for an industrial development that supports a wide range of manufacturing and nonmanufacturing uses, from warehousing and distribution facilities to industrial activities.

iii. That the site is physically suitable for the type of the proposed development.

1. The proposed Project site is relatively flat and is physically suitable in terms of parcel size, shape, access and availability to utilities and services, as the site is located at the northeast corner of Ellis and Redlands Avenues, which allows for adequate two-way access from both frontages and provides for the logical extension of infrastructure to service the site. Since the approval of the Original Project, there has not been development on Site III, but additional infrastructure in the area has been constructed, and the surrounding area has generally become more developed/urbanized with other governmental and industrial uses that the proposed development would be compatible with. Utility service connections are available to service the site and will be designed, installed and maintained consistent with City and service agency requirements.

iv. That the site is physically suitable for the density of the proposed development.

1. The 215.7-acre site consists of relatively flat land and regularly shaped parcels with frontage on Redlands Avenue, and Ellis Avenue. The Perris Municipal Code design criteria for Light Industrial allows up to 50% lot coverage and 0.75 floor area ratio. No parcel within the Project exceeds 46.9% lot coverage or 0.47 floor area ratio.

v. That the design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat.

1. Pursuant to the California Environmental Quality Act and the Guidelines for Implementation of the California Environmental Quality Act, an EIR (State Clearinghouse No. 200807160) was prepared for the Project that determined that less than significant impacts to wildlife and their habitat would occur as a result of the Project with implementation of the required mitigation measures. The site consists of vacant land consisting of mixed tilled soils and overgrown vegetation. The Mitigation Monitoring and Reporting Program is included in the Conditions of Approval, attached to the

Final EIR, and is available for review at the City of Perris Development Services Department or on the City website.

vi. That the design of the subdivision or the type of improvements will not cause serious public health problems.

1. The Project EIR determined that less than significant impacts to people would occur as a result of the project, except for certain identified environmental impacts that will result from the construction and operation of the proposed Project, even with implementation of mitigation measures. See the CEQA Findings for the Project.

vii. The design of the subdivision of the type of improvements will not conflict with easements of record or easements established by court judgment, acquired by public at large, for access through or use of property within the proposed subdivision. In this connection the planning director may recommend approval of a map if he/she finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to the ones previously acquired by the public.

1. The Project, as conditioned, will not conflict with easements of any kind that provide access through or use of the property. Parcels are being consolidated and unneeded easements vacated to create five parcels, three for development, one from detention basins and one for conservation. The three development parcels are fully accessible from public streets. Some adjacent vacant parcels take access via Ellis Avenue, which is a dirt road at this time. The project, as conditioned, "shall be responsible for providing access to the properties located east of the railroad spur all the time." Utility easements through the site are being retained.

viii. All requirements of CEQA have been met.

1. See Section 2, above.

ix. That the discharge of waste from the proposed subdivision into an existing community sewer system would not result in violation of existing requirements prescribed by a state regional water quality control board pursuant to division 7 (commencing with section 13000) of the Water Code.

1. The project area is located within the Santa Ana Regional Water Quality Control Board (RWQCB District 8) jurisdiction. Prior to grading permit issuance for the Project a Notice of Intent shall be

filed with District 8 for coverage under the State National Pollutant discharge Elimination System (NPDES) General Construction Permit for discharge of storm water associated with construction. The Project is also required to prepare and provide a Storm Water Pollution Prevention Plan (SWPPP) and Project-specific Water Quality Management Plans (WQMPs), which comply with the City of Perris Water Quality Ordinance 1194, which revised Chapter 14.22 of the City of Perris Municipal Code. These will assure that all surface and storm water run-off does not violate RWQCB District 8 requirements.

In addition, the Project will not discharge waste into an existing sewer system that would result in a violation. Eastern Municipal Water District (EMWD) is responsible for wastewater collection and treatment in Perris. The project is conditioned to construct an upgrade to the Case Road sewer siphon at the Case Road bridge over the San Jacinto River. The Perris Valley Regional Water Reclamation Facility (PVRWRF) will serve this site. The PVRWRF has adequate current and future capacity to serve the Project and therefore is not at risk of resulting in a water quality violation.

c. Outdoor Storage (Conditional Use Permit (CUP 21-05133))

- i. The proposed location of the conditional use as provided in the Project is in accord with the objectives of the Perris Municipal Code and the purposes of the zone in which the site is located.
 1. The zoning and General Plan designation of the site is Light Industrial. This zone permits light industrial uses and related activities including manufacturing, research, warehouse and distribution, assembly of non-hazardous products/materials, and retail related to manufacturing. The outdoor storage for which this conditional use permit is required is not located adjacent to local streets and is screened from views from I-215 with 14-foot tall concrete screen walls. As conditioned, no materials stored outdoors are allowed to exceed the height of the screen walls; therefore, the Project meets or exceeds the objectives of the Light Industrial zone.
- ii. The proposed Project is consistent with the findings for the Original Project and the City's General Plan (LI), and conforms to all specific plans, zoning standards (Light Industrial), applicable subdivision requirements, and other ordinances and resolutions of the city.
 1. The Project will conform to the applicable Original Project conditions of approval and EIR mitigation measures. The goals

of the General Plan and Zoning Code are achieved because the Project complies with the development standards of the Light Industrial Zone and provides reduced environmental impacts, and superior site design and building architecture.

- iii. The proposed location of the conditional use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.
 1. The Project is adjacent to other light industrial, governmental and recreational uses that are compatible with the e-commerce/warehousing uses proposed on the site. The outdoor storage for which Conditional Use Permit 21-05133 is required is located away from adjacent uses and is screened from views from I-215. The Project would augment the City's economic base, create employment-generating opportunities for the citizens of Perris and surrounding communities, and provide modern industrial distribution centers that allow for the efficient storage and distribution of various goods due to the Project's location adjacent to regional transportation corridors and rail lines.
- iv. The architecture of the proposed Project includes updated and enhanced architecture which is compatible with community standards and protects the character of adjacent development.
 1. As designed, the proposed architecture meets or exceeds the intent of the architectural design standards in the Light Industrial zone. The architecture proposed is an upgrade and update from the architecture approved for the Original Project. Additionally, the proposed architecture will be compatible with and protect the character of the existing and future light industrial uses through the application of enhanced development standards, landscaping, setbacks, site design and improvements, which aesthetically enhance the site and protects the character of the adjacent development.
- v. The landscaping plan ensures visual relief and provides an attractive environment for the public's enjoyment.
 1. Good quality landscaping is provided throughout the site, including street trees along Ellis and Redlands Avenues, multi-layered, drought-tolerant landscaping including flowering trees and shrubs, and trails are provided in large landscape areas along and within the setback areas. ensures visual relief and provides an attractive environment for the public's enjoyment.

- 4) Development Agreement Amendment 21-05053 is in conformity with and will promote public convenience, general welfare and good land use practice.

Development Agreement Amendment 21-05053 implements the Project which is consistent with the General Plan land use guidance and policies. Therefore, Development Agreement Amendment 21-05053 promotes the general welfare and good land use practice.

- 5) Development Agreement Amendment 21-05053 will not be detrimental to the health, safety and general welfare.

The Project would augment the City's economic base, create employment-generating opportunities for the citizens of Perris and surrounding communities, and provide modern industrial distribution centers that allow for the efficient storage and distribution of various goods due to the Project's location adjacent to regional transportation corridors and rail lines. Combined with the reduction of square footage and truck traffic resulting from implementation of the Project, Development Agreement Amendment 21-05053 will not be detrimental to the health, safety and general welfare.

- 6) Development Agreement Amendment 21-05053 will not adversely affect the orderly development of the property or the preservation of property values.

The Project implements the General Plan which identifies industrial uses in this portion of the city near Perris Valley Airport which will provide orderly development. The upgraded architecture, quality landscaping and e-commerce user will preserve property values.

- 7) Development Agreement Amendment 21-05053 will promote and encourage development of the proposed Project by providing a greater degree of requisite certainty.

Development Agreement Amendment 21-05053 assures the current landowner is now responsible for improvements and gives certainty to both the City and developer regarding what is required to develop the land.

Section 4. Approval of Development Agreement Amendment 21-05053.

Based upon the forgoing and all oral and written statements and reports presented by City staff and members of the public, including but not limited to, such statements and reports presented at the City Council's public hearing on July 27, 2021, the City Council hereby approves Development Agreement Amendment 21-05053 relating to Site III of the Project and which amends Development Agreement 10-04-0009. Development Agreement Amendment 21-05053 is attached hereto as Exhibit 1 and incorporated herein by this reference.

Section 5. Severability. If any subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or otherwise unenforceable, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declare that they would have passed each subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that

any one or more subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional or otherwise unenforceable.

Section 5. Effective Date. This Ordinance shall take effect 30 days after its adoption.

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 _____, 2021.

MAYOR, MICHAEL M. VARGAS

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the foregoing Ordinance Number 1406 was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the 31 day of August, 2021, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:

City Clerk, Nancy Salazar

Attachment : Development Agreement Amendment 21-05053

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Perris
Attn: City Clerk
101 North "D" Street
Perris, CA 95270

(Space Above For Recorder's Use)

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This Second Amendment to Development Agreement ("Second Amendment") is made and entered into as of this ____th day of ____, 2021, by and between the CITY OF PERRIS, a municipal corporation ("City") on the one hand, and IDIL PERRIS NORTH 3, L.P. a limited partnership and IDIL PERRIS LOGISTICS CENTER NORTH, L.P., a limited partnership ("Developer") on the other. Collectively, City and Developer may be referred to as "Parties" and individually, each as a "Party".

RECITALS

A. On July 13, 2010, the City Council introduced for first reading (and ultimately adopted in August 2010) Ordinance No. 1271, which approved a General Plan amendment, a Specific Plan amendment, a zone change to allow 3,166,857 square feet of industrial warehouse space in four buildings on approximately 215.7 acres of property in the City ("the Site"), as well as a Development Agreement, DA 10-04-0010 ("Agreement"), recorded by the County of Riverside Assessor, County Clerk and Recorded as document number 2014-0092090. On that same day, the City Council adopted Resolution No. 4326 certifying the South Perris Industrial Project Environmental Impact Report ("EIR") pursuant to the California Environmental Quality Act ("CEQA") and approving TPM 35877, a HANS negotiation, and DPR 08-01-0007. Collectively, all of these approvals are referred herein to as the "Original Development Approvals". The Site is more particularly described in Exhibit "B" to the Agreement.

B. The Agreement defines the Development Plan to mean the development of the Site pursuant to the Development Approvals, including the Subsequent Development Approvals, the Infrastructure Concept Plans, and the Public Improvements.

C. On May 20, 2020, following a duly noticed and conducted public hearing, the City's Planning Commission approved Resolution No. 20-07, which recommended approval of modifications to the Original Development Approvals so that the Development Plan would now allow the development of approximately 2,358,347 square feet of industrial/warehouses in three buildings, as well as a rail spur, plus surface improvements, including parking, landscaping, storm water improvements, and necessary street, water and sewer infrastructure to accommodate the development of the Plan ultimately selected by the Developer, and revised elevations (the "2020 Project").

D. On June 9, 2020, following a duly noticed and conducted public hearing, the City Council approved Resolution No. 5676 approving the 2020 Project. Also on June 9, 2020, the City Council held a first reading of, and on July 28, 2020, adopted after a second reading, Ordinance No. 1392 approving the First Amendment to the Development Agreement (“First Amendment”) to conform the Agreement to the revised Project and public improvement obligations, vest the entitlements related thereto throughout the Term of the Agreement, as well as substitute in the current Developer for the entity that was the original party to the Agreement, FR/CAL ELLIS, LLC.

E. When approving the 2020 Project, the City Council approved the 2020 Addendum to the EIR (“2020 Addendum”), and in so doing, found in its independent judgment that, pursuant to CEQA Guidelines section 15162, all of the impacts of the proposed 2020 Project on the environment have been previously analyzed in, and are fully covered by, the certified EIR, and there are no new or increased significant impacts or changed circumstances requiring or allowing the preparation of a subsequent or supplemental EIR.

F. On July 7, 2021, following a duly noticed and conducted public hearing, the City’s Planning Commission approved Resolution No. 21-13, which recommended approval of modifications to the Original Development Approvals and 2020 Project, so that the Development Plan would now allow the development of approximately 2,840,838 square feet of industrial/warehouses in three buildings, as well as a rail spur, plus surface improvements, including parking, landscaping, storm water improvements, and necessary street, water and sewer infrastructure necessary to accommodate the development of the project, other offsite improvements, and revised elevations (the “Project”).

G. On July 27, 2021, following a duly noticed and conducted public hearing, the City Council approved Resolution No. 5842 (“Resolution”) approving the Project. The Resolution includes, as attachments, the Project’s approved site plans, elevations, and all conditions of approval, as modified from the Original Development Approvals and the 2020 Project, including updated and revised required public improvements, public improvement fee offsets, and other applicable fee amounts. The Resolution is incorporated by reference into this Second Amendment.

H. Also on July 27, 2021, the City Council held a first reading of, and on August 31, 2021, adopted after a second reading, Ordinance No. 1406 (“Ordinance”) approving and authorizing the execution of this Second Amendment to conform the Agreement to the revised Project and vest the entitlements related thereto.

I. When approving the Project that is the subject of this Second Amendment, the City Council approved the 2021 Addendum to the EIR (“2021 Addendum”), and in so doing, found in its independent judgment that, pursuant to CEQA Guidelines section 15162, all of the impacts of the proposed Project on the environment have been previously analyzed in, and are fully covered by, the certified EIR, and there are no new or increased significant impacts or changed circumstances requiring or allowing the preparation of a subsequent or supplemental EIR.

J. Concurrent with the 2010 approval of the Agreement (then called the “Phase 3 Development Agreement”), the City approved development agreements for two related sites, called the “Phase 1 Development Agreement” and the “Phase 2 Development Agreement”. The

foregoing Second Amendment, the Resolution, Ordinance, and 2021 Addendum apply only to the Phase 3 Development Agreement and shall not be construed to affect any obligations of the City or the respective developers/owners of the Phase 1 or Phase 2 Development Agreements.

K. On or about June 30, 2021, IDIL Perris Fulfillment Center, LLC, the previous Developer under the Agreement, assigned its interest in the Site and this Agreement to IDIL Perris North 3, L.P., and IDIL Perris Logistics Center North, L.P., pursuant to Section 2.3 of the Agreement, in the manner set forth in a June 28, 2021 letter to the City and exhibits thereto including legal descriptions. These assignments were accepted and approved by the City pursuant to the terms of the Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Developer. The definition of the term “Developer,” as used in the entirety of the Agreement and all Exhibits thereto (specifically including Exhibits “I” and “J”), is hereby amended to replace “IDIL Perris Fulfillment Center, LLC, a limited liability company,” with “IDIL Perris North 3, L.P., a limited partnership and IDIL Perris Logistics Center North, L.P., a limited partnership,” specifically including the introductory paragraph of the Agreement, the definition of Developer in Section 1.1.4 of the Agreement, and the introductory paragraph and signature block of Exhibit “D” (Assignment and Assumption Agreement) to the Agreement.

2. Recitals. The Recital section of the Agreement is hereby amended to add two Recitals, Recital P and Recital Q, as follows:

P. On July 7, 2021, following a duly noticed and conducted public hearing, the City’s Planning Commission approved Resolution No. 21-3, which recommended approval of a modification to the previously approved Development Approvals (“2021 Modification”), so that the Development Plan now allows the development of approximately 2,840,838 square feet of industrial/warehouse uses in three buildings, as well as a rail spur, plus surface improvements, parking, landscaping, storm water improvements, and necessary street, water and sewer infrastructure necessary to accommodate the development of the project, other offsite improvements, and revised elevations.

Q. On July 27, 2021, following a duly noticed and conducted public hearing, the City Council approved Resolution No. 5842 (“Resolution”) approving the Modification. The Minor Modification is expressly included in the definition of Development Approvals, as that term is defined in this Agreement. When approving this Resolution, the City Council approved the 2021 Addendum to the South Perris Industrial Environmental Impact Report (“EIR”), and in so doing, found in its independent judgment that, pursuant to CEQA Guidelines section 15162, all of the impacts of the proposed Project on the environment have been previously analyzed in, and are fully covered by, the certified South Perris Industrial Project EIR, and there are no new or increased significant impacts or changed circumstances requiring or allowing the preparation of a subsequent or supplemental EIR.

3. Development Plan. Section 1.1.7 of the Agreement is replaced in its entirety to read as follows:

“Development Plan” means the proposed plan for Development of a portion of the Property pursuant to the Development Approvals, including the Subsequent Development Approvals and the Infrastructure Concept Plans (as such term is hereafter defined). The Development Plan contemplates the development of the Property with a total of approximately 2,840,838 square feet of industrial/warehouse uses in three buildings, as well as a rail spur, on approximately 215.7 acres, plus necessary street, water, and sewer infrastructure to accommodate the Project, as well as other offsite improvements. The Development Plan also includes the Public Improvements described in Section 1.1.15.

4. Term. Section 2.5 of the Agreement is amended to replace to words “fifteen (15) years” with “seventeen (17) years,” so that the Term of the Agreement is extended to September 30, 2028.

5. Replacement Exhibits. The following original exhibits to the Agreement are hereby replaced in their entirety by the exhibits attached to this Second Amendment as Exhibit “1” through Exhibit “5”, respectively: Exhibit “A” (Depiction of the Property); Exhibit “C” (Infrastructure Concept Plans); Exhibit “E” (Phasing of Public Improvements); Exhibit “F” (TUMF Facilities, Estimated Full Costs of Constructing TUMF Facilities and Estimated Maximum TUMF Offset Eligibility); and Exhibit “G” (City DIF Facilities, Estimated Full Costs of City DIF Facilities and Estimated Maximum City DIF Offset Eligibility).

6. Exhibit “I”. Exhibit “I” (TUMF Credit and Reimbursement Agreement) to the Agreement is hereby amended as follows:

4.1. The second and third recitals of the original Exhibit “I,” which were replaced by four recitals in the First Amendment, are all hereby replaced in their entirety with the following four recitals:

WHEREAS, the Developer obtained approvals from the City consisting of General Plan Amendment No. 08-05-0023 (Resolution No. 4326), Specific Plan Amendment No. 08-05- 002 (Resolution No. 1271), Tentative Parcel Map No. 35886, a Development Agreement (Ordinance No. 1269), Street Vacation Case No. 08-05-0025, Development Plan No. 08-01-0007 and certification of Environmental Impact Report SCH # 2008071060 (Resolution No. 4323) (“Original Project Approvals”). The Project Approvals permit, subject to conditions of approval, the development of the Property with a total of approximately 3,166,857 square feet of industrial/warehouse uses in four buildings on approximately 215.7 acres (the “Original Project”), plus necessary street, water, and sewer infrastructure to accommodate the Project;

WHEREAS, Developer and City have entered that certain Development Agreement, dated September 30, 2011, and recorded in Riverside County Official Records on March 12, 2014 as Instrument No. 2014-0092090 (“Development Agreement”);

WHEREAS, On July 27, 2021 following a duly noticed and conducted public hearing, the City Council approved a major modification to the Original Development Approvals so that the Development Plan would now allow the development of approximately 2,840,838 square feet of industrial/warehouse uses in three buildings, as well as a rail spur, plus surface improvements, including parking, landscaping, storm water improvements, and necessary street, water and sewer infrastructure necessary to accommodate the development of the Development Plan, as well as other offsite improvements and revised elevations (collectively, the “Project”);

WHEREAS, on July 27, 2021 the City Council held a first reading of, and on August 31, 2021, adopted after a second reading, Ordinance No. 1406 (“Ordinance”) approving and authorizing the execution of the Second Amendment to the Development Agreement to conform the Agreement to the revised Project;

4.2 Exhibit “A” to Exhibit “I” is hereby replaced in its entirety with Exhibit “1” to this First Amendment.

4.3 Exhibit “B” to Exhibit “I” is hereby replaced in its entirety with Exhibit “4” to this First Amendment.

7. Exhibit “J”. Exhibit “J” (City DIF Credit and Reimbursement Agreement) to the Agreement is hereby amended as follows:

5.1 The first recital of Exhibit “J,” as amended by the First Amendment, is hereby replaced in its entirety with the following:

WHEREAS, on July 27, 2021 following a duly noticed and conducted public hearing, the City Council approved a major modification to the Original Development Approvals so that the Development Plan would now allow the development of approximately 2,840,838 square feet of industrial/warehouse uses in three buildings, as well as a rail spur, plus surface improvements, including parking, landscaping, storm water improvements, and necessary street, water and sewer infrastructure necessary to accommodate the development of the Development Plan, as well as other offsite improvements and revised elevations (collectively, the “Project”);

5.2 The second recital of Exhibit “J” is hereby replaced in its entirety with the following:

WHEREAS, Developer and City have entered that certain Development Agreement, dated September 30, 2011, and recorded in Riverside County Official Records as Instrument No. 2014-0092090, as amended by that certain First Amendment to the Development Agreement (“First Amendment”), dated __, 2020 and recorded in Riverside County Official Records as Instrument No._____, and that certain Second Amendment to the Development Agreement (“Second Amendment”), dated _____, 2021 and recorded in Riverside County Official Records as Instrument No. _____ (collectively, the “Development Agreement”);

5.3 Exhibit “A” to Exhibit “J” is hereby replaced in its entirety with Exhibit “3” to this First Amendment.

5.4 Exhibit “B” to Exhibit “J” is hereby replaced in its entirety with Exhibit “5” to this First Amendment.

8. Conflict. Except as otherwise provided in this Second Amendment, the terms of the Agreement, as amended by the Second Amendment, shall remain in full force and effect. In case of any inconsistency between this Second Amendment and the Agreement, the provisions containing such inconsistency shall first be reconciled with one another to the maximum extent possible, and then to the extent of any remaining inconsistency, the terms of this Second Amendment shall control.

9. No Effect on Other Agreements. Concurrent with the 2010 approval of the Agreement (then called the “Phase 3 Development Agreement”), the City approved development agreements for two related sites, called the “Phase 1 Development Agreement” and the “Phase 2 Development Agreement”. This Second Amendment, the Resolution, Ordinance, and 2021 Addendum apply only to the Phase 3 Development Agreement and shall not be construed to affect any obligations of the City or the respective developers/owners of the Phase 1 or Phase 2 Development Agreements.

10. Successors and Assigns. This Second Amendment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns, subject to any limitations on assignment set forth in the Agreement.

11. Counterparts; Governing Law. This Second Amendment may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Second Amendment. This Second Amendment shall be governed by the laws of the State of California.

[END OF TEXT; SIGNATURES FOLLOW IMMEDIATELY ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Development Agreement as of the date first set forth above.

CITY:

CITY OF PERRIS, a Municipal Corporation

By: _____
Clara Miramontes
City Manager

APPROVED AS TO FORM:

By: _____
Eric Dunn
City Attorney
City of Perris

DEVELOPER:

IDIL Perris Fulfillment Center, LLC, a limited liability company

By: _____

Its:

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 _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
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 _____

(Seal)

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 _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
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 _____

(Seal)

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 _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
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 _____

(Seal)

EXHIBIT "1"

[Replacement Exhibit on Following Page]

EXHIBIT "1"

EXHIBIT "A"

DEPICTION OF THE PROPERTY

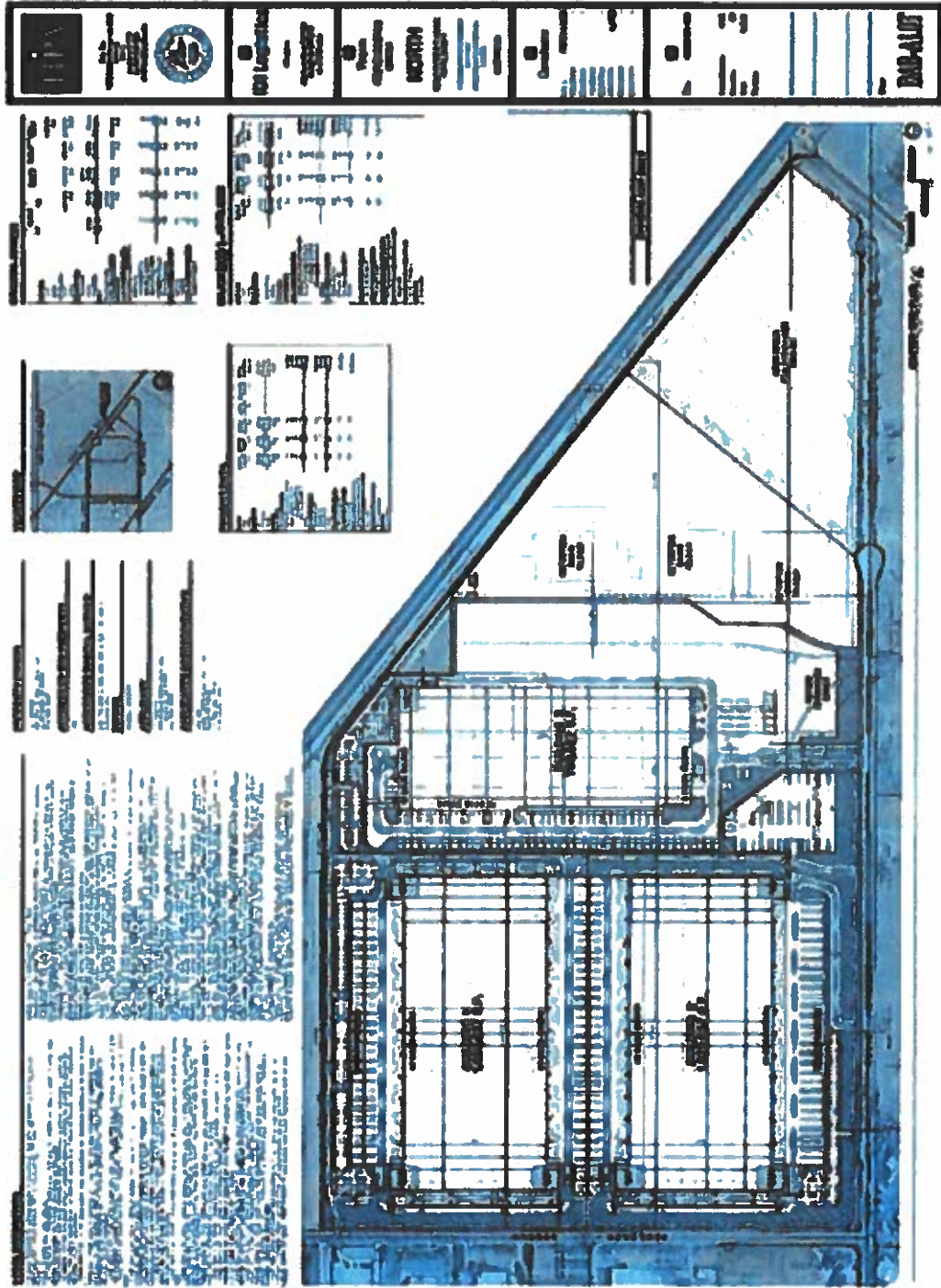


EXHIBIT “2”

[Replacement Exhibit on Following Page]

EXHIBIT “2”

EXHIBIT "C" INFRASTRUCTURE MAP

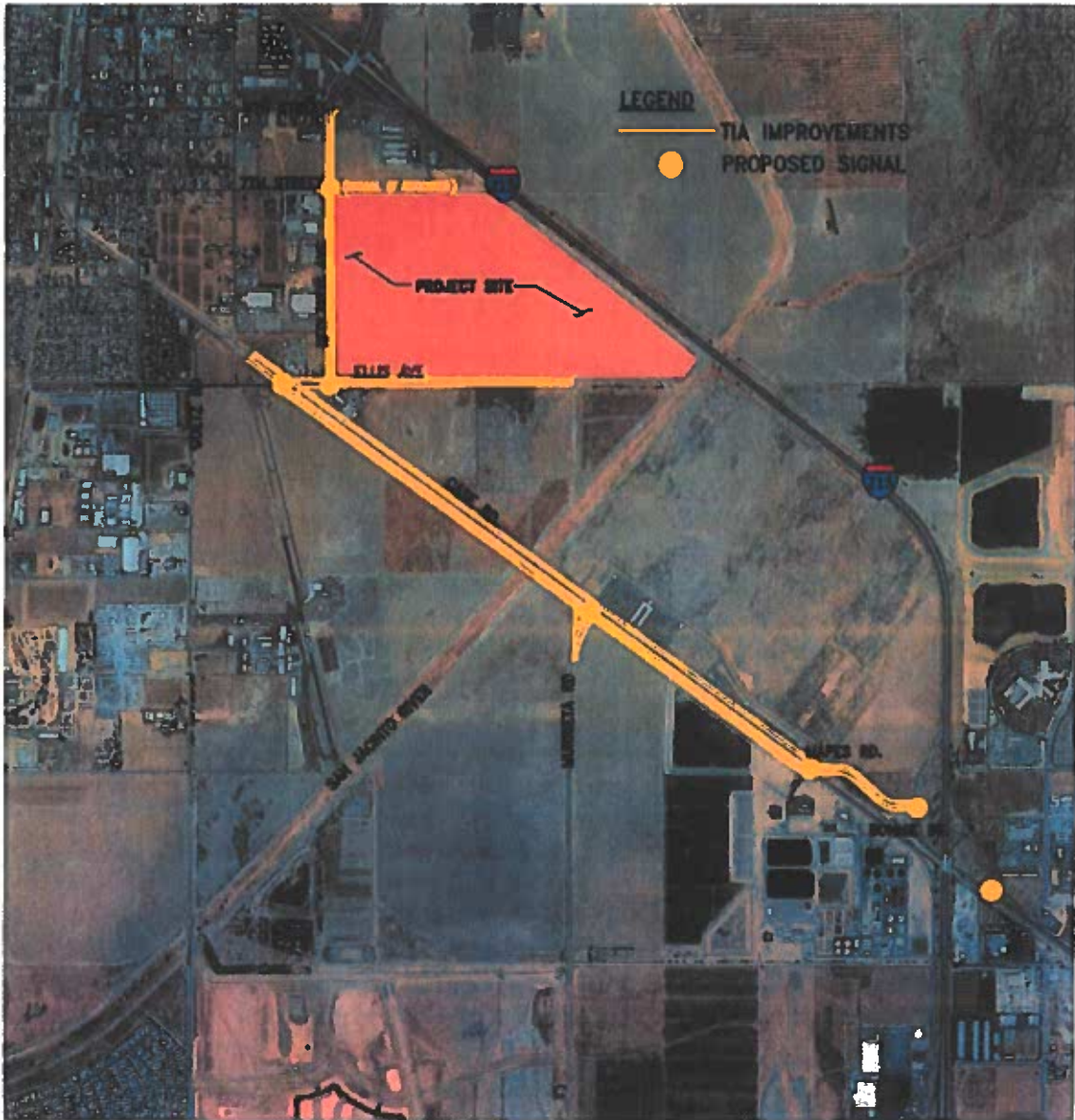


EXHIBIT “3”

[Replacement Exhibit on Following Page]

EXHIBIT “3”

Exhibit "E"

LIST OF PUBLIC IMPROVEMENTS

Street

Case Road (800' North of Ellis Avenue to I-215 including
Bridge construction)

Ellis Avenue (From Case Road to 3,300' east of Redlands)

Redland Avenue (4th Street to Ellis Avenue)

Intersections/Signals

Ellis and Case (Signal)

Ellis and Redlands (Signal)

Case and Murrieta (Signal)

Case and Mapes (Signal)

Case and Bonnie (Signal)

Case and I-215 SB Ramp (Signal)

EXHIBIT "4"

[Replacement Exhibit on Following Page]

EXHIBIT "4"

Exhibit "F"

TUMF Facilities, Estimated Full Costs of Constructing TUMF Facilities and Estimated maximum TUMF offset eligibility

Phase 3 - TUMF Facilities Offset	Estimated Full Cost of of Construction	Maximum TUMF Offset Eligibility
<u>Street - TIA</u> Case Road (800' North of Ellis Avenue to I-215) Including Bridge construction	\$25,426,695	\$14,014,746

These fee credits are based upon mutual agreement between the developer and the City of Perris in the interpretation of the WRCOG TUMF Nexus Study dated 2016 (TUMF Nexus). Reconstruction of bridge on Case Road will qualify for the fee credits in the TUMF Nexus respectively and is not required to be constructed to a 100-year flood standard.

EXHIBIT "5"

[Replacement Exhibit on Following Page]

EXHIBIT "5"

Exhibit "G"

City DIF Facilities

Estimated Full Costs of City DIF Facilities and
Estimated Maximum City DIF Offset Eligibility

Phase 3 - DIF Facilities	Estimated Full Cost of of Construction	Maximum DIF Offset Offset Eligibility
<u>Street - TIA</u>		
Ellis Avenue (From Case Road to 3,300' east of Redlands)	\$10,020,800	\$2,040,000
Case Road	\$21,091,695	\$2,136,500
Case Road Bridge	\$4,335,000	\$2,800,000
Redlands Avenue (4 th Street to Ellis Avenue)	\$2,807,300	\$1,260,000
<u>Intersections/Signals</u>		
Ellis and Case	\$472,100	\$250,000
Ellis and Redlands	\$315,200	\$250,000
Case and Murrieta	\$278,000	\$250,000
Case Road and Mapes Road	\$351,000	\$250,000
<u>Mapes Road and Bonnie Road</u>	<u>\$250,000</u>	<u>\$250,000</u>
	\$39,921,995	\$10,486,500

These fee credits are based upon mutual agreement between the developer and the City of Perris DIF Justification Study dated February 25, 2006 (DIF Nexus). Reconstruction of bridge on Case Road will qualify for the fee credits in the DIF Nexus is not required to be constructed to a 100-year flood standard.



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: August 31, 2021

SUBJECT: **Final Parcel Map 20-05202 (TPM 37760)** - A final parcel map to subdivide an existing 13-acre commercial parcel within the Spectrum Shopping Center to create three individual parcels for a multi-tenant commercial development located along the west frontage of Perris Blvd and approximately 400-feet north of Orange Ave. (APN: 310-070-078)

Applicant: Iku Shimomura, and Architects, In.

REQUESTED ACTION: Approve Final Parcel Map 37760

CONTACT: Candida Neal, Interim Director Development Services Department

BACKGROUND/DISCUSSION:

On July 1, 2020, the Planning Commission approved Tentative Parcel Map 37760 and Conditional Use Permit 19-05301 to subdivide an existing 13-acre commercial parcel to facilitate the construction of a 2,200 square foot drive-thru restaurant and a 5,200 square foot multi-tenant building within Spectrum Shopping Center (aka Old Walmart Site) located on the west frontage of Perris Boulevard and approximately 400-feet north of Orange Avenue. The purpose of the map is to create three (3) individual parcels, one for the multi-tenant building, one for a fast-food restaurant, and the existing lot for the Old Walmart and Fitness 19 buildings. The multi-tenant building and fast-food restaurant are currently under construction are anticipated to be completed in October 2021.

The Final Map has been reviewed by the City Engineer's office and is substantially consistent with the Tentative Parcel Map approved by the Planning Commission on July 1, 2020. All associated engineering fees are paid; and all bonds are posted. The applicant will comply with all Planning Division requirements related to the Conditions of Approval for Tentative Parcel Map 37760 prior to the Final Parcel Map's recordation.

RECOMMENDATION:

Staff recommends the City Council approve Final Parcel Map 37760.

BUDGET (or FISCAL) IMPACT: Cost for processing this application is paid by the applicant.

Prepared by: Alfredo Garcia, Associate Planner

REVIEWED BY: Kenneth Phung, Planning Manager

City Attorney _____

Assistant City Manager _____

Finance Director ER

Attachments:

1. Aerial Map
2. Final Parcel Map 37760
3. Conditions of Approval (Planning, Engineering, Public Works, and Fire)

Consent:

August 31, 2021

ATTACHMENT 1

Aerial Map



ATTACHMENT 2

Final Map

IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
PARCEL MAP NO. 37760
BEING A PORTION OF LOT 19 OF PARCEL MAP NO. 26437, AS PER MAP RECORDED
IN BOOK 169, PAGE 66 THROUGH 71 OF PARCEL MAPS, RECORDS OF
RIVERSIDE COUNTY, LYING WITHIN SECTION 18, TOWNSHIP 4 SOUTH, RANGE 3 WEST, S.B.M.
MICHAEL NAVARRO, P.L.S. 7848

RECORDER'S CERTIFICATE
FILED THIS _____ DAY OF _____, 20____
AT _____ W. IN BOOK _____ OF PARCEL MAPS, AT
PAGE _____ AT THE REQUEST OF THE CITY
CLERK OF THE CITY OF PERRIS.
NO. _____
FILED:
PETER ALDANA
ASSESSOR - COUNTY CLERK - RECORDER
BY _____ DEPUTY
SUBDIVISION GUARANTEE FIRST AMERICAN
TITLE COMPANY

OWNERSHIP CERTIFICATE.

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED IN THE SUBDIVISION SHOWN
HEREON, THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR
TITLE TO SAID LAND, THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION
MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE


THE REAL PROPERTY BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:
2.00 LANDSCAPE EASEMENT LYING WITHIN PARCEL 1, PARCEL 2, AND PARCEL 3 THE
DEDICATION IS FOR LANDSCAPE AND MAINTENANCE PURPOSES.

BRAZEN GROUP, A NEVADA CORPORATION

BY _____ BY _____
NAME _____ NAME _____
TITLE _____ TITLE _____

SURVEYOR'S STATEMENT.

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON FILED
SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND
LOCAL ORDINANCE AT THE REQUEST OF BRAZEN GROUP, A NEVADA CORPORATION
ON JUNE 2020. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND
OCCUPY THE POSITIONS INDICATED, OR WILL BE IN ACCORDANCE WITH THE TERMS OF
THE MONUMENT AGREEMENT FOR THE MAP, AND THAT SAID MONUMENTS ARE/WILL BE
SET OUT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT
THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY
APPROVED TENTATIVE MAP, IF ANY.


MICHAEL NAVARRO, P.L.S. 7848
LICENSE EXPIRES 12/31/2022



NOTARY ACKNOWLEDGEMENT.

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 RIVERSIDE } SS

ON _____ BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY
APPEARED _____ 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

SIGNATURE _____
NAME OF NOTARY _____
COUNTY IN WHICH COMMISSIONED _____
DATE COMMISSION EXPIRES _____
COMMISSION NUMBER _____

CITY ENGINEER'S STATEMENT.

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND I AM SATISFIED IT IS TECHNICALLY
CORRECT, THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND THE CITY OF PERRIS
ORDINANCE NO. 543 AS AMENDED, WHICH WERE APPLICABLE AT THE TIME OF APPROVAL OF
THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH, AND THAT THE SUBDIVISION SHOWN ON THIS
MAP IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP.

DATED _____
BY GABRIEL D YBARRA, L.S. 4343 EXP 6/30/22
FOR STUART E MCKIBBIN, R.C.E. 44553
CITY ENGINEER FOR THE CITY OF PERRIS



NOTARY ACKNOWLEDGEMENT.

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 RIVERSIDE } SS

ON _____ BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY
APPEARED _____ 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

SIGNATURE _____
NAME OF NOTARY _____
COUNTY IN WHICH COMMISSIONED _____
DATE COMMISSION EXPIRES _____
COMMISSION NUMBER _____

CITY CLERK'S STATEMENT.

I HEREBY STATE THAT AN UNDERTAKING OR CASH DEPOSIT SATISFACTORY TO THE CITY
COUNCIL OF THE CITY OF PERRIS IN CONNECTION WITH THE MONUMENTATION HAS BEEN APPROVED
AND FILED WITH THE CITY OF PERRIS PRIOR TO ACCEPTANCE OF THIS MAP.

DATE _____
NANCY SALAZAR
CITY CLERK OF THE CITY
OF PERRIS, CALIFORNIA BY _____ CITY CLERK

CITY ACCEPTANCE STATEMENT.

THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS DULY AUTHORIZED
OFFICERS HEREBY APPROVES SAID FINAL MAP AND ACCEPTS THE OFFER OF DEDICATION MADE
HEREON FOR LANDSCAPE AND MAINTENANCE PURPOSES SHOWN HEREON

CITY PERRIS, CALIFORNIA
MAYOR: _____
MICHAEL M VARGAS
ATTEST: _____ CITY CLERK
DATE _____

SIGNATURE OMISSIONS:

PURSUANT TO THE PROVISION OF SECTION 66436 (a)(3) OF THE SUBDIVISION MAP ACT, THE FOLLOWING
SIGNATURES HAVE BEEN OMITTED:

1. THE CITY OF PERRIS, HOLDER OF AN EASEMENT FOR SIDEWALKS AND PUBLIC UTILITIES FOR PUBLIC
USE, AS SHOWN ON PARCEL MAP NO. 26437, PNB 169/66-71
2. SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR UNDERGROUND ELECTRICAL
SUPPLY AND COMMUNICATION SYSTEMS AND RIGHTS INCIDENTAL THERETO, PER A DOCUMENT
RECORDED NOVEMBER 19, 1991 AS INSTRUMENT NO. 91-401595 OF OFFICIAL RECORDS
3. SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR UNDERGROUND ELECTRICAL
SUPPLY AND COMMUNICATION SYSTEMS AND RIGHTS INCIDENTAL THERETO, PER A DOCUMENT
RECORDED NOVEMBER 19, 1991 AS INSTRUMENT NO. 91-401596 OF OFFICIAL RECORDS
4. SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND
RIGHTS INCIDENTAL THERETO, PER A DOCUMENT RECORDED MARCH 4, 1993 AS INSTRUMENT NO
93-82044 OF OFFICIAL RECORDS.
5. EASTERN MUNICIPAL WATER DISTRICT, HOLDER OF AN EASEMENT FOR PIPELINES AND RIGHTS
INCIDENTAL THERETO, PER A DOCUMENT RECORDED MARCH 16, 1993 AS INSTRUMENT NO.
93-85730 OF OFFICIAL RECORDS.
6. THE CITY OF PERRIS, HOLDER OF RIGHTS OF ACCESS TO OR FROM PERRIS BOULEVARD, AS
REINVOUSHED ON PARCEL MAP NO. 26437, PNB 169/66-71
7. EASTERN MUNICIPAL WATER DISTRICT, HOLDER OF AN EASEMENT FOR PIPELINES AND RIGHTS
INCIDENTAL THERETO, PER A DOCUMENT RECORDED DECEMBER 15, 1992 AS INSTRUMENT NO.
1992-476108 OF OFFICIAL RECORDS
8. EASTERN MUNICIPAL WATER DISTRICT, HOLDER OF AN EASEMENT FOR PIPELINES AND RIGHTS
INCIDENTAL THERETO, PER A DOCUMENT RECORDED FEBRUARY 8, 2018 AS INSTRUMENT NO
2018-0049109 OF OFFICIAL RECORDS.
9. EASTERN MUNICIPAL WATER DISTRICT, HOLDER OF AN EASEMENT FOR PIPELINES AND RIGHTS
INCIDENTAL THERETO, PER A DOCUMENT RECORDED FEBRUARY 8, 2018 AS INSTRUMENT NO.
2018-0049113 OF OFFICIAL RECORDS
10. MARCH ISLAND PORT AIRPORT AUTHORITY, HOLDER OF AN AVIGATION EASEMENT, AS DESCRIBED
IN THAT CERTAIN DOCUMENT ENTITLED "AVIGATION EASEMENT", RECORDED FEBRUARY 16, 2021
AS DOCUMENT NO. 2021-0055506 OF OFFICIAL RECORDS

TAX COLLECTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE,
THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE,
COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT
TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE,
WHICH ARE ESTIMATED TO BE \$ _____

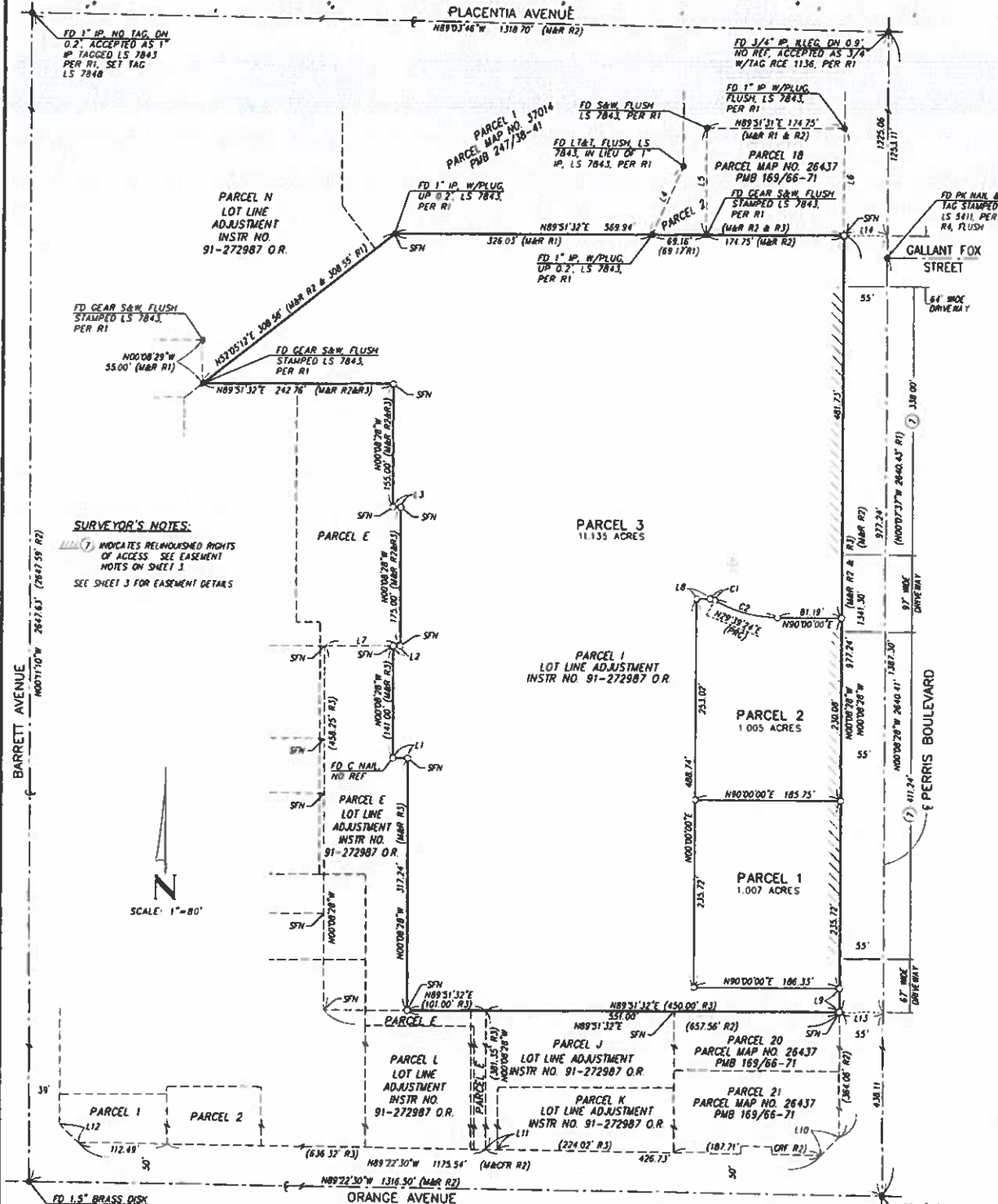
DATED _____, 20____
MATTHEW JENNINGS
COUNTY TAX COLLECTOR
BY _____ DEPUTY

TAX BOND CERTIFICATE.

I HEREBY CERTIFY A BOND IN THE SUM OF \$ _____ HAS BEEN EXECUTED AND FILED
WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED
UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL
ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE
COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID
BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED _____, 20____
CASH OR SURETY BOND
MATTHEW JENNINGS
COUNTY TAX COLLECTOR
BY _____ DEPUTY

IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
PARCEL MAP NO. 37760
BEING A PORTION OF LOT 19 OF PARCEL MAP NO. 26437, AS PER MAP RECORDED
IN BOOK 169, PAGE 66 THROUGH 71 OF PARCEL MAPS, RECORDS OF
RIVERSIDE COUNTY, LYING WITHIN SECTION 18, TOWNSHIP 4 SOUTH, RANGE 3 WEST, S.B.M.
MICHAEL NAVARRO, P.L.S. 7848



SURVEYOR'S NOTES:
① INDICATES REINFORCED RIGHTS OF ACCESS. SEE EASEMENT NOTES ON SHEET 3 FOR EASEMENT DETAILS

SCALE: 1"=80'

LINE DATA:

- L1 N89°31'32"E 19.00' (N&R R3)
- L2 N89°31'32"E 8.91' (N&R R3)
- L3 N89°31'32"E 10.00' (N&R R2&R3)
- L4 N24°14'40"E 94.87' (N&R R1)
- L5 N00°08'28"W 135.00' (N&R R1&R2)
- L6 N00°08'28"W 135.00'
- L7 N89°31'32"E (36.47' R2)
- L8 N90°00'00"E 17.34'
- L9 N00°08'28"W 29.71'
- L10 N45°14'31"E (32.74' R2)
- L11 N89°22'30"W (15.00' R3)
- L12 N46°01'00"W 33.01'
- L13 N89°31'32"E 55.00'
- L14 N89°31'32"E 55.00'

CURVE DATA:

- C1 Δ=29°39'24"
R=12.00'
L=6.21'
- C2 Δ=29°39'24"
R=16.112'
L=84.43'

RECORD DATA REFERENCES:

- R1 INDICATES RECORD PER PM 37014, PMB 247/38-41
- R2 INDICATES RECORD PER PM 26437, PMB 169/66-71
- R3 INDICATES RECORD PER LOT LINE ADJUSTMENT NO. 4/91, INSTR. NO. 91-272987 O.R.
- R4 INDICATES RECORD PER CR 06-8138

BASIS OF BEARINGS

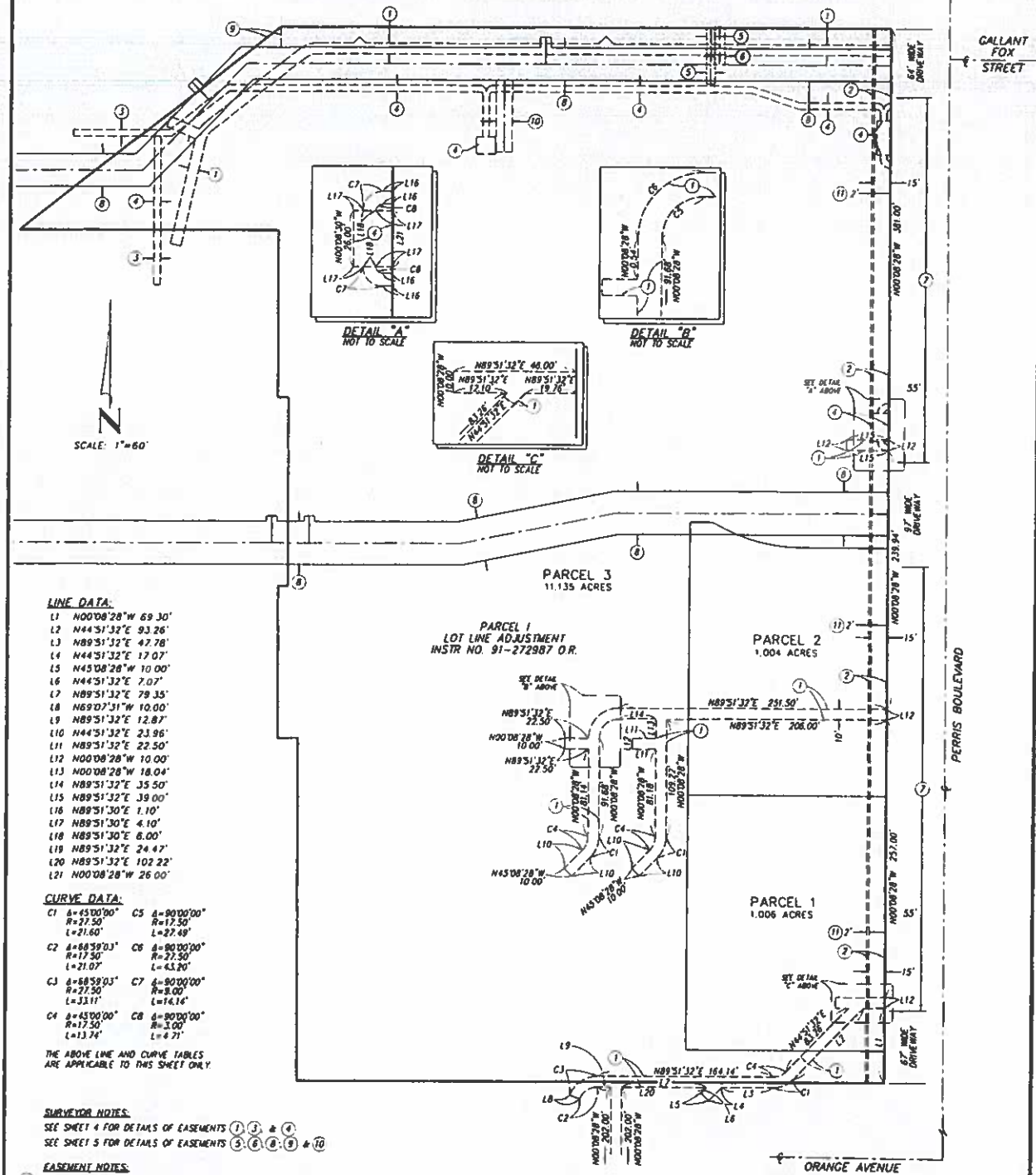
BEARINGS ARE BASED ON THE CENTERLINE OF PERRIS BOULEVARD, BEING N00°08'28"W PER PARCEL MAP NO. 26437, PMB 169/66-71

LEGEND

- INDICATES FOUND MONUMENT AS NOTED
- INDICATES SET 1" I.P. TAGGED 'LS 7848', SPIKE & WASHER STAMPED 'LS 7848' OR NAIL & TAG STAMPED 'LS 7848'
- S&W INDICATES SPIKE AND WASHER
- M&R INDICATES 'MEASURE AND RECORD'
- SFN INDICATES 'SEARCH, FOUND NOTHING'
- CFR INDICATES 'CALCULATED FROM RECORD'
- () INDICATES RECORD AS NOTED

Check Print #4
06-15-2021
Parcel Map 37760
APPROVED

IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
PARCEL MAP NO. 37760
BEING A PORTION OF LOT 19 OF PARCEL MAP NO. 26437, AS PER MAP RECORDED
IN BOOK 169, PAGE 66 THROUGH 71 OF PARCEL MAPS, RECORDS OF
RIVERSIDE COUNTY, LYING WITHIN SECTION 18, TOWNSHIP 4 SOUTH, RANGE 3 WEST, S.B.M.
MICHAEL NAVARRO, P.L.S. 7848
EASEMENT DETAILS



LINE DATA:

- L1 N00°08'28"W 69.30'
- L2 N44°51'32"E 93.26'
- L3 N89°51'32"E 47.78'
- L4 N44°51'32"E 17.07'
- L5 N45°08'28"W 10.00'
- L6 N44°51'32"E 7.07'
- L7 N89°51'32"E 79.35'
- L8 N69°07'31"W 10.00'
- L9 N89°51'32"E 12.87'
- L10 N44°51'32"E 23.96'
- L11 N89°51'32"E 22.50'
- L12 N00°08'28"W 10.00'
- L13 N00°08'28"W 18.04'
- L14 N89°51'32"E 35.50'
- L15 N89°51'32"E 39.00'
- L16 N89°51'30"E 1.10'
- L17 N89°51'30"E 4.10'
- L18 N89°51'30"E 6.00'
- L19 N89°51'32"E 24.47'
- L20 N89°51'32"E 102.22'
- L21 N00°08'28"W 26.00'

CURVE DATA:

- | | |
|--|--|
| C1 Δ=45°00'00"
R=17.50'
L=21.60' | C5 Δ=90°00'00"
R=17.50'
L=27.49' |
| C2 Δ=68°59'03"
R=17.50'
L=21.07' | C6 Δ=90°00'00"
R=17.50'
L=43.20' |
| C3 Δ=68°59'03"
R=17.50'
L=33.11' | C7 Δ=90°00'00"
R=17.50'
L=14.14' |
| C4 Δ=45°00'00"
R=17.50'
L=13.74' | C8 Δ=90°00'00"
R=17.50'
L=4.71' |

THE ABOVE LINE AND CURVE TABLES ARE APPLICABLE TO THIS SHEET ONLY.

SURVEYOR NOTES:

- SEE SHEET 4 FOR DETAILS OF EASEMENTS ①, ③, ④ & ⑩
- SEE SHEET 5 FOR DETAILS OF EASEMENTS ②, ⑤, ⑥, ⑧, ⑨ & ⑪

EASEMENT NOTES:

- ① RECIPROCAL NON-EXCLUSIVE BLANKET EASEMENT FOR INGRESS, EGRESS, ACCESS, PARKING AND SURFACE DRAINAGE, AS RESERVED BY OWNERS ON PARCEL MAP NO. 26437, PWB 169/66-71.
- ② AN EASEMENT FOR SIDEWALKS AND PUBLIC UTILITIES, IN FAVOR OF THE CITY OF PERRIS, FOR PUBLIC USE, AS SHOWN ON PARCEL MAP NO. 26437, PWB 169/66-71.
- ③ AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY AND COMMUNICATION SYSTEMS AND RIGHTS INCIDENTAL THERETO IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, IN A DOCUMENT RECORDED NOVEMBER 19, 1991 AS INSTRUMENT NO. 91-401593 OF OFFICIAL RECORDS.
- ④ AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY AND COMMUNICATION SYSTEMS AND RIGHTS INCIDENTAL THERETO IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, IN A DOCUMENT RECORDED NOVEMBER 19, 1991 AS INSTRUMENT NO. 91-401596 OF OFFICIAL RECORDS.
- ⑤ AN EASEMENT FOR PUBLIC UTILITIES AND RIGHTS INCIDENTAL THERETO IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, IN A DOCUMENT RECORDED MARCH 4, 1993 AS INSTRUMENT NO. 93-82044 OF OFFICIAL RECORDS.
- ⑥ AN EASEMENT FOR PIPELINES AND RIGHTS INCIDENTAL THERETO IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT AS SET FORTH IN A DOCUMENT RECORDED MARCH 16, 1993 AS INSTRUMENT NO. 93-95730 OF OFFICIAL RECORDS.
- ⑦ RELINQUISHED RIGHTS OF ACCESS TO OR FROM PERRIS BOULEVARD, AS RELINQUISHED TO THE CITY OF PERRIS ON PARCEL MAP NO. 26437, PWB 169/66-71.
- ⑧ AN EASEMENT FOR PIPELINES AND RIGHTS INCIDENTAL THERETO IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT AS SET FORTH IN A DOCUMENT RECORDED DECEMBER 15, 1992 AS INSTRUMENT NO. 1992-476108 OF OFFICIAL RECORDS.
- ⑨ AN EASEMENT FOR PIPELINES AND RIGHTS INCIDENTAL THERETO IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT AS SET FORTH IN A DOCUMENT RECORDED FEBRUARY 8, 2018 AS INSTRUMENT NO. 2018-0045109 OF OFFICIAL RECORDS.
- ⑩ AN EASEMENT FOR PIPELINES AND RIGHTS INCIDENTAL THERETO IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT AS SET FORTH IN A DOCUMENT RECORDED FEBRUARY 8, 2018 AS INSTRUMENT NO. 2018-0045113 OF OFFICIAL RECORDS.
- ⑪ AN EASEMENT FOR LANDSCAPE AND MAINTENANCE PURPOSES DEDICATED HERETO TO THE CITY OF PERRIS.
- ⑫ AN AVIATION EASEMENT IN FAVOR OF MARION ISLAND PORT AIRPORT AUTHORITY PER DOCUMENT RECORDED FEBRUARY 16, 2021 AS DOCUMENT NO. 2021-0045506 OF OFFICIAL RECORDS, BLANKET IN NATURE.

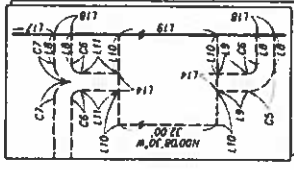
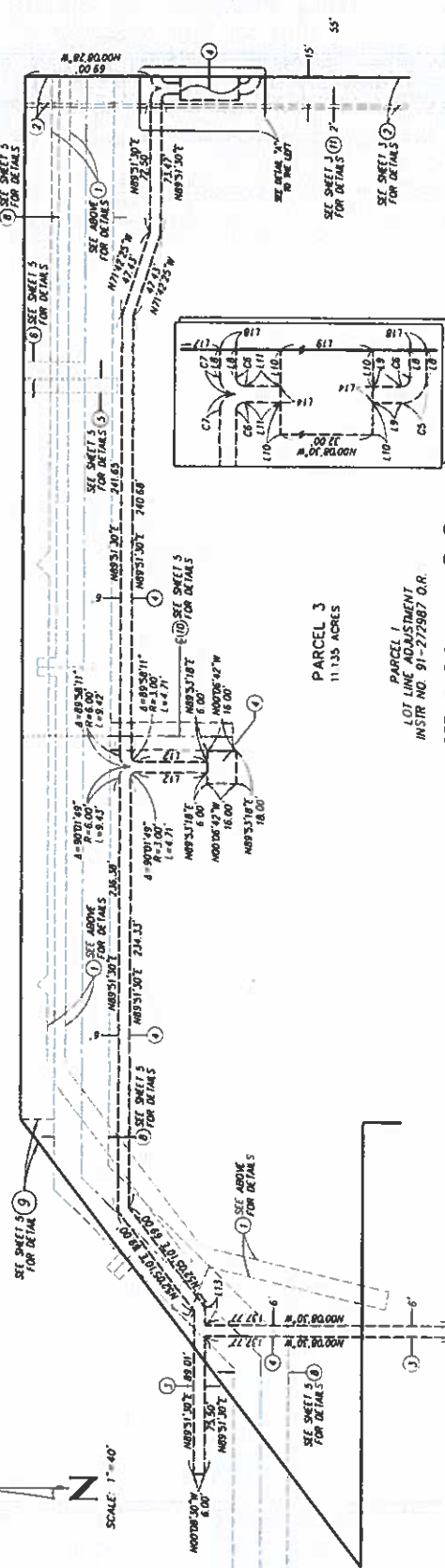
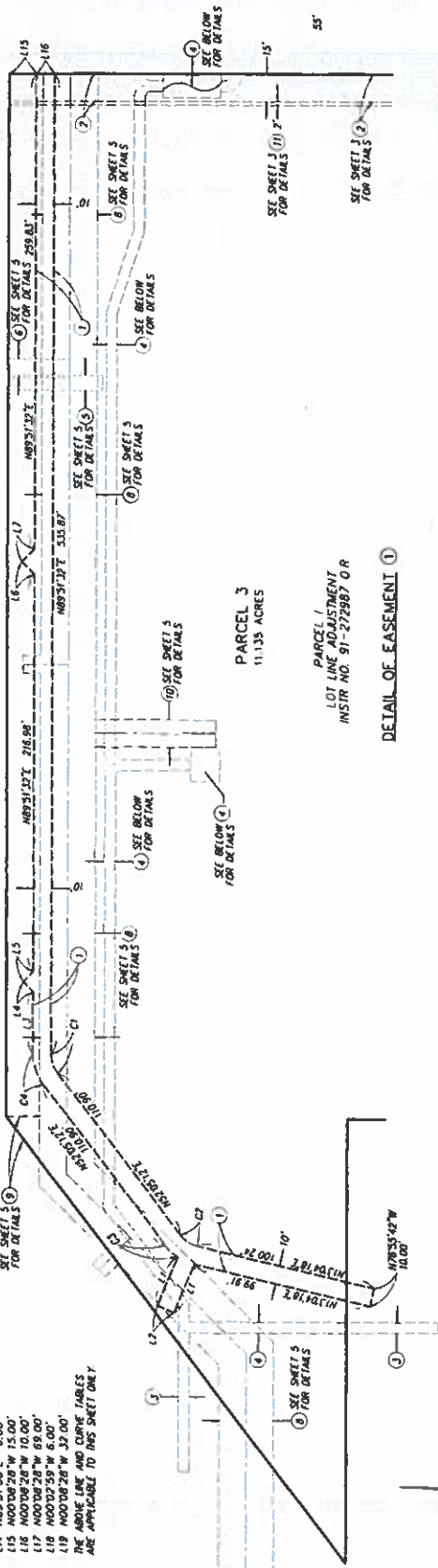
CURVE DATA:

L1	67°08'18"W	28.91'
L2	42°25'14.2"E	10.00'
L3	88°51'32"E	33.77'
L4	44°25'32"E	7.88'
L5	44°25'32"E	7.88'
L6	44°25'32"E	10.00'
L7	44°25'32"E	10.00'
L8	88°51'30"E	0.50'
L9	40°08'30"W	2.89'
L10	88°51'30"E	3.59'
L11	40°08'30"W	2.27'
L12	88°51'30"E	8.95'
L13	88°51'30"E	6.00'
L14	40°08'28"W	15.00'
L15	40°08'28"W	10.00'
L16	40°08'28"W	69.00'
L17	40°08'28"W	69.00'
L18	40°08'28"W	69.00'
L19	40°08'28"W	33.00'

THE ABOVE LINE AND CURVE DATA ARE APPLICABLE TO THIS SHEET ONLY.

IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
PARCEL MAP NO. 37760
 BEING A PORTION OF LOT 19 OF PARCEL MAP NO. 28437, AS PER MAP RECORDED
 IN BOOK 169, PAGE 66 THROUGH 71, OF PARCEL MAPS, RECORDS OF
 RIVERSIDE COUNTY, LYING WITHIN SECTION 18, TOWNSHIP 4 SOUTH, RANGE 3 WEST, S.B.M.
 MICHAEL NAVARRO, P.L.S. 7848

EASEMENT NOTE:
 (2) INDICATES EASEMENT PLOTTED HEREON. SEE SHEET J FOR EASEMENT LEGEND



LINE DATA:
 L1 N00°00'28"W 25.00'
 L2 N45°44'28"W 25.00'
 L3 N00°00'28"W 65.97'
 L4 N00°00'28"W 65.97'
 L5 N00°00'28"W 65.97'
 L6 N89°51'12"E 24.47'
 L7 N00°00'28"W 33.99'

THE ABOVE LINE TABLE IS APPLICABLE TO THIS SHEET ONLY.

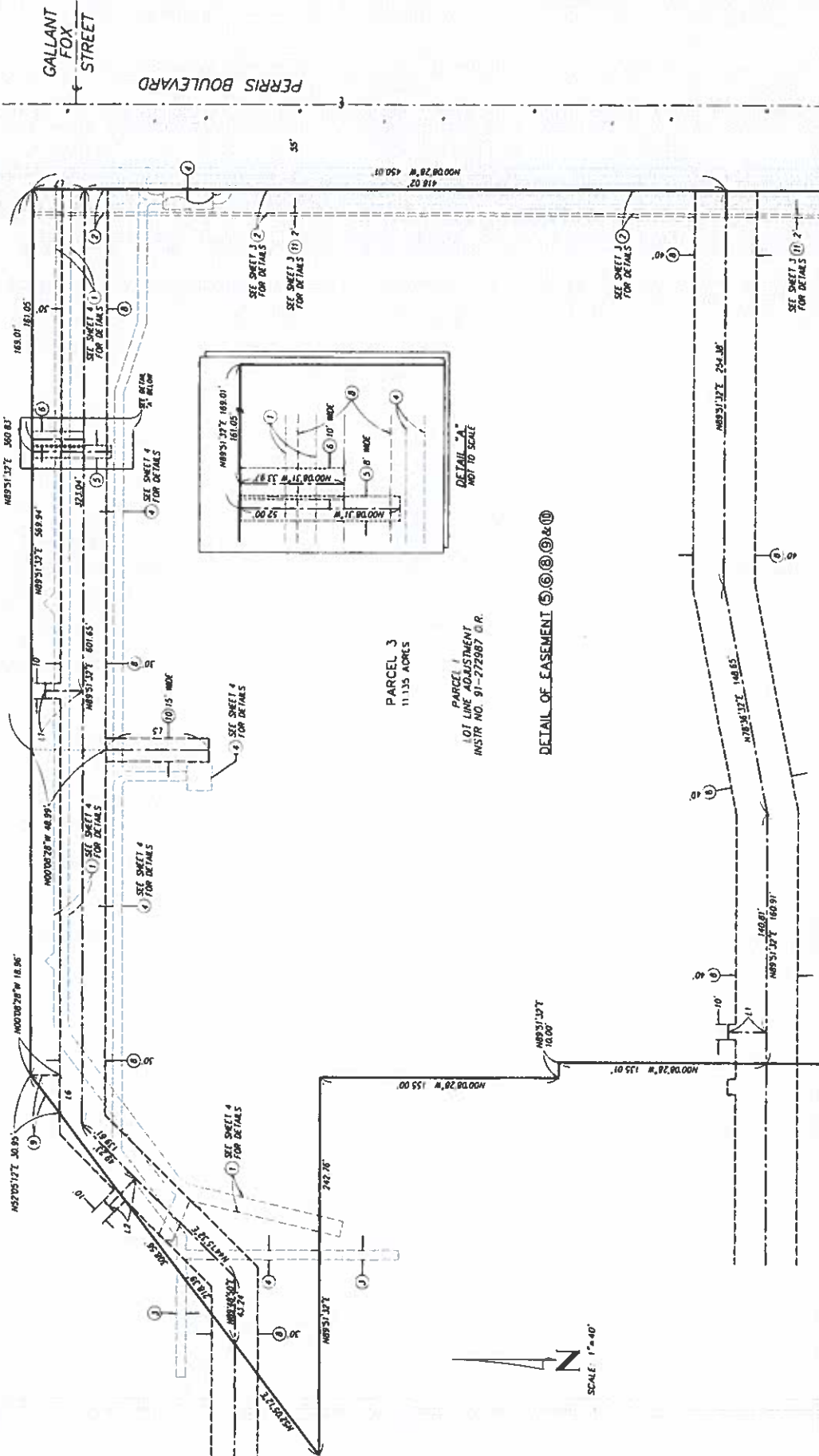
IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
PARCEL MAP NO. 37760

BEING A PORTION OF LOT 19 OF PARCEL MAP NO. 26437, AS PER MAP RECORDED IN BOOK 169, PAGE 66 THROUGH 71 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, LYING WITHIN SECTION 18, TOWNSHIP 4 SOUTH, RANGE 3 WEST, S.G.M.

MICHAEL NAVARRO, P.L.S. 7848
EASEMENT DETAILS

EASEMENT NOTE:

(X) INDICATES EASEMENT PLOTTED HEREON. SEE SHEET 3 FOR EASEMENT LEGEND



ATTACHMENT 3

Conditions of Approval (Planning, Engineering, Public Works and Building)

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

PLANNING COMMISSION CONDITIONS OF APPROVAL

Tentative Parcel Map 37760 and Conditional Use Permit 19-05301

July 1, 2020

PROJECT: A proposal to subdivide an existing 13-acre commercial parcel within the Spectrum Shopping Center (aka Old Walmart Site) to facilitate the development of a 5,200 SF multitenant building and a 2,200 SF fast food restaurant along the west frontage of Perris Boulevard north of Orange Avenue. **Applicant:** Iku Shimomura

General Requirements:

1. **City Ordinances and Business License.** The subject business shall maintain compliance with all local and City Ordinances, including but not limited to an annual fire inspection and maintenance of a City business license.
2. **Conformance to Approved Plans.** The proposed use will operate in accordance with the 2020 Planning Commission meeting approval, or as amended by these conditions. Any deviation shall require appropriate Planning Division review and approval.
3. **Conditional Use Permit Approval.** The Conditional Use Permit approval shall be null and void unless substantial construction of the project or commencement of the land use contemplated by this approval is begun within three (3) years of the approval date. The applicant may apply for a maximum of three (3) one-year extensions. A written request for an extension shall be submitted to the Planning Division at least thirty (30) days prior to the expiration of the Conditional Use Permit.
4. **Building & Safety Division.** The project shall comply with all Conditions of Approval by the Building and Safety Department dated November 11, 2019.
5. **Fire Department Conditions.** The project shall comply with all Conditions of Approval by the Fire Department dated November 27, 2019, consisting of the following requirements.
 - a) Prior to the to the issuance of a grading permits, evidence of sufficient fire flow of 1500 GPM for 2 hours shall be provided to the City of Perris. The City of Perris Building and Fire Marshal Water Available/Fire Flow Form shall be utilized.
 - b) Prior to the to the issuance of a grading permits a fire department access plan shall be submitted to the City of Perris for review and approval. The fire department access plan shall comply with the requirements specified by the City of Perris Guideline for Fire Department Access & Water Requirements for Commercial & Residential Development, and the California Fire Code, Chapter 5.
 - c) A fire department access road complying with the CFC, Chapter 5 and the approved fire department access plans shall be installed prior to building construction.

Exhibit A – Conditions of Approval

- d) All required fire hydrants shall be installed and operational prior to building construction. All fire hydrants shall remain operational during construction.
 - e) All required fire hydrants shall be readily visible and immediately accessible. A clear space of not less than 3-feet shall be maintained at all times.
 - f) Prior to construction a temporary address sign shall be posted and clearly visible from the street.
 - g) The permanent building address shall be provided and either internally or externally lighted during hours of darkness. The address shall be clearly visible from the street fronting the property and comply with California Fire Code Section 505.1 for size and color.
 - h) City of Perris approval shall be obtained prior to the storage and/or use of hazardous materials as defined by the California Fire Code.
 - i) The building shall be provided with an automatic fire sprinkler system in accordance with NFPA 13. Construction plans shall be submitted for review and approval to the City of Perris prior to installation.
 - j) Prior to building final, the building shall be provided with a Knox Lock key box located no more than seven feet above the finished surfaced and near the main entrance door.
6. **City Engineers Conditions.** The project shall comply with all requirements of the City Engineer's Conditions of Approval dated December 16, 2019.
7. **Sign Application.** A separate sign application will be required for any signs.
8. **County Health Department License.** County Health Department Approval will be required prior to the issuance of a building permit.
9. **Alcohol Beverage Control (ABC) License.** All businesses providing on-site consumption of alcoholic beverages shall contact the department of Alcohol Beverage Control ABC for all proper licensing.
10. **City Business License.** All businesses shall be required to obtain an approved business license(s) from the City of Perris Business License Division.
11. **Graffiti.** Graffiti located on-site shall be removed within 48 hours. The site shall be maintained in a graffiti-free state at all times.
12. **Property Maintenance.** The project shall comply with provisions of Perris Municipal Code 7.06 regarding Landscape Maintenance, and Chapter 7.42 regarding Property Maintenance.

13. **ADA Compliance.** The project shall conform to all disabled access requirements in accordance with the State of California, Title 24, and Federal Americans with Disabilities Act (ADA).
14. **Exterior Downspouts.** Exterior downspouts are not permitted on the elevations of any building where exposed to public view. Interior downspouts are required.
15. **Trash Enclosure.** The trash enclosure will include a trellis cover with a solid top.
16. **Screening of Roof-Mounted Equipment.** Parapet walls shall prevent public views of roof-mounted equipment.
17. **Utilities.** All utility facilities attached to buildings, including meters and utility boxes, shall be enclosed within cabinets, as appropriate, and/or painted to match the building to which they are affixed.
18. **Waste Hauling.** The developer shall use only the City-approved waste hauler for all construction and other waste disposal.
19. **Outstanding Fees.** Any outstanding processing fees due to the Planning Division shall be paid.
20. **Southern California Edison.** The applicant shall contact the Southern California Edison (SCE) area service planner (951) 928-8323 to complete the required forms prior to the commencement of construction.
21. **Indemnification.** The developer/applicant shall indemnify, protect, defend, and hold harmless, the City and any agency or instrumentality thereof, and/or any of its officers, employees, and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees and agents, to attack, set aside, void, annul, or seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City, concerning Tentative Parcel Map 37760 and Conditional Use Permit 19-05301. The City shall promptly notify the developer/applicant of any claim, action, or proceeding for which indemnification is sought and shall further cooperate fully in the defense of the action.
22. **Construction Practices.** To reduce potential air quality nuisances, the following items shall be listed as "General Notes" on the construction drawings:
 - a. Construction activity and equipment maintenance is limited to the hours between 7:00 a.m. and 7:00 p.m. Per Zoning Ordinance, Noise Control, Section 7.34.060, it is unlawful for any persons between the hours of 7:00 p.m. of any day and 7:00 a.m. of the following day, or on a legal holiday, or on Sundays to erect, construct, demolish, excavate, alter or repair any building or structure in a manner as to create

disturbing excessive or offensive noise. Construction activity shall not exceed 80 dBA in residential zones in the City.

- b. Stationary construction equipment that generates noise in excess of 65 dBA at the project boundaries must be shielded and located at least 100 feet from occupied residences. The equipment area with appropriate acoustic shielding shall be designated on building and grading plans. Equipment and shielding shall remain in the designated location throughout construction activities.
- c. Construction routes are limited to City of Perris designated truck routes.
- d. A person or persons shall be designated to monitor the dust control program and to order increased watering as necessary to prevent transport of dust off-site. The name and telephone number of such persons shall be provided to the City.
- e. The applicant shall comply with all applicable requirements of Southern California Air Quality Management District (SCAQMD).
- f. Project applicants shall provide construction site electrical hook-ups for electric hand tools such as saws, drills, and compressors, to eliminate the need for diesel powered electric generators or provide evidence that electrical hookups at construction sites are not practical or prohibitively expensive.

Prior to Grading Permit Issuance:

23. **Water Quality Management Plan (WQMP).** The applicant shall submit a final WQMP substantially in conformance with the approved Preliminary WQMP including, but not limited to, plans and details providing the elevations, slopes, and other details for the proposed structural source control BMPs, and vegetative swales. The Public Works Department shall review and approve the final WQMP plans and details.
24. **Planning Clearance.** The applicant shall first obtain clearance from the Planning Division verifying that all pertinent conditions of approval have been met.
25. **Avigation Easement.** An avigation easement shall be recorded in favor of the March Air Force Base.

Prior to Buildign Permit Issuance:

26. **Site Lighting Plan.** The site lighting plan shall conform to the requirements of the City's adopted Mount Palomar Ordinance and be submitted to the Planning Division for final review and approval. Full cutoff fixtures shall be used to prevent light and glare above the horizontal plan of the bottom of the lighting fixture. A minimum of one (1) foot-candle of light shall be provided in parking and pedestrian areas.
27. **Landscaping Plans.** Prior issuance of building permits, three (3) copies of Construction

Landscaping and Irrigation Plans shall be submitted to the Planning Division for approval, accompanied by the appropriate filing fee. The landscape and irrigation plan shall be prepared by a California registered landscape architect and conformed to the requirements of Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. The landscaping shall be consistent with the conceptual landscape plan, except as required below.

28. Fees. Prior to the issuance of building permits, the developer shall pay the following fees:

- a. Stephen's Kangaroo Rat Mitigation Fees of \$500.00 per acre
- b. Development Impact Fees
- c. Multiple Species Habitat Conservation Plan fees
- d. Statutory school fees in effect to all appropriate school districts
- f. TUMF fees
- g. District drainage fees
- h. All fees identified on Conditions of Approval from other departments

Prior to Issuance of Occupancy Permits:

- 29. On-Site Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for final landscape inspection after all the landscaping and irrigation has been installed and is completely operational. Before calling for a final inspection, a "Certificate of Compliance" form shall be completed and signed by the designer/auditor responsible for the project, and submitted to the project planner for approval.
- 30. Assessment and Community Facilities Districts.** The project shall be annexed into any assessment, community facilities, or similar district that provides funding for maintenance, services, or public improvements that benefit the project. The costs and benefits shall be described in the applicable district and annexation documents. The developer shall complete all actions required to complete such annexation prior to issuance of a Certificate of Occupancy. See Public Works/Engineering Conditions of Approval.
- 31. Final Inspection.** The applicant shall obtain occupancy clearance from the Planning Division by scheduling a final Planning inspection after final sign-offs from the Building Division and Engineering Department. Planning Staff shall verify that all pertinent conditions of approval have been met. The applicant shall have all required paving, parking, walls, site lighting, landscaping and automatic irrigation installed and in good condition.

<End Conditions>



CITY OF PERRIS

STUART E. MCKIBBIN, CITY ENGINEER

CONDITIONS OF APPROVAL

P8-1357

December 16, 2019

CUP 19-05301 Yoshinoya, TPM 37760 (19-05303) &

CUP 19-05302, Little Caesar's - 2560 Perris Boulevard

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

In the event of a conflict between any conditions stated below, those imposed by Planning Department and others, and requirements identified in the approved Traffic Impact Analysis, the most stringent in the opinion of the City shall prevail.

General Conditions:

1. The project grading shall be in a manner to perpetuate existing natural drainage patterns. Any deviation from this, concentration or increase in runoff must have approval of adjacent property owners and City Engineer. The developer/property owner shall accept the offsite runoff and convey to acceptable outlet.
2. Prior to commencement of any construction or installation of fencing in public right-of-way, an encroachment permit shall be obtained from the City Engineer's office.

Prior to Issuance of Grading Permit:

3. The developer/property owner shall sign the consent and waiver form to join the Lighting and Landscape District. The developer/property owner shall maintain all onsite and offsite landscaping. The existing streetlights and traffic signal shall be maintained by the City and cost paid by the developer/property owner through the said annexations. In the event Riverside County Flood Control and Water Conservation District (RCFCD) does not maintain the drainage facilities, latter shall be annexed into City's Flood Control District for maintenance.
4. The developer/property owner shall submit the following to the City Engineer for review and approval:
 - a. Onsite Grading Plan and Erosion Control Plan - all pads shall be graded to be a minimum of 1' above adjacent finished grade. Plans shall show the approved WDID No.
 - b. Final Drainage Plan, Hydrology and Hydraulic Report
 - c. Final WQMP (for reference)
 - d. Onsite Water and Sewer Plans

The design shall be in compliance with EMWD, RCFCD, Riverside County Transportation Department, Caltrans, City of Perris, and ADA most recent standards, criteria and requirements and in effect at the time of construction and shall be coordinated with the approved plans of the adjacent developments.

Prior to Issuance of Building Permit:

5. Parcel Map Tract Map 37760 shall be filed and recorded.
6. All weather access per Fire Department standards shall be provided to the building structure.
7. The developer/property owner shall submit a compaction certification from the Soils Engineer in compliance with the approved geotechnical/soils report.
8. Prior to issuance of building permit, the developer/property owner shall secure City's and appropriate agencies' approvals of the improvement plans.

Prior to Issuance of Certificate of Occupancy:

9. The developer/property owner shall provide for utility trench surface repair as directed by the City Engineer.

10. Any appurtenances damaged or broken during the development of this project shall be repaired or removed and replaced by the developer/property owner to the satisfaction of the City Engineer. Any survey monuments damaged or destroyed shall be reset by qualified professional pursuant to the California Business and Professional Code 8771.



Stuart E. McKibbin
City Engineer



CITY OF PERRIS

PUBLIC WORKS DEPARTMENT

LANDSCAPE DIVISION

Weed Abatement

NPDES Services

Flood Control and Landscape Districts

MEMORANDUM

Date: June 25, 2020

To: Alfredo Garcia, Project Planner

From: Michael Morales, CIP Manager 

Subject: **CUP 19-05301– Conditions of Approval**

Proposal to subdivide 13-acre commercial parcel for a proposed 5,200 S.F. multi-tenant building, and 2,200 s.f. Yoshinoya fast food restaurant. Project is located North of Orange Avenue between Barratt Avenue and Perris Blvd.

1. **Dedication and/or Landscape Maintenance Easement.** Offer of Dedication and Landscape Maintenance Easement for City landscape maintenance district shall be provided as follows:
 - **Perris Boulevard**–Provide offer of dedication as needed to provide for full half width Street, curb gutter, sidewalk and off-site landscaping requirements, per City General Plan, including minimum 17' public parkway from back of curb. The topographic map provided by the developer appears to provide for an existing 15' Parkway from back of curb, only.
2. **Landscape Maintenance Easement and Landscape Easement Agreement.** The developer shall provide, for review and approval, a landscape easement, complete with legal plat map and legal description to the City of Perris. The Developer shall provide an additional 2' landscape easement and Landscape easement agreement, acceptable to the City of Perris for frontage along Perris Blvd. The total public parkway along Perris Boulevard will be 17' from back of curb. The City shall record the same with the Riverside County Recorder's Office, and the recorded instrument shall be returned to the City Clerk of the City of Perris for filing.
3. **Landscaping Plans.** Three (3) copies of Construction Landscaping and Irrigation Plans for the off-site landscaping, including any medians or other landscape areas along the dedications shall be submitted to the Planning Department for approval and shall be accompanied by the appropriate filing fee. The landscape and irrigation plan shall be prepared by a registered landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. This landscape plan shall be titled "CUP Off-site Landscape Plan CUP 19-05301" and shall be exclusive of any private property, on-site landscaping. Elements of the Landscape Plan shall include but not be limited to:
 - a. **Landscape Limits** – Limits of right-of-way areas or easement areas, defined by concrete mow curb, fully dimensioned, that are to be annexed into the Landscape Maintenance District. A planting palette and hardscape plan intended to meet the design intent of the Landscape Guidelines in effect for the area; or if no such guidelines exist the design intent of neighboring development, as determined by the Engineering Administration and Special Districts Division, including:

- **Perris Boulevard.** – Remove all existing turf fronting Perris Boulevard within the existing 15' right-of-way and new 2' landscape easement area, and re-plant with a planting palette as follows: Street Tree- Magnolia Grandiflora 'Samuel Sommer' "Southern Magnolia". Use drought resistant shrubs and ground cover intended to compliment the existing City median on Perris Blvd, including but not limited to the following Kangaroo Paw, Nolia Grasses, Agave, Lantana yellow/purple, Red Yucca, Red Hot Poker and hardscape such as creek bed, round stone.
 - **Perris Boulevard Median-** The proposed development will benefit from existing landscape maintenance district facilities, including the Perris Boulevard Median, which serves the existing development. Therefore, the project shall annex into a new Landscape District Benefit Zone and pay its fair share for the maintenance of the existing median facilities.
- b. **Irrigation** – A list of irrigation system components intended to meet the performance, durability, water efficiency, and anti-theft requirements for Special District landscape areas as determined by the Engineering Administration and Special Districts Division. Components shall include, but not be limited to Salco or GPH flexible PVC risers, Sentry Guard Cable Guard and Union Guard, and backflow Wilkens Model 375 (or equal). Controller shall include an ET based controller with weather station that is centrally controlled capable and wi-fi ready (Calsense or equal). At the discretion of the Engineering Administration and Special Districts Division public landscape areas utilizing no more than 6 valves/stations, programmed to irrigate consecutively, and none simultaneously, may propose the use of an alternative ET based controller with weather station that is centrally controlled capable and wi-fi ready, such as the Weathermatic System or equal. Proposed system shall be complete with wireless weather station, aircard with flow, one year bundle service, blade antenna and flow sensor.
- c. **Benefit Zone Quantities** – Include a Benefit Zone quantities table (i.e. SF of planting areas, turf, number of trees, SF. of hardscape, etc.) in the lower right hand corner of the cover sheet for off-site landscape areas, indicating the amount of landscaping the district will be required to maintain.
- d. **Meters** – Each District is required to be metered separately. All electrical and water meters shall be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene and away from street intersections. Show location of separate water and electrical utility meters intended to serve maintenance district areas exclusively. Show locations of water and electrical meter for landscape district. Show location of water and electrical meter for flood control district. Show location of electrical meter for Traffic signal and street lighting district, on respective plans. Coordinate location of meters on landscape and civil engineering plan.
- e. **Controllers** - The off-site irrigation controllers are to be located within the right of way (preferably within the off-site landscape area). All point of connection equipment including irrigation controller pedestals, electrical meter pedestals, and backflow preventers are to be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene, and away from street intersections. Backflow preventers are to be screened on at least three sides with (5) gallon plant material. The fourth side shall be open to the back of the landscape area in order to allow the backflow cage to be opened without interference with plant materials. Backflow cages shall meet the required City of Perris Engineering Standards in effect at the time of approval.
- f. **Recycled Water** - If applicable. The project landscape architect shall coordinate with EMWD to verify if the site will be served with recycled water and design all irrigation and landscape plans to meet the

to identify any and all items needing correction prior to acceptance by the City at the conclusion of the one-year maintenance period. Said items needing correction may include but are not limited to: replacement of dead or diseased plant materials, weeding, replenishment of mulches, repair of damaged or non-functioning irrigation components, test of irrigation controller communications, etc. During this period, the City shall begin the annual assessment of the benefit zone in preparation for the landscape installation turn-over to City maintenance staff.

6. **Street/Off-Site Improvements.** The applicant shall submit street improvement plans, accompanied by the appropriate filing fee to the City Engineering Department. Details of treatments off-site improvements, including lighting shall meet both the City Engineer's Design Guidelines, and the additional requirements of the Engineering and Special Districts Division. Components shall include, but not be limited to:
- a. **Street Lighting-**If street lighting is required, lighting shall meet the type, style, color and durability requirements, necessary for energy efficiency goals, maintenance and longevity of improvements of the City Engineer's Office. As determined by the City, new streetlights may be required to be deeded to City of Perris, and not SCE. Street lights deeded to City of Perris shall be constructed per LS-3 account billing standard, which shall include an individually metered pedestal for streetlights.
 - b. **Acceptance By Public Works/Special Districts-** Lighting District facilities required by the City Engineer's Office shall be installed and fully operational, and approved by final inspection by the City Engineer's Office, and the City's Consulting Traffic Signal Inspection Team (Riverside County TLMA) at (951) 955-6815. Prior to acceptance for maintenance of "Off-site" traffic signal and lighting facilities by the Public Works-Engineering and Administration Division/Special Districts, the developer shall contact the Public Works Special Districts Division at (951) 956-2120 to schedule the delivery of all required turn-over submittal items. Prior to acceptance into Lighting District 84-1, coordinate turn-over information pertaining to Street Lights, and Traffic Signal Electrical/SCE Service Meters with Wildan Financial Services, the City's Special Districts Consulting Firm at (951) 587-3564. (i.e. Provide electrical meter number, photo of pedestal, and coordinate "request for transfer of billing information" with SCE and City for all new service meters). Developer shall pay 18-month energy charges to the City of Perris for all off-site street lighting. Call Wildan Financial Services, Inc. for amount due, and to obtain receipt for payment. Obtain and provide a clearance form from Riverside County TLMA indicating completion of all punch list items from traffic signal construction. Submit one large format photo-copy of Traffic Signal as-built plans and timing sheets.
7. **Water Quality Management Plans.** The applicant shall submit a Preliminary and Final WQMP, accompanied by the appropriate filing fee to the Planning Department and City Engineering Department, respectively. Details for treatment control facilities shall meet both the Riverside County WQMP Design Guidelines, and the additional requirements of the Engineering and Special Districts Division intended to reduce long term maintenance costs and longevity of improvements. Components shall include, but not be limited to:
- **Storm Drain Screens-**If off-site catch basins are required by the City Engineer's Office, connector pipe screens shall be included in new catch basins to reduce sediment and trash loading within storm pipe. Connector pipe screens shall the type, style, and durability requirements of the Public Work's Engineering Administration and Special Districts Division.
 - **WQMP Inspections-** The project applicant shall inform the on-site project manager and the water quality/utilities contractor of their responsibility to call for both "ON-SITE" and OFF-SITE" WQMP inspections at the appropriate stages of construction. Contact CGRM at (909) 455-8520 to schedule inspections.
 - **Acceptance By Public Works/Special Districts-**Both on-site and off-site flood control/water quality facilities required for the project, as depicted in the Final WQMP, shall be installed and fully operational,

and approved by final inspection by the City's WQMP Consultant, CGRM. The Developer shall obtain a final Clearance Letter from CGRM indicating compliance with all applicable Conditions of Approval for the approved WQMP. The developer shall deliver the same to the Public Works-Engineering and Administration Division/Special Districts. In addition, prior to acceptance by the City, the developer shall submit a Covenant and Agreement describing on-going maintenance responsibilities for on-site facilities per the approved WQMP, to the Public Works Engineering Administration and Special Districts Division. The Public Works Engineering Administration and Special Districts Division will review and approve the Covenant and Agreement. The City shall record the same with the Riverside County Recorder's Office, and the recorded instrument shall be returned to the City Clerk of the City of Perris for filing.

8. **Flood Control District #1 Maintenance Acceptance.** The proposed development will benefit from existing "downstream" flood control facilities, including pipe and catch basins, which serve the existing development. Therefore, the project shall annex into a new Flood Control District Benefit zone and pay its fair share for the maintenance of these downstream facilities. However, any "new" Flood Control District facilities required by the City Engineer's Office shall be installed and fully operational, and approved by final inspection by the City Engineer's Office. Prior to acceptance for maintenance of "Off-site" flood control facilities by the Public Works-Engineering and Administration Division/Special Districts the developer shall contact the Public Works Special Districts Division at (951) 657-3280 to schedule the delivery of all required turn-over submittal items including as-built storm drain plans in electronic PDF format, one large format photo-copy of as-built plans, storm drain video report in electronic format, and hardcopy of video report with industry standard notations and still photos made during video runs (i.e. facilities sizes, off-sets or damage, facility type, dirt and debris, etc.). The flood control facilities shall be turned over in a condition acceptable to the City, and the developer shall make all necessary repairs and perform initial maintenance to the satisfaction of the City.

9. **Assessment Districts.** Prior to permit issuance, developer shall deposit \$5,250 per district, \$10,500 total due. Payment is to be made to the City of Perris, and the check delivered to the City Engineer's Office. Payment shall be accompanied by the appropriate document for each district indicating intent and understanding of annexation, to be notarized by property owner(s):
 - **Consent and Waiver for Maintenance District No. 84-1** - New street lighting proposed by the project, as determined by the City Engineer
 - **Consent and Waiver for Landscape Maintenance District No. 1** -New off-site parkway landscape within the new 2' easement and existing 15' right-of-way by the project on Perris Boulevard. In addition, the proposed development shall pay its fair share of the existing landscape median maintenance located along Perris Boulevard.
 - **Petition for Flood Control Maintenance District No. 1** - The proposed development will benefit from existing "downstream" flood control facilities, located on Perris Boulevard, including pipe and catch basins, which serve the existing development. Therefore, the proposed project shall annex into a new Flood Control District Benefit zone and pay its fair share for the maintenance of these downstream facilities.
 - Original notarized document(s) to be sent to:
Daniel Louie
Wildan Financial Services
27368 Via Industrial, #200
Temecula, CA 92590

- a. Prior to final map recordation or final certificate of occupancy the developer shall annex into the aforementioned districts, posting an adequate maintenance performance bond to be retained by the City as required by the City Engineer. Upon receipt of deposit and Consent and Waiver Forms, the developer shall work with City to meet all required milestones for annexations.
- i. City prepares the Engineer's Reports which includes a description of the improvements to be maintained, an annual cost estimate and annual assessment amounts.
- ii. Reports are reviewed and approved by the property owner. The assessment ballots will be based on these Reports.
- iii. The Reports and corresponding resolutions are placed, for approval, on the City Council Meeting Agenda. City Council action will include ordering the assessment ballots and setting a Public Hearing for no sooner than 45 days. Property owner attendance at this City Council Meeting is not required.
- iv. The assessment ballots are sent to the property owner and are opened by the City Clerk at the close of the Public Hearing. With a "YES" vote by the property owner the City Council can move forward with the Resolution that Confirms the Annexation. Property owner attendance at this Public Hearing is not required.
- v. Confirmation by the City Council completes the annexation process and the condition of approval has been met.

SRC COMMENTS
***** BUILDING & SAFETY *****

Planning Case File No(s): **CONDITIONAL USE PERMIT #19-05301**

Case Planner: **Alfredo Garcia (951) 943-5003, EXT 287**

Applicant: **John Dodson**

Location: **2560 N. Perris Blvd.**

A Conditional Use Permit for the approval of a parcel map to subdivide an existing 13 acre commercial for a proposed 5,200 SF multitenant and a 2,200 SF fast food restaurant

Project:

Associated Cases: **CUP #19-05302 & PM 19-05303**

Reviewed By: **David J. Martinez, CBO**

Date: **11-19-19**

SPECIFIC COMMENTS

1. None

GENERAL CONDITIONS

1. Shall comply with the latest adopted State of California 2019 editions of the following codes as applicable:
 - A. 2019 California Building Code
 - B. 2019 California Electrical Code
 - C. 2019 California Mechanical Code
 - D. 2019 California Energy Code
 - E. 2019 California Fire Code
 - F. 2019 California Green Building Standards Code
 - G. Proposed Project will have to comply with the Title 24 Access Regulations
2. All signs if any shall be Underwriters Laboratories, or equal, approved.
3. The County Health Departments Approval will be required prior to the issuance of a building permit

PRIOR TO THE ISSUANCE OF THE BUILDING PERMIT

1. The following items shall be completed and/or submitted as applicable – prior to the issuance of building permits for this proposed project.
 - A. Precise grading plans shall be submitted and approved
 - B. Rough grading shall be completed
 - C. Compaction must be certified
 - D. The Pad elevations must be certified
 - E. The rough and finish grade must be inspected and signed off

FIRE CONDITIONS

1. Fire Conditions will be provided by Dennis Grubb and Associates



CITY OF PERRIS

10.D.

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: August 31, 2021

SUBJECT: San Jacinto Avenue Connection Project (CIP # S128)

REQUESTED ACTIONS: Approve contract service agreement with Albert A. Webb Associates for Environmental Engineering Services for the San Jacinto Avenue Connection Project; and authorize the City Manager to execute the agreement

CONTACT: Stuart E. McKibbin, Contract City Engineer

BACKGROUND/DISCUSSION:

The San Jacinto Avenue Connection Project proposes to construct the segment of San Jacinto Avenue from A Street to C Street per the General Plan Circulation Element designation of Secondary Arterial. The proposed project would shift traffic away from an existing residential area, improve air quality, and save both time and fuel consumption. The project would consist of a new four-lane roadway that would transition back to two lanes at C Street. The intersection with A Street would be realigned and a new traffic signal would be installed there.

The City circulated Request for Proposal/Request for Qualifications for environmental consulting services to analyze the project's environmental impact first on March 2, 2021 and again on May 17, 2021. No proposals were received. Therefore, staff pursued alternate procurement method and directly solicited a proposal from Albert A. Webb Associates. Albert A. Webb Associates provided the City with a proposal on July 27, 2021. The proposal was reviewed, and scope of work refined, resulting in a revised cost proposal dated July 29, 2021, and incorporated in the attached professional service agreement as Exhibit A.

The Environmental Engineering Services proposal covers the technical analysis required under CEQA for a road widening project, including AB 52 Tribal Consultation Support and Vehicle Miles Traveled analysis, Initial Study/Mitigated Negative Declaration administrative screen checks, technical studies, CEQA noticing/public review coordination, final MND, and project management, for a total cost of \$116,999.

We anticipate start of the environmental phase by October 2021 and completion by August 2022.

BUDGET (or FISCAL) IMPACT:

There is adequate funding in CIP # S128 to cover the cost of these environmental engineering services. The project funding source is Transportation DIF.

Prepared by: Grace Alvarez, Special Projects Manager

REVIEWED BY:

City Attorney _____

Assistant City Manager _____

Finance Director ER

Attachment:

1. Vicinity Map
2. Contract Services Agreement with Albert A. Webb Associates
3. City of Perris CIP Sheet S128

Consent: Yes

Public Hearing:

Business Item:

Presentation:

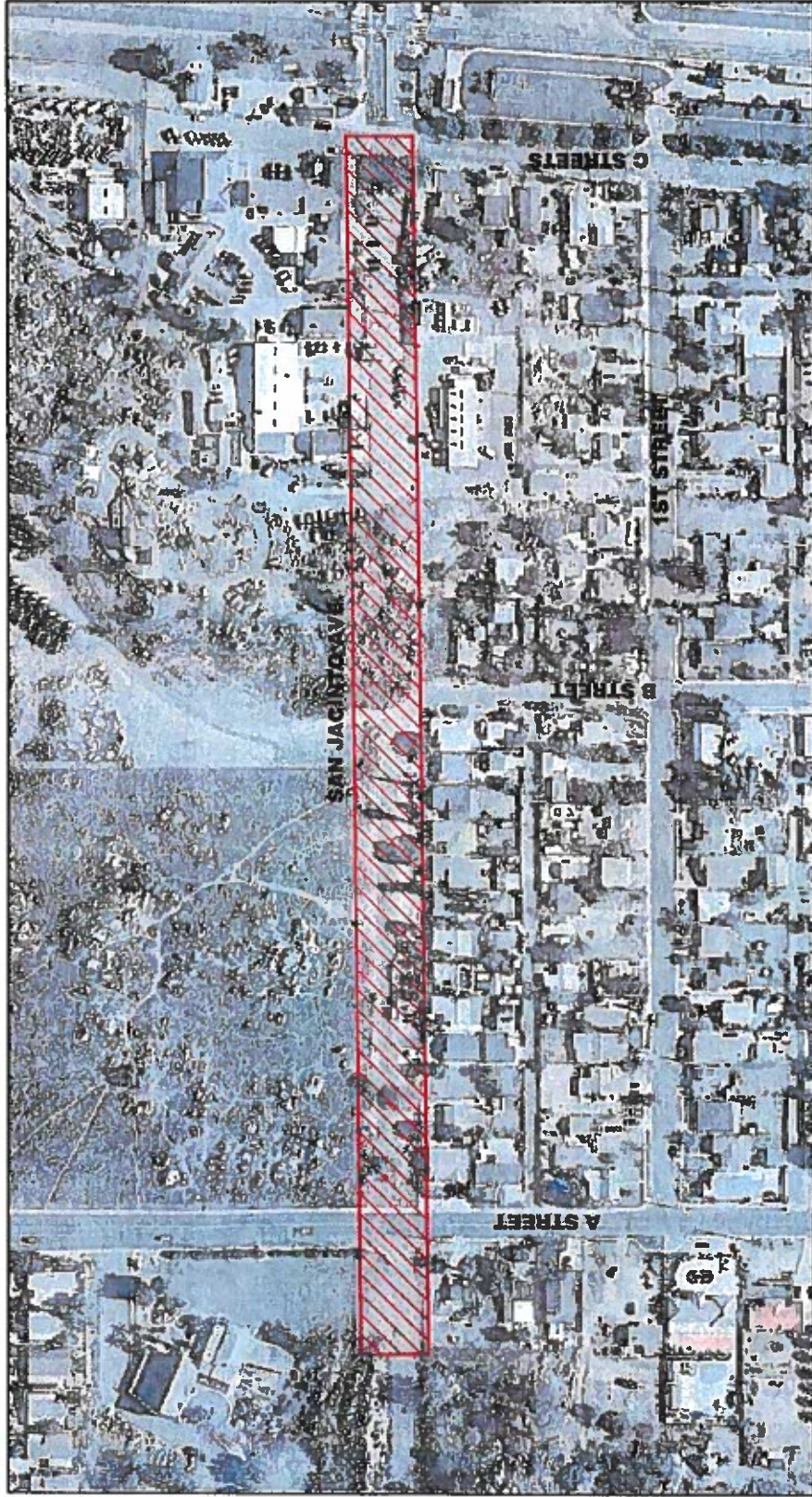
Other:

Attachment #1

Vicinity Map

SAN JACINTO AVE. CONNECTION

VICINITY MAP



TRI LAKE
CONSULTANTS, INC.
CITY ENGINEER
SC - DEC 04/13



LEGEND:
 PROJECT AREA
(A ST. TO C ST.)



Attachment #2

Contract Services Agreement with Albert A. Webb Associates

CITY OF PERRIS

CONTRACT SERVICES AGREEMENT FOR

San Jacinto Avenue Connectivity – Environmental Engineering Services

This Contract Services Agreement ("Agreement"), is made and entered into this 31st day of August, 2021, by and between the City of Perris, a municipal corporation ("City"), and Albert A. Webb Associates, a [California Corporation] ("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 Sixteen Thousand Nine Hundred Ninety Nine dollars (\$116,999.00) ("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 August 31, 2023.

4.0 COORDINATION OF WORK

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

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Consultant without the express written approval of City.

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

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

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

5.0 INSURANCE AND INDEMNIFICATION

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

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to

limits. Limits shall be no less than \$1,000,000.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

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

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

(d) Professional Liability or Error and Omissions Insurance. A policy of _____ 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 5.1 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 5.1 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 5.1.

5.2 Indemnification.

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

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

6.0 RECORDS AND REPORTS

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

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

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

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

7.0 ENFORCEMENT OF AGREEMENT

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

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

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

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

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

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

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

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

ATTEST: "CITY"
CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

By: _____
Clara Miramontes, City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Eric L. Dunn, City Attorney

"CONSULTANT"
ALBERT A. WEBB ASSOCIATES, a
California Corporation

By: _____
Signature

Stephanie Standerfer, Vice President
Print Name and Title

By: _____
Signature

Brian P. Kroll, COO
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
[Insert or Attach]

EXHIBIT "A" PROJECT UNDERSTANDING

Our understanding of the needs for this proposed development is as follows:

The City is planning to construct a new roadway to General Plan Bulldozer widths in order to connect A Street to C Street along San Jacinto Avenue.



Figure 1-Conceptual Site Plan

We understand the City will be preparing the conceptual engineering for the roadway project and will provide the necessary geotechnical analysis, hydrology and preliminary water quality management plan and survey work for the roadway design. WEBB will provide the hazardous waste database search for use in the CEQA document. The City will prepare all the civil engineering design and survey requirements in order to prepare a detailed Project Description for use in the CEQA document and associated technical studies.

WEBB will provide right of way needs utilizing a subconsultant which will identify the areas needed to be potentially acquired in the future so the project can be constructed by teaming with Epic Land Solutions, their scope and budget is included below.

Once the City, with WEBB's help, has identified the right of way needs as well as determines through the geotechnical analysis, to be prepared through the City, that the roadway alignment is buildable and able to be subjected to blasting, then WEBB will coordinate obtaining the necessary technical studies in support of a California Environmental Quality Act (CEQA) document.

EXHIBIT "B" SCOPE OF WORK

WEBB will perform the following Scope of Services for the subject Project:

CEQA Compliance Services

AB 52 Compliance

WEBB staff will coordinate with City staff while they prepare and deliver the AB 52 Consultation Letter(s). WEBB understands that the City will handle the AB 52 consultation meetings and provide WEBB with a summary/synopsis of issues discussed and decided upon with the Tribes. WEBB will help the city through the AB 52 Consultation process. The City shall provide a summary of the tribal consultations as well as provide the agreed-upon mitigation measures.

Initial Study/Mitigated Negative Declaration Administrative Screencheck

The City will provide the necessary CAD and Shapefile data to WEBB with the preliminary design information in order for a Project Description to be drafted by WEBB, but approved by the City. Once the Project Description has been reviewed and "authorized" by the City, WEBB, using the City's preferred format, will prepare an Initial Study (IS) in compliance with the requirements of the 2021 California Environmental Quality Act, California Public Resources Code Sections 21000 et seq., CEQA guidelines, Title 14, California Code of Regulations 15000 et seq., and the City of Perris' CEQA procedures.

The IS will include a discussion of each potential environmental effect in order to provide a clear understanding to the public and agency reviewers of the issue areas, which in turn will elicit more meaningful, focused comments from the reviewing entities. It is expected that none of the potential impacts identified in the technical analysis will warrant a finding of significance; we expect that the IS will support the preparation of a Mitigated Negative Declaration (MND). With the understanding of the City's processes such as what are typical conditions of approval and by relying on the technical analyses prepared by others, WEBB will propose mitigation measures to be included in the IS/MND as applicable. WEBB will submit the IS/MND to the City Staff/City's Third-Party Consultant for two rounds of administrative review and revisions, including meetings and/or conference calls as-needed.

IS/MND Public Review Document

Following completion of administrative review (assumes two rounds) by the City, WEBB will produce electronic copies of the final IS/MND for public review that incorporates City comments. WEBB will mail distribute only the Notice of Intent (NOI) to entities listed on the City's Agency and Local Distribution Lists and State Clearinghouse. Costs for this distribution will be billed on a time and material basis above the costs included below. The NOI will be distributed by WEBB via a proof-of-delivery method such as via Fed Ex. City staff will provide the distribution list for public review, as well as prepare and post the Notice of Intent (NOI) to the County Clerk and local newspaper. City staff will also post the IS/MND on the City Web site during the 30-day public review period.

Final Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program

WEBB anticipates that mitigation measures will be identified to reduce potential impacts to less than significant. Thus, a mitigation monitoring and reporting program (MMRP) will be required per Section 15097 of the State CEQA Guidelines. The MMRP will consist of a matrix that identifies, for each impact category (e.g., air quality, noise), mitigation measures, timing for implementation, the party responsible for implementation, and the method of reporting or monitoring to be used. WEBB will prepare a screencheck MMRP for City review and incorporate two (2) rounds of revisions.

WEBB will review and prepare responses to comments received during the 30-day public comment period and prepare the Final IS/MND incorporating response to comments, final MMRP and technical

appendices via electronic format. This task includes preparation of response from no more than 10 commenting agencies/individuals and/or 20 comments that require answers other than "comment noted."

WEBB will prepare the Notice of Determination (NOD) as required by Section 15094 of the State CEQA Guidelines on behalf of the City. WEBB will file the NOD with the Riverside County Clerk's office and State Clearinghouse. The required California Department of Fish and Wildlife Fees and County filing Fees will be invoiced as Expenses to the City.

CEQA Project Management, Coordination, and Public Hearings

Preparation of the IS/MND will require review and coordination with the City team and WEBB team throughout the one-year process to complete the CEQA document. This task will include maintaining a general CEQA Schedule including the technical studies. WEBB will attend one (1) public hearing with the Planning Commission related to the project. WEBB will be prepared to answer any questions and respond verbally to relevant comments related to the CEQA document raised during the public hearing meeting.

The amount of coordination between WEBB's environmental team with the City is not known at this time. Depending on the responsiveness of the City team, the amount of effort for coordination may be limited. For this reason, we will bill this Task as time and materials.

Technical Studies

Air Quality/Greenhouse Gas/Energy Analysis

WEBB will prepare an Air Quality/Greenhouse Gas (AQ/GHG) Analysis in accordance with the South Coast Air Quality Management District (SCAQMD) requirements for a single design of the project. The analysis will: 1) calculate emissions from construction activities using the SCAQMD's CalEEMod (version 2020.4.0) program; 2) prepare a regional significance threshold analysis as well as a localized significance threshold analysis using the LST Look Up Tables per SCAQMD requirements; 3) compare project construction emissions to the SCAQMD draft GHG thresholds; and 4) analyze model results and incorporate mitigation measures, as appropriate, into the computer model. The results will be summarized in a technical memorandum to be appended to the IS/MND and include project-related emissions, identification of potential impacts from the project, and recommend mitigation measures to reduce those impacts, as appropriate. WEBB will also calculate the energy consumption from both construction activities, Energy calculations will be presented in tables and included under separate cover. This scope includes revisions from one round of City comments that are editorial in nature

VMT Analysis & Average Daily Trip (ADT) Generation

It is anticipated that the Project will screen out from a full VMT analysis per the City of Perris TIA Guidelines for CEQA. The proposed roadway is identified in the City's General Plan, is less than one mile in length, consistent with the General Plan Circulation Element Roadway Classifications, and can accommodate multi-modal transportation.

- Prepare VMT screening memo per City of Perris requirements.

Since a Traffic Impact Analysis will not be required by the City for this project, we have removed that scope from this proposal. However, the generation of ADTs is still needed in order to support the air quality and noise analyses. Therefore, we have included the follow two tasks to support that work:

- Collect 24-hour traffic counts at San Jacinto/A Street and San Jacinto/C Street for use in determining roadway volumes on San Jacinto Avenue for existing condition volumes.
- Utilize the City's Adopted General Plan Circulation Element for future year volumes (year 2030).

NOTE: This scope does not anticipate the need for a full VMT analysis. If it is determined that a full VMT analysis is needed, a separate budget will be prepared.

Noise Impact Analysis

WEBB will team with Entech to provide the noise study for the project.

The City of Perris is proposal to construct a new roadway that would connect A street to C street. The new street, San Jacinto Avenue, is proposed as a local street to support circulation within the project area. The project is required to undergo CEQA review to evaluate operational and construction noise impacts from the new roadway. It is anticipated that the project will bring traffic closer to residential single-family homes that will abut the new roadway. In addition, construction of the new roadway will include blasting through the hill along the alignment of San Jacinto Avenue. A CEQA noise study is required to evaluate the project and to and Noise Element of the General Plan.

Noise Scope of Work

New proposed San Jacinto Avenue roadway has the potential to change noise levels in areas that are sensitive to changes in noise levels. Projects of this type are required to undergo CEQA review to identify the environmental impacts of the project and determine whether identified impacts are significant. Impacts will be considered significant if the noise level exceeds the Land Use Compatibility Criteria for the adjacent land use category as established in the City of Perris General Plan Noise Element or exceeds the noise standards within the City of Perris Noise Municipal Code.

Conduct On-Site Monitoring of Sensitive Receptors

Entech Consulting Group will conduct a reconnaissance of the project area to determine sensitive land use categories. Residential land uses adjacent to the new San Jacinto Avenue between A and C streets have been identified in the project area. Field measurements will be performed at these sensitive land uses to determine the existing noise environment by taking and up to three (3) short-term measurements during the noisiest hour (during free-flowing traffic conditions with the highest volume), which typically occurs between 10 am and 2 pm. Measurements will be conducted utilizing a Type 1 noise meter and in accordance with generally acceptable environmental noise standards for field measurement as defined by the Caltrans Technical Noise Supplement Manual (September, 2013).

Predictive Noise Modeling

Entech Consulting Group will conduct noise modeling to predict current, future no-build and build alternatives using the appropriate noise predictive model TNM 2.5 (Traffic Noise Model) at sensitive land uses. Prediction is based on inputs such as projected traffic volume (average daily traffic), traffic mix (percentage of truck traffic), topography, and distance of the project from the receivers. Predicted noise impacts will be presented for the future build condition and compared to the land use compatibility criteria for the associated land use category.

Construction Noise

Construction blasting, earthmoving and other activities are anticipated during construction of the project. Entech Consulting Group will perform a construction noise analysis to predict construction noise levels from the project site to demonstrate compliance with the noise ordinance.

General Biological Habitat Assessment/MSHCP Compliance Report

WEBB will team with Ecorp to provide the biological analysis needed to support the CEQA document for the project.

MSHCP General Biological Resources Habitat Assessment/Compliance Analysis

A Habitat Assessment and General Biological Resources study will be conducted for the Project site. This study and report consistent with guidelines set forth in the County of Riverside guidelines for biological studies (<http://rctdma.org/Portals/1/EPD/consultant/BiologicalPoliciesProcedures.pdf>) and the Western Riverside-MSHCP. The habitat assessment will include a one-day field visit performed by a biologist to characterize the habitats and describe the current conditions on the Project site. The Project site will be assessed as prescribed for properties that are not designated for conservation in the WR-MSHCP. Any potentially regulated resources including vernal pools, ephemeral channels, streambed and banks, and any associated riparian or riverine features will be identified. Based on our review of aerial photos of the area we do not anticipate finding any of these regulated resources within the current project footprint and assume that project staging and grading can be completed and avoid impacts to these resources.

If any sensitive biological resources are found within the project area, its location will be recorded, and the resource will be discussed in the technical report. The plant and animal species lists will be developed based on observations made during the site visit.

According to the RCA MSHCP Information Map, the following studies may be required if suitable habitat for the species exists:

Burrowing Owl Survey

Surveys for the burrowing owl may need to be conducted as part of the environmental review process, because suitable habitat may be identified within the project area. Our preliminary review indicates that the need for this survey is highly likely. Surveys will be conducted in accordance to the guidelines specified by the County to demonstrate consistency with specific conservation requirements of the MSHCP as identified in species-specific objectives. Burrowing owl surveys will be conducted by a biologist knowledgeable in burrowing owl habitat, ecology, and field identification of the species and burrowing owl sign. The budget allows for a sequence of four surveys and that the results will be reported as a separate document.

Cultural Resources/Paleontology

WEBB will team with South Environmental to provide the cultural resources analysis needed to support the CEQA document for the project.

Records Search

South Environmental will request a California Historical Resources Information Systems (CHRIS) records search of the project site and a one-mile radius from the Eastern Information Center (EIC), which houses cultural resource records for Riverside County. The purpose of the records search is to identify any previously recorded cultural resources; review historical maps of the Project area; review the Archaeological Determinations of Eligibility lists; and gather information on ethnographies. In addition, South Environmental will review the lists for the National Register of Historic Places (NRHP), the California Register of Historical Resources (CRHR), the Built Environment Resources Directory (BERD), and the lists of California State Historical Landmarks, and California Points of Historical Interest. We assume the direct

costs associated with the records search will not exceed \$800. We understand that the EIC is still experiencing records search delays up to 2 months.

Native American Coordination

South Environmental will contact the California Native American Heritage Commission (NAHC) for a review of their Sacred Lands File. The NAHC will determine if any NAHC-listed Native American sacred lands are located within or adjacent to the project area. In addition, the NAHC will provide a list of Native American contacts for the project who should be contacted for additional information. South Environmental will prepare and email a letter to each of the NAHC-listed contacts, requesting that they contact us if they know of any Native American cultural resources within or immediately adjacent to the project area. This Native American coordination process is for project informational purposes only and does not constitute compliance with Assembly Bill (AB) 52. However, South Environmental has included time to assist the City with its AB52 obligations, including preparation of consultation letters, if requested. No in-person meetings with tribes/groups are included in this scope of work.

Cultural Resources Survey

Upon receipt of the records search results, South Environmental will conduct an intensive-level pedestrian survey of the project site, focusing on areas with exposed ground surface. We assume that the survey will be negative for archaeological resources (i.e., no newly discovered archaeological resources will be encountered, and no previously recorded resources will require updates). No artifacts, samples, or specimens will be collected during the survey. Should any resources be encountered during the survey requiring recordation or collecting, we will work with you to augment this scope of work and associated costs. We further assume that a Native American monitor is not required during the survey.

We assume there will be no impacts to the adjacent homes on San Jacinto Avenue and that no built environment survey or analysis is required as part of this scope of work.

Paleontology Records Search

South Environmental will contact the Western Science Center in Hemet to conduct a paleontology records search of the proposed project area. The results will contain a map and letter indicating paleontological sensitivity and any known fossil localities within the proposed project area. No additional paleontological analysis will be conducted as part of this scope of work. We assume a direct cost of \$150 for the records search.

Cultural Resources Technical Report

South Environmental will prepare a cultural resources technical report that will summarize the results of the records search, Native American coordination, and survey and research methodologies. The report will discuss the proposed project description, regulatory framework, all sources consulted, research and field methodology, and recommendations for appropriate management. The report will also analyze the proposed project's potential to impact historical, archaeological, and tribal cultural resources under CEQA and will provide mitigation measures as appropriate. We assume no more than one draft and one final version of the report will be required.

EXHIBIT "B"
SPECIAL REQUIREMENTS

None

EXHIBIT "C"
SCHEDULE OF COMPENSATION
[Insert or Attach]

EXHIBIT "C" COMPENSATION FOR SERVICES

Total fees for services shown in the Scope of Work (Exhibit "B") shall not exceed **\$116,999**, without prior authorization from client. A conceptual breakdown of our fees is listed below.

Total fees for services shown in the Scope of Work (Exhibit "B") excluding Project Management and Coordination (\$15,106) shall be provided on a lump sum basis for a total fee of **\$101,893**. Charges for services will be billed monthly on a percent complete basis. A breakdown of our fees is provided below.

We propose to provide Project Management and Coordination services for the project as detailed in Exhibit "B" for an initial Time & Material fee of **\$15,106** to be billed monthly on a time & materials basis in accordance with the attached fee schedule.

Environmental Services

CEQA Compliance Services

Initial Study/Mitigated Negative Declaration (2 Screenchecks)	\$40,132
CEQA Noticing/Public Review coordination	\$4,108
Final MND (Includes NOD CDFW Filing Fees)	\$16,124
Project Management, Coordination & Public Hearings (T&M)	\$15,106
Subtotal	\$75,470

Technical Studies

Air Quality/Greenhouse Gas Analysis/Energy	\$4,238
Traffic Counts and VMT Analysis	\$5,414
Noise Study	\$11,315
MSHCP Compliance Report /Burrowing Owl Surveys	\$13,794
Cultural Resources/Paleontology	\$6,768
Subtotal	\$41,529

Environmental Services Total

\$116,999

Charges for printing, copying, mileage, postage, outside services, fees, or other services not specifically listed in the scope of work (Reimbursable Expenses), will be billed on a time and material basis, in accordance with our Schedule of Fees. Project review and/or filing fees are not included in this contract, and shall be paid by the client directly to the appropriate governmental agency.

Note that three (3) invoices may be generated for this project each month, one for lump sum services, one for time and material services, and one for reimbursable expenses.

Costs for custom invoicing, if desired by the client shall be negotiated prior to commencement of work. All invoices shall be due and payable upon receipt. If invoices remain unpaid after 30 days, consultant shall cease work on the project, and interest of 1.5% per month on unpaid balance will be charged.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE
[Insert or Attach]

**Exhibit D
General CEQA Schedule
San Jacinto Avenue Connectivity Project**

Task	Estimate Duration	Notes
Biological Studies	3 months	Overlapping Tasks
Cultural Resources Study	3.5 months	
AQ/GHG/Energy Modeling	2 months	
City AB 52 Process	3 months	City to control – needs to be done before SC2 finalized
Initial Study/MND SC 1	3 months	Sequential Tasks
City Review of IS/MND & Tech Studies	1 month	
IS/MND SC 2	2 weeks	
City Review of SC 2 IS/MND	2 weeks	
Public Review of IS/MND	30 days	
Response to Comments/Final MND	1.5 months	
City review of Final MND	1 month	
City takes Final MND to City Council for Adoption	1 month	



ADDITIONAL REMARKS SCHEDULE

AGENCY HUB International Insurance Services Inc.		License # 0767776	NAMED INSURED Albert A. Webb Associates 3788 McCray Street Riverside, CA 92506
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
 cancellation date, except in the event the cancellation is due to non-payment of premium, in which case Hub will provide to such certificate holder notice of such cancellation within ten (10) days of the cancellation date.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. if, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

pplies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- I. How, when and where the "occurrence" or offense took place;
 - II. The names and addresses of any injured persons and witnesses; and
 - III. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- I. Immediately record the specifics of the claim or "suit" and the date received; and
 - II. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <ul style="list-style-type: none">A. Non-Owned Watercraft – 75 Feet Long Or LessB. Who Is An Insured – Unnamed SubsidiariesC. Who Is An Insured – Retired Partners, Members, Directors And EmployeesD. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And EmployeesE. Who Is An Insured – Newly Acquired Or Formed Limited Liability CompaniesF. Blanket Additional Insured – Controlling InterestG. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers | <ul style="list-style-type: none">H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To PremisesI. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To OperationsJ. Incidental Medical MalpracticeK. Medical Payments – Increased LimitL. Amendment Of Excess Insurance Condition – Professional LiabilityM. Blanket Waiver Of Subrogation – When Required By Written Contract Or AgreementN. Contractual Liability – Railroads |
|--|--|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

- (2) A watercraft you do not own that is:
 - (a) 75 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of SECTION II – WHO IS AN INSURED:

- e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to SECTION II – WHO IS AN INSURED:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

COMMERCIAL GENERAL LIABILITY

b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily Injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal Injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that has financial control of you is an Insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

COMMERCIAL GENERAL LIABILITY

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to SECTION II – WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to SECTION II – WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph b. of the definition of "occurrence" in the DEFINITIONS Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the DEFINITIONS Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of SECTION III – LIMITS OF INSURANCE:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

COMMERCIAL GENERAL LIABILITY

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

Attachment #3

City of Perris CIP Sheet #S128



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: August 31, 2021

SUBJECT: Perris Boulevard Corridor Safety Improvements (from Ramona Expressway to 4th Street) Project, Federal Aid Project No. HSIPL-5198(021)

REQUESTED ACTIONS: Approve the plans and specifications for Perris Boulevard Corridor Safety Improvements (Ramona Expressway to 4th Street); Award the Construction Contract to Elecnor Belco, Inc. in the amount of \$740,064; approve 10% of the bid amount for construction contingency; approve 10% of the bid amount for soft costs; reject all other bids; and authorize the City Manager to execute the construction contract

CONTACT: Stuart E. McKibbin, Contract City Engineer

BACKGROUND/DISCUSSION:

The Perris Boulevard Corridor Safety Improvements Project will improve traffic safety, reduce congestion, improve air quality, and improve the overall safety for motorists and pedestrians. The project includes modifications to 17 existing traffic signal covering a 4.34-mile segment of Perris Boulevard that is mostly developed and mixed commercial, industrial, and residential uses. The modifications include traffic signal interconnection, updates of signal and pedestrian crossing timing to be consistent with current standards and improve pedestrian safety, installation of audible detection for pedestrian crossings, and an upgrade to ramps and median to satisfy ADA requirements. Finally, a workstation and software system will be installed at city hall to coordinate and manage the signals individually or as a group in real time. The software system will be accessible either from within the City network or remotely.

Staff advertised this project from July 9, 2021 to August 12, 2021, utilizing the electronic bidding platform Active Bidder and in two papers of local circulation. Ten contractors submitted bids. The range was from \$719,000 to \$1,157,057. The apparent low bidder Alfaro Communications Construction, Inc. requested to withdraw their bid due to a numerical mistake on one of the bid items. Staff agreed that the bid for the line item was clearly a mistake and unbalanced from the other bidders, and it is in the City's best interest to release Alfaro Communications Construction and return their bid bond.

The next lowest responsible bidder is Elecnor Belco Electric, Inc. (Belco), of Chino at \$740,264. Belco has performed many similar projects throughout Southern California, has been a sub-contractor on several city projects, are familiar with Caltrans reporting requirements and are well qualified for the work.

The City will be reimbursed up to \$850,200 for construction costs through Caltrans Highway Safety Improvement Program Cycle 9.

BUDGET (or FISCAL) IMPACT:

Construction funding in the amount of up to \$850,200 will be reimbursed through Caltrans Highway Safety Improvement Program (HSIP), Cycle 9 grant award. Adequate funds have been previously allocated to CIP # S116 to cover construction management/construction support.

Prepared by: Stuart E. McKibbin, Contract City Engineer

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Finance Director ER

Attachment:

1. Project Vicinity Map
2. Bid Summary
3. Budget Sheet S116

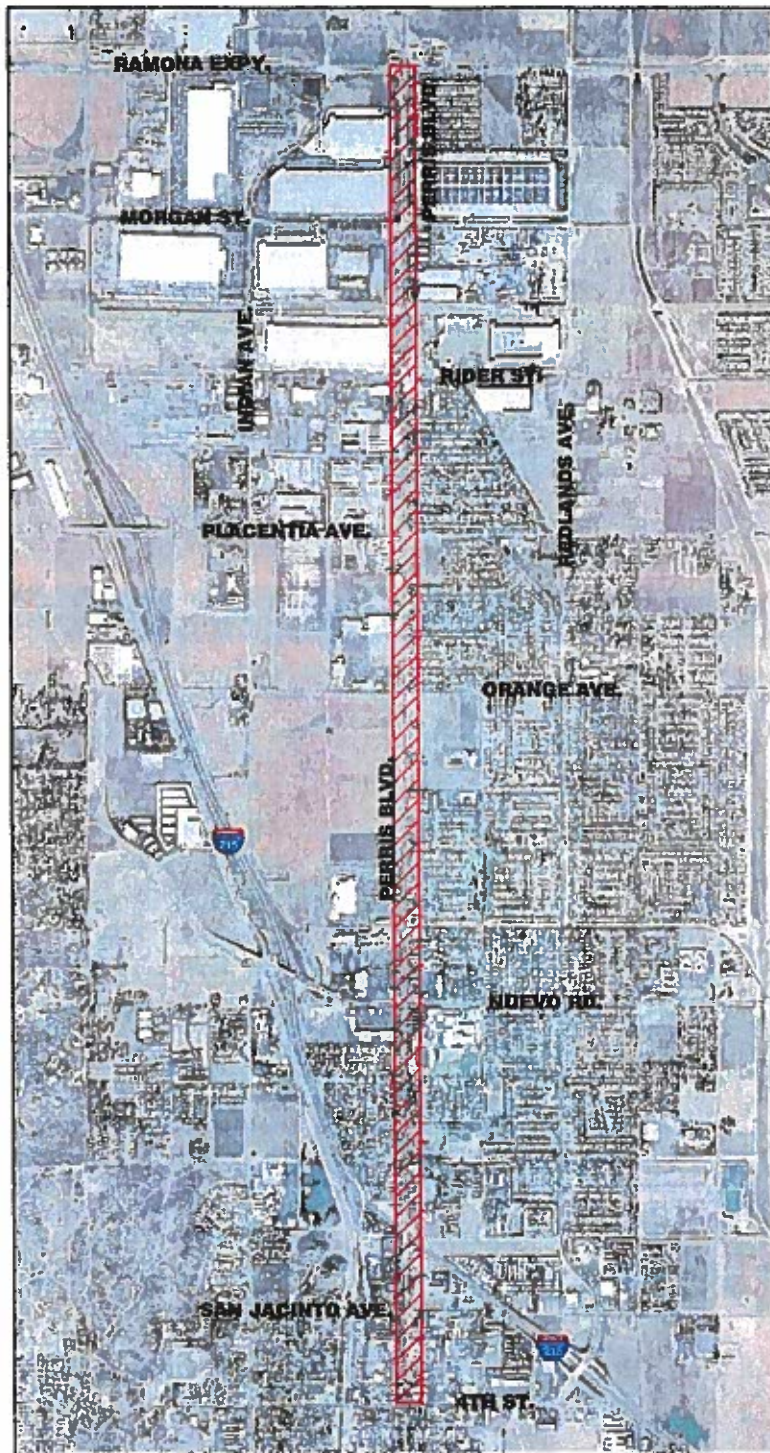
Consent: Yes
Public Hearing:
Business Item:
Presentation:
Other:

Attachment #1

Project Vicinity Map

PERRIS BLVD. - CORRIDOR SAFETY IMPROVEMENTS

VICINITY MAP



TRI LAKE
CONSULTANTS, INC.
CITY ENGINEER
S.C. 04/19/21

LEGEND:



PROJECT AREA
(RAMONA EXPY. TO 4TH ST.)



Attachment #2

Bid Summary

HSIP Perris Boulevard Corridor Safety Improvements Project

Post Date: 07/09/2021 12:55 PDT

Due Date: 08/12/2021 before 14:00 PDT

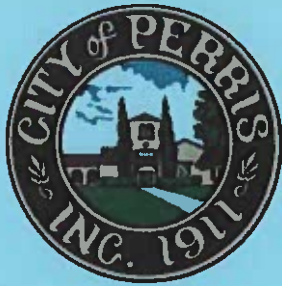
Estimated Value: \$725,000

Results / 10 total

#	Name	Company	Address	Phone	Amount	Submitted	Status
1	Daaifi, Haidi	Alfaro Communications Construction, Inc.	15614 S. Atlantic Avenue COMPTON, California 90211	310-669-8949	\$719,000	08/12/2021 15:16:02	Apparent Low Bidder
2	Wong, John	Elecnor Belco Electric, Inc.	14320 Albers Way Chino, CA 91710	(909) 993-5470	\$740,264	08/12/2021 15:45:57	
3	Paquette, Robert	Siemens Mobility, Inc.	2250 Business Way Riverside, CA 92501	(951) 784-6600	\$787,900	08/12/2021 15:40:00	
4	Reinsimar, Tiffany	International Line Builder's, Inc. DBA ILB Electric	3955 Temescal Canyon Road CORONA, California 92883	9516822982	\$797,314	08/12/2021 14:55:34	
5	Heermance, Andrea	Crosstown Electrical & Data, Inc.	5454 Diaz St Irwindale, CA 91706	626-813-6693	\$818,145	08/12/2021 15:57:11	
6	Nguyen, Van	California Professional Engineering, Inc.	19062 San Jose Ave La Puente, CA 91748	626-810-1338	\$835,704	08/12/2021 15:57:38	
7	Armogada, Maria	Calpromax Engineering, Inc.	650 N. Rose Dr. #186 Placentia, CA 92870	714-573-4599	\$867,300	08/12/2021 15:02:38	
8	Perry, James C.	DBX, Inc.	42024 Avenida Alvarado A Temecula, CA 92590	951-296-9909	\$1,060,762	08/12/2021 15:35:22	
9	Loera, Adrian	JFL Electric, Inc	8257 Compton Avenue Los Angeles, CA 90001	323-581-4400	\$1,155,589	08/12/2021 15:59:20	
10	McRae, Elizabeth	PTM General Engineering Service Inc.	5942 Acorn St Riverside, CA 92504	9517101000	\$1,157,057	08/12/2021 15:40:46	

Attachment #3

Budget Sheet S116



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: August 31, 2021

SUBJECT: Consider Approval of Purchase and Sale Agreement for the Acquisition of a Public Utility Easement for the Widening of Redlands Avenue

REQUESTED ACTION: That the City Council approve the terms and conditions of the Purchase and Sale Agreement by and between City of Perris and Ramona & Redlands, LLC (“R&R”), authorizing the City to acquire a public utility easement in the property located on the northwest corner of Ramona Expressway and Redlands Avenue (APN 302-130-041); and

That the City Council authorize the City Manager to execute the same in a form approved by the City Attorney.

CONTACT: Eric Dunn, City Attorney

BACKGROUND/DISCUSSION:

The Project

The City of Perris (“City”) is improving and expanding Redlands Avenue between Ramona Expressway and Morgan Street, which includes rehabilitating existing pavement and re-striping (the “Project”). The Project will improve traffic safety and emergency vehicle response times. As set forth below, the attached Purchase and Sale Agreement presented for City Council consideration helps to implement the Project.

Proposed Acquisition & R&R Purchase and Sale Agreement

The City commenced the process of acquiring, through the lawful exercise of its power of eminent domain, a public utility easement (“Easement”) in a portion of a certain property located on the northwest corner of Ramona Expressway and Redlands Avenue, APN 302-130-041 (“Property”), which will be necessary for completion of the Project. To that end, the City commissioned and obtained an appraisal of the Easement.

Thereafter, the City sent an offer pursuant to Government Code § 7267.2 to the affected property owner, Ramona & Redlands, LLC (“R&R”). Following negotiations with R&R, the City has reached settlement with R&R for \$25,000 for the Easement, plus the property owner’s attorneys’ fees not-to-exceed \$2,500.

R&R agreed to the City's acquisition of the Easement by grant deed. This Easement covers an approximately 1,755 square foot strip of land along Redlands Avenue.

Staff requests that City Council approve the Purchase and Sale Agreement for the amount stated above and authorize the City Manager to sign the Purchase and Sale Agreement and all other reasonably necessary documents that do not require the Mayor's signature.

BUDGET (or FISCAL) IMPACT: The cost of acquisition of right of way and construction of the Project will be funded by TUMF and local transportation funds.

Prepared by: Nick Papajohn, Deputy City Attorney

REVIEWED BY:

City Attorney X
Assistant City Manager _____
Finance Director ER

Attachments:

1. Purchase and Sale Agreement with Ramona & Redlands, LLC
2. Vicinity Map

Consent: X
Public Hearing:
Business Item:
Presentation:
Other:

ATTACHMENT 1

Purchase and Sale Agreement with Ramona & Redlands, LLC

**PURCHASE AND SALE AGREEMENT
FOR PUBLIC UTILITY EASEMENT**

This PURCHASE AND SALE AGREEMENT FOR PUBLIC UTILITY EASEMENT (“**Agreement**”) is made this _____ day of _____, 2021 (“**Agreement Date**”) by and between the CITY OF PERRIS, a municipal corporation (“**Buyer**”) and RAMONA & REDLANDS, LLC, a California limited liability company (collectively “**Seller**”).

RECITALS

A. Seller is the fee owner of that certain real property located at the northwest corner of Ramona Expressway and Redlands Avenue, in the City of Perris, County of Riverside, State of California, with Assessor’s Parcel Number 302-130-041 (“**Property**”).

B. Buyer desires to acquire an exclusive public utility easement to that portion of the Property (“**Easement**”) as specified in the Grant of Public Utility Easement attached as Exhibit A (“**Easement Grant**”).

C. Seller is willing to sell the Easement to Buyer under the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties mutually agree as follows:

TERMS AND CONDITIONS

1. INCORPORATION OF RECITALS; EFFECTIVE DATE.

1.1 Recitals. The Recitals are an integral part of this Agreement and incorporated herein.

1.2 Effective Date. This Agreement shall be effective upon execution of this Agreement by City after its review, consideration, and approval by City Council (“**Effective Date**”). Prior to the City Council meeting where this Agreement is on the City Council agenda, Seller shall deliver three (3) executed copies of this Agreement to City.

2. PURCHASE AND SALE OF EASEMENT. Buyer hereby agrees to purchase from Seller, and Seller agrees to sell to Buyer, the Easement pursuant to the Easement Grant. As of the Closing, Buyer accepts the Easement AS-IS.

3. PURCHASE PRICE.

3.1 Purchase Price. The purchase price for the Easement is Twenty Five Thousand Dollars (\$25,000.00) (“**Purchase Price**”). Buyer shall pay the Purchase Price to Seller in accordance with Section 3.2.

3.2 Payment. Contemporaneously upon Seller’s delivery of a recording-ready Easement Grant to Buyer, Buyer shall promptly deliver to Seller a check in the amount of the Purchase Price

payable to Ramona & Redlands, LLC.

4. NO ESCROW; CLOSING; TITLE POLICY.

4.1 No Escrow. No Escrow shall be required under this Agreement.

4.2 Closing.

(a) Delivery of Easement Grant. Within two (2) days of the Effective Date, Seller shall execute, acknowledge and deliver the Easement Grant to Buyer.

(b) Recordation. Promptly upon Buyer's receipt of the originally executed Easement Grant, Buyer shall execute a Certificate of Acceptance and attach it to the Easement Grant and promptly deliver it to the Recorder for the County of Riverside for recordation.

(c) Closing. This transaction shall be deemed closed upon payment made to Seller in accordance with Section 3.2. Buyer shall provide a copy of the recorded Easement Grant to Seller at this time.

(d) Cooperation. Seller agrees to cooperate with Buyer, at no additional cost to Buyer, in the event the Buyer requires any additional assistance from Seller to record the Easement Grant.

4.3 Costs. Buyer shall pay the recording fees, if any, and Seller's attorneys' fees not to exceed \$2,500. Payment of Seller's attorneys' fees shall be made at the same time as payment of the Purchase Price.

5. SELLER'S REPRESENTATIONS AND WARRANTIES. As of the Effective Date, Seller represents and warrants to Buyer that (i) it owns the Property free and clear of any and all liens or encumbrances or, if there is a lien, covenants to obtain a subordination agreement to be recorded prior to the recordation of the Easement Grant; (ii) that there are no conflicting easements over the Easement Area; and (iii) has full authority to execute the Easement Grant which, upon recordation, will be binding on the Property. This section shall survive Closing and recordation of the Easement Grant.

6. MISCELLANEOUS.

6.1 Further Compensation. Seller and Buyer acknowledge and agree that this Agreement is in lieu of Buyer exercising its power of eminent domain to acquire the Easement. Seller hereby acknowledges that the Purchase Price and terms of this Agreement constitute full and just compensation for the Easement and any and all claims in connection with Buyer's acquisition of the Easement, including, but not limited to, compensation for loss of goodwill, business value, severance damages, pre-condemnation and inverse condemnation damages, delay damages, lost rent, improvements pertaining to the realty, fixtures and equipment, relocation benefits pursuant to 42 U.S.C. § 4601, *et seq.*, or the California Relocation Assistance Law, California Government Code § 7260 *et seq.*, any regulations promulgated pursuant thereto, interest, attorneys' fees, expert's fees, litigation expenses and court costs recoverable pursuant to Code of Civil Procedure § 1268.710, and revenue, if any, that Seller may have arising out of the

Buyer's acquisition of the Easement. Seller hereby waives any rights to additional compensation for the Easement other than the compensation set forth herein.

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

6.3 Notices. All notices shall be in writing and delivered personally, by overnight air courier service, by facsimile transmission or email, or by U.S. certified mail, return receipt requested, postage prepaid, to the parties at their respective addresses set forth herein, and the same shall be effective upon receipt if delivered personally, one (1) business day after depositing with an overnight air courier, or two (2) business days after depositing in the mail.

Buyer: City of Perris
101 N. D Street
Perris, CA 92570
Attn: Judy Haughney, Assistant City Clerk

With copy to: Aleshire & Wynder, LLP
18881 Von Karman Ave., Ste 1700
Irvine, CA 92612
Attn: Nick Papajohn, Deputy City Attorney

Seller: Ramona & Redlands, LLC
Parto Famouri
3808 E. Longridge Dr.
Orange, CA 92867

With copy to: Stone LLP
20750 Ventura Blvd., Ste 220
Woodland Hills, CA 91364
Attn: Elliott H. Stone, Esq.
ehstone@stonellp.com

6.4 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neutral gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

6.5 No Waiver. No delay or omission by either party hereto in exercising any right or power accruing upon the compliance or failure of performance by the other party under the

provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions.

6.6 Amendment. The Agreement may only be modified or amended by a written document executed by both parties.

6.7 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.8 Merger of Prior Agreements and Understandings. This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated by this Agreement and all prior to contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

6.9 Time of Essence. Time is of the essence of this Agreement.

6.10 Execution in Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on both parties, notwithstanding that both parties are not signatories to the original or the same counterpart.

6.11 Attorney's Fees. In the event any action or suit is brought by a party hereto against another party hereunder by reason of any breach of this Agreement, the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees and related costs.

6.12 Incorporation of Exhibits. Exhibit A hereto is incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

SELLER:

RAMONA & REDLANDS, LLC, a
California limited liability company

By: _____
Parto Famouri, Managing Member

BUYER:

CITY OF PERRIS, a municipal
corporation

By: _____
Clara Miramontes
City Manager

_____, 2021

ATTEST:

Nancy Salazar, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Nicolas D. Papajohn, Attorney for
the City of Perris

EXHIBIT A

GRANT DEED OF PUBLIC UTILITY EASEMENT

FREE RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

City of Perris
101 North D Street
Attn: Judy Haughney, Assistant City Clerk

(Space Above This Line for Recorder's Office Use Only)
(Exempt from Recording Fee per Gov. Code § 27383)

GRANT DEED OF PUBLIC UTILITY EASEMENT

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, RAMONA & REDLANDS, LLC, a California limited liability company ("Grantor"), hereby grant(s) to the CITY OF PERRIS, a municipal corporation and general law city ("Grantee"), a public utility easement in that certain portion of the real property located at the at the northwest corner of Ramona Expressway and Redlands Avenue, in the City of Perris, County of Riverside, California, which is referred to as Assessor's Parcel Number ("APN") 302-130-041, that is identified and described in the legal description attached hereto and incorporated herein as Exhibit "A" and depicted on the map attached hereto and incorporated herein as Exhibit "B."

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers or agents hereunto as of the date first above written.

"GRANTOR":

**RAMONA & REDLANDS, LLC, a
California limited liability company**

Date: _____

By: _____
Parto Famouri, Managing Member

**CERTIFICATE OF ACCEPTANCE OF
GRANT OF PUBLIC UTILITY EASEMENT**

Pursuant to Government Code Section 27281, this is to certify that the easement interest conveyed by RAMONA & REDLANDS, LLC, a California limited liability company, by that certain Grant of Public Utility Easement ("**Grant of Easement**") to the CITY OF PERRIS, a municipal corporation ("**City**"), is hereby accepted by the undersigned and duly authorized officer and agent of the City who hereby consents to the recording of the Grant of Easement.

Executed in Perris, California on _____, 2021.

"City"

CITY OF PERRIS,
a municipal corporation

By: _____
Clara Miramontes
City Manager

EXHIBIT "A"
A.P.N. 302-130-041
OFFER OF DEDICATION
STREET & PUBLIC UTILITY EASEMENT
LEGAL DESCRIPTION

THE EASTERLY 13.00 FEET OF THE NORTHERLY 135.00 FEET OF LOT 8 OF BLOCK 12 OF RIVERSIDE TRACT PER MAP RECORDED IN BOOK 14, PAGE 668 OF MAPS, SAN DIEGO COUNTY RECORDS, LYING WESTERLY OF THE WESTERLY RIGHT OF WAY LINE OF REDLANDS AVENUE (30.00 FEET IN WESTERLY HALF WIDTH), LYING WITHIN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, IN SECTION 5, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN.

CONTAINING 1755 SQUARE FEET, MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.
PREPARED UNDER MY SUPERVISION



MICHAEL E. JOHNSON, L.S. 7673

7/14/20

DATE

PREPARED BY: ZB
CHECKED BY: mf

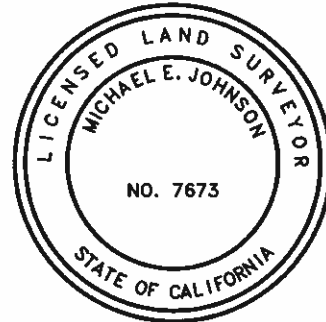
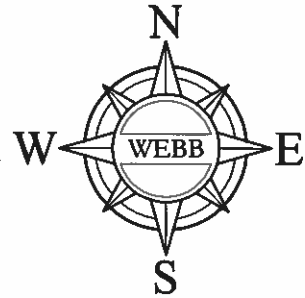


EXHIBIT "B"
OFFER OF DEDICATION
STREET & PUBLIC UTILITIES EASEMENT



C/L PERRY STREET

LOT 1
BLOCK 12 OF THE
RIVERSIDE TRACT
MB 14/668
SAN DIEGO CO.

NORTHERLY
LINE OF
LOT 8

N0°34'31"E 135.00'

OFFER OF DEDICATION
1,755 SF

135'

13'

43'

S0°34'31"W 135.00'

50'

30' 20"

EASTERLY
LINE OF
LOT 8

LOT 8
BLOCK 12 OF THE
RIVERSIDE TRACT
MB 14/668
SAN DIEGO CO.

C/L REDLANDS AVENUE

RS 129/85-93



7/14/20

1" = 100'



SEC. 5, T4S, R3W, SBM

ALBERT A.
WEBB
ASSOCIATES

CITY OF PERRIS

G:\2016\16-0160\Drawings\Mapping\Legals & Plats\DEDICATION\16-0160 SCE ESMT.DWG 7/14/2020 3:20 PM

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT.
ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O.
16-0160

SCALE: 1"=100'

DRWN BY RC
CHKD BY DJA

DATE 4-7-20
DATE 4-7-20

APN 302-130-041

ATTACHMENT 2

Vicinity Map

VICINITY MAP
SHOWING LOCATION OF APN 302-130-041





CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: August 31, 2021

SUBJECT: Approval of an amendment to the legal services agreement with Aleshire & Wynder, LLP

REQUESTED ACTION: That the City Council consider an amendment to the legal services agreement with Aleshire & Wynder, LLP, and if approved, authorize the City Manager to execute the amendment.

CONTACT: Clara Miramontes, City Manager

BACKGROUND/DISCUSSION:

On June 11, 2019, the City Council approved Amendment No. 4 adjusting the rates for legal services provided by Aleshire & Wynder, LLP ("Agreement"). The 2019 Amendment provided that no further requests for adjustments would be made until at least 2022. The City Attorney has requested a rate adjustment to compensate for the effects of inflation and rising business costs that compound over time, and to ensure retention of skilled attorneys. The adjustment would be effective commencing January 1, 2022, and there would be no further requests for adjustments until at least 2025.

BUDGET (or FISCAL) IMPACT: The ultimate fiscal impact will depend on the number of hours of legal services required by the City. The current budget is not expected to change as a result of the proposed amendment.

Prepared by: Eric Dunn, City Attorney

REVIEWED BY:

City Attorney n/a
 Assistant City Manager _____
 Finance Director ER

Attachments: Fee Agreement Amendment No. 5.

Public Hearing:
Business Item:
Presentation:
Other:

ATTACHMENT 1

Fee Agreement Amendment No. 5

CITY OF PERRIS

AMENDMENT NO. 5 TO FEE AGREEMENT

THIS AMENDMENT NO. 5 TO FEE AGREEMENT (herein "Amendment") is entered into this 31st day of August, 2021, by and between the CITY OF PERRIS, a municipal corporation ("City"), and the law firm of ALESHIRE & WYNDER, LLP ("A&W").

NOW, THEREFORE, the parties hereto agree as follows:

1. City and A&W entered into that certain Fee Agreement dated on or about February 11, 2003 for the provision of legal services to the City, the Perris Redevelopment Agency, the Perris Public Utility Authority, and all boards, commissions, and other bodies of the City, as amended from time to time (collectively, the "Agreement"). City and A&W desire to amend the Agreement as described herein.

2. Exhibit A of the Agreement is hereby amended and replaced in its entirety with Exhibit A attached to this Amendment No. 5. The rates described in Exhibit A supersede all prior amendments, shall take effect January 1, 2022, and shall remain in effect until at least January 1, 2025, or until amended by the City Council.

3. Except as expressly modified herein, the Agreement shall remain in full force and effect.

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

"CITY"
CITY OF PERRIS,
a municipal corporation

Clara Miramontes, City Manager

ATTEST:

Nancy Salazar, City Clerk

"A&W"
ALESHIRE & WYNDER, LLP, a limited
liability partnership

Eric L. Dunn, Partner

EXHIBIT "A"
FEE ARRANGEMENT

- (1) General legal services will be billed at the rate of \$225 per hour.
- (2) Special legal services will be billed at the rate of \$245 per hour for Associates and \$285 per hour for Partners. Special legal services shall include: litigation matters, public finance, disciplinary actions or hearings, labor negotiations, real estate, economic development, housing, water, toxics, refuse, franchising, enterprise activities, bid disputes and protests, prevailing wage issues, assessment district and CFD issues, complex environmental matters, and, with approval of the City Manager, any major contract negotiation. Oversight of outside legal counsel providing services within these specialties shall also be billed at the special legal services rate.
- (3) Insurance defense/risk management services (when assigned) will be billed at a reduced rate of \$225 per hour.
- (4) Code enforcement services will be billed at a reduced rate of \$225 per hour.
- (5) Where legal fees are reimbursable to the City by a third party, the hourly rate will be \$265 per hour for Associates and \$305 per hour for Partners.
- (6) For public finance services in connection with the issuance or potential issuance of debt, loans, certificates of participation, including formation of assessment or community facilities districts, etc., the hourly rate shall be \$350 per attorney hour. Paralegal, law clerk or project specialist time shall be billed at \$175 per hour. Fees shall be paid within 30 days following receipt of an invoice. Fees include travel time. Expenses shall be charged at the cost thereof, which expenses shall include the cost of special tax counsel in an amount not to exceed \$7,500, subject to a not to exceed expense fee (excluding special tax counsel) of \$3,000 per bond transaction.
- (7) The rate for paralegals and law clerks shall be \$135 per hour, and for document clerks shall be \$70 per hour.
- (8) In addition to the foregoing, A&W would be reimbursed for out-of-pocket expenses including: facsimile, messenger, courier, and other communication costs; reproduction expense; computer research services; court reporters; mileage cost to court and administrative proceedings; travel expenses outside of San Bernardino, Riverside or Orange Counties; and other costs and expenses incurred on your behalf.
- (9) The above rates will be adjusted annually by the Consumer Price Index (CPI) increase for that year, but not to exceed 3%, rounded to the nearest dollar. Such changes will be implemented on July 1 of each year commencing July 1, 2023. Any other rate adjustments shall require a formal amendment.



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: August 31, 2021

SUBJECT: Purchase of one (1) replacement cargo van for the Public Works Department.

REQUESTED ACTION: City Council to award the purchase of one (1) cargo van for the Public Works Department to Rotolo Chevrolet and Authorize the City Manager to execute the agreement with Rotolo Chevrolet and all necessary documents approved as to form by the City Attorney.

CONTACT: Bryant Hill, Director of Public Works *BH*

BACKGROUND/DISCUSSION:

The City of Perris Public Works Department requests the authorization to purchase one (1) cargo van. Our Facilities Division will utilize the cargo van, which is responsible for maintaining all City facilities. The current van being replaced is over 15 years old with over 130,000 miles.

Staff requested and received three quotes, which are as follows: Rotolo Chevrolet \$32,434.87; Anderson Chevrolet \$36,106.32; and Quality Chevrolet \$36,343.00. Staff recommends purchasing one (1) cargo van through Rotolo Chevrolet in the amount of \$32,434.87. Council approved funds for the purchase of the cargo van in the 2021-2022 fiscal year Public Works Fleet budget.

BUDGET (or FISCAL) IMPACT: The cost of the vehicles has been budgeted in the Public Works Fleet Budget in Vehicle Regular (13034000-8551) for the Fiscal Year 2021-2022.

Prepared by: Ignacio Alvarez, Public Works Operations Supervisor

REVIEWED BY:

City Attorney _____
 Assistant City Manager _____
 Finance Director *ER*

Attachments: 1 Vehicle Quotes

Consent: X
 Public Hearing:
 Business Item:
 Presentation:
 Other:

ATTACHMENT 1

CARGO VAN QUOTES RECEIVED

Rotolo Chevrolet

16666 S. Highland Ave, Fontana, CA 92336

909-333-6924

BUYER		CO-BUYER		Deal #:	
CITY OF PERRIS				232314	
				Deal Type: Retail	
				Deal Date: 08/03/2021	
				Print Time: 04:08pm	
Home #:		Home #:			
Work #:		Work #:		Salesperson:	
VEHICLE					
New	<input checked="" type="checkbox"/>	Stock #:	Description:	VIN:	MSRP:
Used	<input type="checkbox"/>	213086K	2021 CHEVROLET TRUCK EXPRESS	1GB0GRFP3M1199599	\$37,981.00
Demo	<input type="checkbox"/>				
Mileage:					
TRADE					
AFTERMARKETS			Sale Price:		
			\$ 29,981.00		
			Total Financed Aftermarkets:		
			\$ 0.00		
			Total Trade Allowance:		
			\$ 0.00		
			Trade Difference:		
			\$ 29,981.00		
			Documentary Fee:		
			\$ 85.00		
			State & Local Taxes:		
			\$ 2,330.12		
			Total License and Fees:		
			\$ 38.75		
			Total Cash Price:		
			\$ 32,434.87		
			Total Trade Payoff:		
			\$ 0.00		
			Delivered Price:		
			\$ 32,434.87		
Total Aftermarkets:			Cash Down Payment + Deposit:		
\$ 0.00			\$ 0.00		
APR:			Unpaid Balance:		
			\$ 32,434.87		
			Net Cost (Price Before taxes and fees):		
			\$ 29,981.00		
			Total Savings:		
			\$ 8,000.00		



QUOTE

ANDERSON CHEVROLET
31201 AUTO CENTER DRIVE
P.O.BOX 4000
LAKE ELSINORE, CA 92531

QUOTE#CG33405
DATE: JULY 22, 2021
PREPARED BY: JIM DIAZ
PH:909-322-3972
FAX:951-674-8368
JDIAZ@ANDERSONAUTO.COM

CUSTOMER: CITY OF PERRIS	VEHICLE: NEW 2022 CHEVROLET 1 TON 3500 STANDARD LENGTH CARGO VAN
	DEALER INSTALLED EQUIPMENT: SAFETY PARTITION, SECURITY SCREENS ON REAR WINDOWS, ADDITIONAL KEYS - 3

DESCRIPTION	PRICE		
			33157.00
	DOC FEE		85.00
	SALES TAX		2825.57
	CA TIRE FEE		8.75
	E-PLATE		30.00
	TOTAL		36,106.32
FACTORY ORDER DELIVERY ESTIMATE 4TH QUARTER 2021 OR FIRST QUARTER 2022			
FOB: PERRIS, CA			
QUOTE EXPIRES		NET DUE	36,106.32

*******ALL VEHICLES ARE SUBJECT TO PRIOR SALE*******
REBATES/INCENTIVES ARE SUBJECT TO CHANGE WITHOUT NOTICE
VEHICLES ARE ELIGIBLE FOR ALL INCENTIVES IN EFFECT AT TIME OF CONTRACT PREPARATION
PROOF OF BUSINESS REQUIRED FOR SOME REBATES
PAYMENT TERM AND RATES ARE SUBJECT TO LENDER APPROVAL
VEHICLES SUBJECT TO PRIOR SALE

Thank you for your business!

Ignacio Alvarez

From: Mark Markovich <mark@qualitychevy.com>
Sent: Monday, July 26, 2021 3:26 PM
To: Ignacio Alvarez
Subject: NEW 2021 CHEVROLET EXPRESS 3500 2WD CARGO VAN V8 GAS W/ PARTITION AND BACK WINDOW SCREENS \$36,343.00



Stock photo



Stock photo

DE5: Mirrors, Outside Heated Power-Adjustable, Black
DRJ: Rearview Mirror, Partial Video Display
E24: Door, Swing-Out Pass. Side 60/40 Split
EF7: Country Code--USA
FHO: Vehicle Fuel--Gasoline E10
G80: Differential, Locking, Heavy-Duty, Rear
GAZ: Summit White
GU6: Rear Axle, 3.42 Ratio
JL4: StabiliTrak, Stability Control System
K34: Cruise Control
KG4: Alternator, 150 Amp
KI4: 110 Volt Electrical Receptacle, In Cab
L8T: Engine, Gas 6.6L V8
MYD: 6-Speed Auto Trans w/Overdrive
N33: Tilt-Wheel
NC7: Emissions Override, Federal
NE1: CT/MA/MD/ME/NJ/NY/OR/PA/RI/VT/WA Emissions
NP5: Steering Wheel, Leather Wrapped
PPC: Rear Door Trim Panel
QB5: Wheel 16 X 6.5, Steel
R7K: Internal Tracking Code
U0F: AM/FM Stereo w/ MP3 Player
UE1: OnStar Comm. System
UJM: Tire Pressure Indicator
UPF: Bluetooth for Phone
UTJ: Theft Deterrent System
UVC: Rear View Camera System
V14: Transmission Oil Cooler, External
V37: Bumpers, Chrome, Front & Rear
VK3: License Plate Mounting Provisions, Front
VV4: OnStar with 4G LTE
W1Y: Steering Wheel Controls for Sound System
WMU: VIN Model Year 2021
X88: Chevrolet
XLP: Tires, Front LT245/75R16E All-Season, B/W
YLP: Tires, Rear LT245/75R16E All-Season, B/W
ZLP: Tires, Spare LT245/75R16E All-Season, B/W
ZQ2: Power Door Locks & Windows Pkg.
ZQ3: Tilt-Wheel & Cruise Control Pkg.
ZW3: Glass, Rear Doors & Side Cargo Doors, Fixed
ZW9: Standard Body
ZX2: Seating, Driver and Passenger, High-Back Bucket
ZY1: Paint, Exterior Solid

Your Discounted Price: \$34,518.00

Partition/Window Scrns: \$1,475.00

3rd Key/Fob: \$350.00

Total: \$36,343.00

Plus: Doc fee, Sales Tax if applicable, Tire Tax and DMV if applicable:

***I will update with bid assistance when ready, quote is for budgetary purposes only.**

Mark Markovich



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: August 31, 2021

SUBJECT: Contract Service Agreement with Flo-Services for Replacement of the 4th Street Duplex Sewage Pump Lift Station Repairs.

REQUESTED ACTION: Council to Approve a Contract Service Agreement with Flo-Services, Inc. for the purchase and installation of two (2) replacement sewage pumps for the 4th Street Duplex Sewage Pump Lift Station along with additional repairs and authorize City Manager to execute a service agreement with Flo-Services Inc., approved as to form by the City Attorney.

CONTACT: Bryant Hill, Director of Public Works *BH*

BACKGROUND/DISCUSSION:

Flo-Services, Inc. is the contractor who originally installed the sewage pump lift stations at 4th and 7th Street over twenty years ago. Flo-Services, Inc. has been providing ongoing maintenance and repairs to the lift stations on an as-needed basis. During recent maintenance to the lift station, the 4th Street lift station needs multiple repairs. Two pumps within the wet well and the piping/fittings need to be replaced as they were installed when the lift station was built over twenty years ago. Also, the monitoring system to notify staff when the wet well is close to overflowing is outdated. An internet/cellular-based alarm and monitoring unit will be installed, which includes a one-year monitoring service package. The monitoring system adds a protective device to eliminate the potential of a sewer overflow. The electrical panel will have to be updated to support the new equipment, as it's the original electrical panel installed when the lift station was built and will not support the new monitoring system.

The attached quote is for the lift station repairs and replacement of the two pumps. Staff is recommending we move forward with the estimates provided by Flo-Services. Per Municipal Code 3.32.280, A contract may be awarded without competition when the purchasing officer determines in writing, after conducting a good faith review of available sources, that there is only one source for the required goods, service, or construction item.

Staff is recommending Council approve the agreement with Flo-Services in the amount of \$126,072.57 for removal and replacement of the sewage pumps, and repairs to the 4th Street Sewage Pump Station, and a new monitoring system. The proposed amount includes a 10% contingency.

BUDGET (or FISCAL) IMPACT: There will be no impact on the general fund. ARPA funds will be used to fund the agreement with Flo-Services.

Prepared by: Liset Hernandez, Public Works Manager

REVIEWED BY:

City Attorney _____

Assistant City Manager _____

Finance Director EP

- Attachments:
1. Aerial Map of Pump Location
 2. Estimates Provided by Flo-Services
 3. Agreement with Flo-Services

Consent: X

Public Hearing:

Business Item:

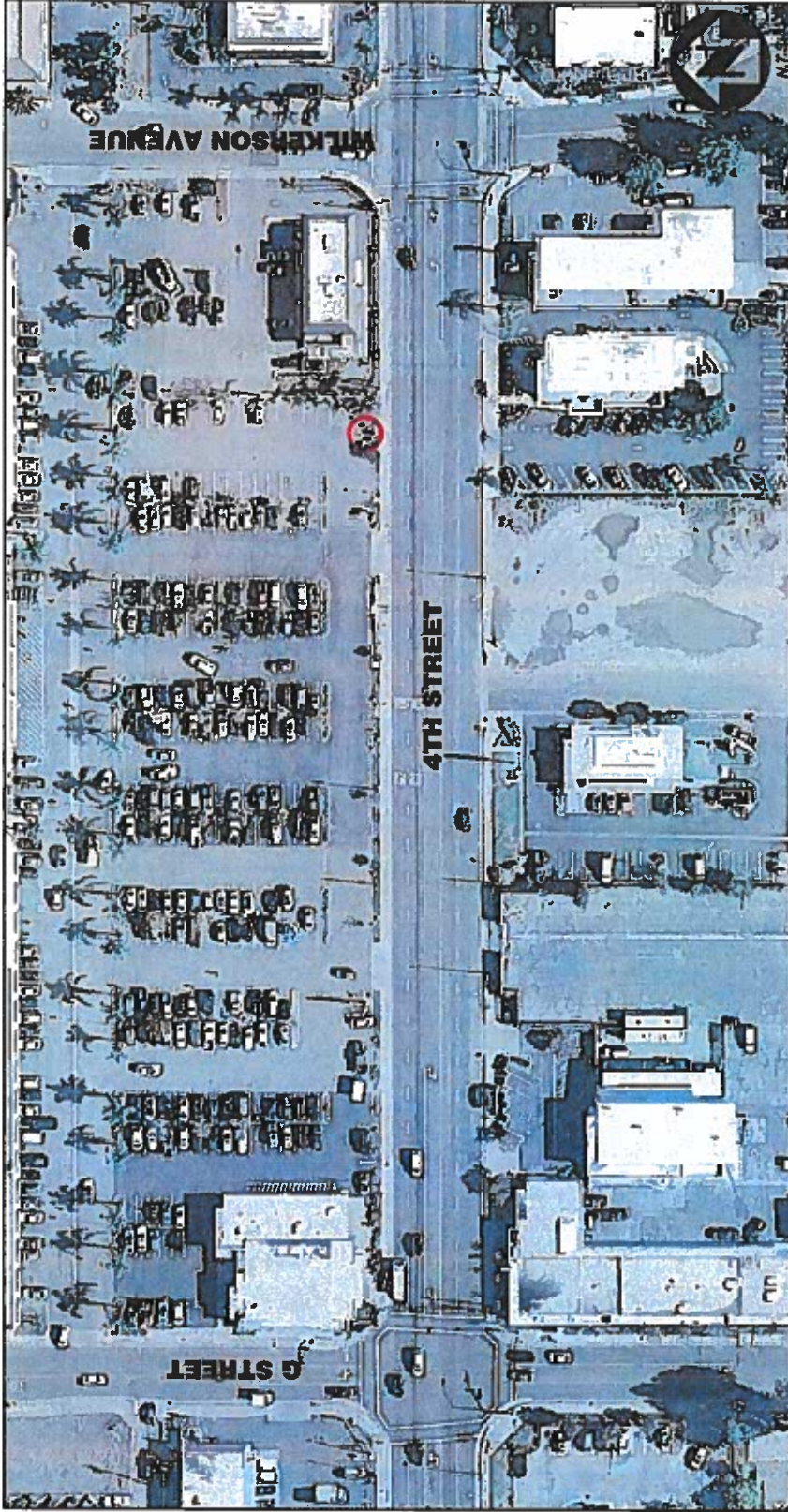
Presentation:

Other:

ATTACHMENT 1

AERIAL MAP OF PUMP STATION

4TH STREET LIFT STATION AERIAL
VICINITY MAP



LEGEND:
○ 4TH STREET LIFT STATION LOCATION



TRI LAKE
CONSULTANTS, INC.
CITY ENGINEER
DATE: 06/13/21

ATTACHMENT 2

ESTIMATE PROVIDED BY FLO-SERVICES



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City of Perris
1015 South G. Street
Perris, CA. 92570

Attn: Bryant Hill

Phone: 951 657-3280

E Mail- bhill@cityofperris.org

Reference: City of Perris
Perform Repairs and Pump installation @
4th Street Duplex Sewage Pump Stations
Prevailing Wage Project

Dear Bryant,

Flo-Services is pleased to present our estimated budget proposal to provide repairs and pump installation on a time and material basis for the 4th Street Sewage Pump Station as follows:

Item #1:

MECHANICAL- Remove the existing submersible pumps and install new city furnished submersible pumps and motors to include replacement of the existing internal wet well pump discharge hoses, hose barbs with fittings and pump discharge piping/fittings. Replacement of the existing pump discharge piping with fittings between the existing wet well through to the inside of the existing valve vault up to and including the 4 X 6 Inch true wye fitting. Replacement of the existing valve vault pump check valves, and gate valves as well as furnishing and installing (2) new stainless-steel pipe onto the new valve vault gate valves. Remove the existing deteriorated steel wet well ladder rungs:

(1) One Lot-Estimated new wet well pump discharge hose, piping, and fittings to include 316 stainless steel blowdown assemblies, pump discharge piping and fittings between the existing valve vault and the existing wet well, pump discharge gate valves and check valves with piping and fittings inside the existing valve vault up to and including the 4 inch X 6 inch true wye, to include 316 Stainless steel flange kits, ring gaskets, 316 Stainless Steel pipe support material with 316 stainless steel hardware.

\$ 16,464.00

(1) One-Lot-300 M Two Part Coating and coating material

\$ 400.00

(1) One-Lot estimated grouting material and pipe water stops \$ 500.00

ELECTRICAL-Replace/upgrade/modify the existing pump station electrical and/or electrical components to include a new SCE new meter main combo standup style service entrance, three new electrical conduits between the existing wet well and the existing pump control panel. Replace the existing pump starters/pump breakers with new upgraded pump starters with overload blocks, new upgraded pump breakers to include misc. wire to compensate for the larger 5 horsepower submersible motors listed above. Replace and update misc. control panel components to include the pump seal failure relays and add an ISR control transformer. Remove and replace the existing float switches, float switch brackets, the existing bubbler tubing and wet well bubbler air cell with fittings.

(1) One Lot- Estimated misc. electrical conduits with fittings, EYS Explosion proof seal offs with perma gum. \$ 1,670.00

(1) One Lot- Estimated misc. control panel components to include two new pump breakers, two new pump motor starters with overload blocks and external reset buttons, ISR control transformer, new panel mount level transducer pump seal failure relays, misc. wire and wire terminals. \$ 5,880.00

(1) One Lot- Estimated wet well float switches, float switch brackets, float switch grommets, Bubbler tubing, Bubbler tubing PVC Air Cell and bubbler tube fittings with clamps to include 316 stainless steel wedge anchors, hardware, and fasteners. \$ 1,528.00

(1) One Lot-Estimated grounding material and conduits, new standup service entrance meter main combo with main breaker in a NEMA 3R-316 stainless steel enclosure. \$ 7,783.00

One Lot Incoming Estimated Freight to Flo-Services \$ 1,400.00

Sales tax 7.75% \$ 2,652.44

ESTIMATED LABOR, PER DIEM, MILEAGE AND MISC

Estimated Shop Hours-Precoat wet well/valve vault piping, valves with fittings and start fabrication of valve vault pipe supports.
16 Hours @ \$125.00 Per Hour \$ 2,000.00

Estimated Field Labor and Travel-Portal to Portal-4 Men
80 hours @ \$525.00 Per Hour \$42,000.00

Mileage-Portal to Portal-Service Truck
169 Miles @ \$1.55 Per Mile X Two Trips \$ 523.90

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Mileage-Portal to Portal-Utility Trucks 169 Miles @ \$1.35 Per Mile X 2 trucks X Two Trips	\$ 912.60
Estimated Field Labor and Travel-Portal to Portal-Principal Employee Onsite meeting with SCE and underground utility contractor 16 hours @ \$200.00 Per Hour	\$ 3,200.00
Mileage-Portal to Portal-Utility Truck-Principal Employee 169 Miles @ \$1.35 Per Mile X Two Trips	\$ 456.30
6 Days confine space entry fee- Per day-\$425.00	\$ 2,550.00
10 Days Equipment and tool truck fee- Per day-\$480.00	\$ 4,800.00
8 Nights Estimated Per Diem- 4 Men-\$700.00 Per night	\$ 5,600.00
1-One Lot Pneumatics Rentals Plug assemblies with compressor	\$ 345.00
1-One Lot estimated core drilling	\$ 1,000.00
1-One Lot estimated rental of 3 phase temporary power generator with Diesel Fuel	\$ 1,200.00

Estimated Price for Item #1 \$ 102,865.24
Initial

Item #2-Upgrade the existing internet/cellular based alarm and monitoring unit. Furnish and install a new M850 RTU to include start up and test.

1-Lot Mission Communications M850 RTU Flat in a NEMA 4X enclosure to include back up battery, antenna, cable, bracket, and extension of your existing service package by an additional year.	\$ 4,512.69
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One lot- Miscellaneous control panel relay's, liquid tight flex with fittings, wire and din rail.	\$ 475.00
Sales Tax 7.75%	\$ 386.55
Incoming parts freight To Flo-Services	\$ 122.00

Estimated Field Labor and Travel – Portal to Portal (2 Men) 16 Hours @ \$270.00 Per Hour	\$ 4,320.00
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Mileage-Portal to Portal-Service Truck 169 Miles @ \$1.55 Per Mile	\$ 269.95
2 Days Equipment and tool truck fee- Per day-\$480.00	\$ 960.00
1 Nights Estimated Per Diem- 2 Men-\$350.00 Per night	\$ 700.00
Estimated price for Item #2	\$ 11,746.19 _____
	Initial
Estimated Price for Items #1 and #2	\$114,611.43 _____
	Initial

It will be the responsibility of the City of Perris:

- A) To remove and dispose of all old material and debris from the jobsite.
- B) To hire and pay for pumper trucks to maintain the flow while we partially bypass the pump station to perform some of the work listed above.
- C) To hire and pay for a licensed underground contractor to remove and replace the existing asphalt and to provide digging, backfill, and shoring around the existing pump discharge wet well piping with fitting between the existing pump valve vault and the existing wet well as well as provide digging/back fill, shoring, sidewalk and asphalt removal and replacement between the existing sewage wet well's existing electrical conduits to the backside of the existing pump control panel area so Flo-Services can install the new electrical conduits mentioned above.

This excavation must be completed before we arrive onsite to perform the work listed in this proposal. This excavation must be shored properly or excavated per code for our personnel to safely enter the excavation and perform the piping replacement mentioned above. The excavation will need to be completed around the existing discharge piping and electrical conduits so our crew will be able to access and replace the existing piping with fittings and electrical conduits easily and without any issues.

There will need to be temporary trench plate installed over the excavation and this trench plate will require removal by your excavation contractor each morning and replaced at the end of each workday for an estimated six-day work period in order Flo-Services to complete the piping and electrical installation/replacements listed above.

- D) To hire, pay for and provide a licensed traffic control company to install and maintain adequate traffic control during our work which includes closing at least one traffic lane and possibly part of the intersection downstream of the pump station. This will be required each day we are onsite during all work located in the street.
- E) To provide and pay for encroachment permits.

Note: We are performing this work on a time and material basis, and you will be invoiced accordingly. The above price estimate does not include electrical permits which will be added on a time and material basis (If required). Engineered drawings, plan check or plan check fees are not included and can also be provided for additional costs (If required). This estimated price includes an estimated 16 hours of our principal to meet onsite and coordinate with SCE service planner and the city's underground utility contractor. The above proposal does not include any SCE connection fees or any additional costs by SCE or their contractors. It will be the responsibility of the City of Perris to pay these additional costs directly to the utility and/or their contractor. The inside of the concrete wet well structure and manway are starting to deteriorate and are in bad condition. To rectify these issues, the City will need to hire a manhole rehabilitation/coating contractor to repair and coat these structures to prevent the concrete from complete failure. This should be completed as soon as possible. Your onsite personnel stated, the southside upstream inlet lines that enter the southside of the sewage wet well as well as the upstream manhole (located on 4th street) have not been cleaned/jetted or CCTV'd in a long period of time. We strongly suggest adding the additional traffic control and performing this maintenance while we are onsite performing our work, so our personnel remove the pumps and clean the sewage wet well after completion of this work. This pump station also needs onsite standby emergency generator set to include an automatic transfer switch. A proposal for these items will follow under separate cover.

THIS PROPOSAL EXPIRES IN 30 DAYS from the date of this proposal or bid opening date, if applicable.

The Sellers work and responsibility is expressly limited to providing materials and performing the services listed in this proposal. Design, application and direction for work and materials are to be provided by and responsibility of the Buyer. Flo- Services Total liability of the Seller for this purchase agreement including indemnity, liquidated damages, actual damages, special damages, and consequential damages is limited to the coverage offered and paid by the Seller's insurance policies for all other Seller's liabilities, including liquidated/actual damages, due to delivery delays.

Liquidated/Actual damages are further limited to what is assessed by the Owner, paid to Owner and assessed due to the sole cause of Seller's delays.

FLO-SERVICES Contractor's license Number is: 988492

The expiration date of FLO-SERVICES Contractor's license is: 11/30/21

Bidder acknowledges that Section 7028.15 (e) of the Business and Professions Code provides as follows:

A license contractor shall not submit a bid to a public agency unless his or her contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations herein are made under penalty of perjury. Any bid not containing this information, or a bid containing the information, which is subsequently proven false, shall be considered non-responsive and shall be rejected by the public agency."

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The undersigned declares, under penalty of perjury, that the representations made by the undersigned in the bid proposal are true and correct.

Thank you for your consideration to this proposal.

Very truly yours,

Sincerely,



John Krukowski
Flo-Services, Inc

TERMS OF SALE

1. ACCEPTANCE. "SELLER" is Flo-Services, Inc. who may function as a SUB-CONTRACTOR, REPAIR AND SERVICE ORGANIZATION OR VENDOR. "BUYER" is the CUSTOMER who may function as a CONTRACTOR, OWNER, ETC. These terms govern the purchase and sale of equipment, contractor's services, etc., referred to in SELLER'S proposal or acknowledgement. SELLER rejects all additional or different terms in any of BUYER'S forms or documents unless specifically accepted by SELLER in writing.
2. PAYMENT. Terms are Net 30 days from date of shipment and invoice, subject to approval of credit. SELLER may proceed on a "when ready" basis and partial invoice for the equipment that has shipped and /or services rendered. Interest at one percent per month or at the legal maximum rate will be assessed for late payment.
3. RETENTIONS, unless herein authorized by SELLER, are not allowed.
4. BACK CHARGES The BUYER agrees to pay reasonable BACK CHARGES (based on actual cost plus profit, overhead and taxes) for any special services, additional equipment, repairs etc. made necessary by the omissions, mistakes, accidents, negligence or miscalculations of the BUYER, ENGINEER or OWNER. Commensurate with the urgency, nature and scope of the back charge, SELLER shall give BUYER advance notice of the intended back charge, but such advance notice shall not be a prerequisite for BACK CHARGES against the BUYER. Any BACK CHARGES from the intended BUYER, not authorized in writing by SELLER, will not be recognized.
5. DELIVERY. SELLER shall not be liable for delays due to fire, flood, labor issues, war, civil disorders, delay in transportation, inability to obtain materials, accidents, acts of God or other causes beyond SELLER'S reasonable control.
6. RESPONSIBILITY. SELLER shall not be responsible for damage to equipment if misused, improperly stored, installed or maintained. SELLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, COLLATERAL, LIQUIDATED OR OTHER INDIRECT DAMAGES. CONSEQUENTIAL DAMAGES FOR THE PURPOSES OF THIS AGREEMENT SHALL INCLUDE BUT NOT BE LIMITED TO, LOSS OF USE, INCOME, PROFIT, LOSS OF OR DAMAGE TO PROPERTY, ETC. These limitations apply whether the liability is based upon contract, tort, strict liability or any other theory.
7. WARRANTY. For benefit of the original user, SELLER warrants all new equipment sold to be free from defects in material and workmanship, and will replace or repair, F.O.B. at its factories or other location designated by it, any part or parts returned to it which SELLERS examination shall show to have failed under normal use and service by the original user within one year following initial shipment to the BUYER. This warranty does not cover damage by decomposition from chemical action or wear caused by abrasive materials nor does it cover damage resulting from misuse, alteration, accident or neglect, or from improper operation, maintenance, installation, modification or adjustment. Such repair or replacement shall be free for all items except for those items that are consumable and normally replaced during maintenance. THIS WARRANTY IS EXPRESSLY MADE BY SELLER AND ACCEPTED BY BUYER IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED.
8. COMPLIANCE WITH LAWS. BUYER shall be solely responsible for securing any necessary permits and for compliance with all safety, health, sanitation and any other laws, ordinances and regulations in connection with the design, installation and operation of the equipment.
9. INDEMNIFICATION. It is understood that SELLER has relied upon data furnished by and on behalf of BUYER with respect to the safety aspects and application of the equipment and that it is BUYERS responsibility to assure that the equipment will, when installed and put in use, be in compliance with requirements fixed by law and otherwise legally adequate to safeguard against injuries or damage to persons or property. BUYER hereby agrees to defend, indemnify and hold harmless SELLER, its agents and employees against any and all losses, costs, damages, claims, liabilities or expenses, arising out of or resulting from any injury or damage to any person or property caused by the inadequacy of safety features, devices or characteristics in the equipment or in the installation, use or operation of the same, except claims for repair or replacement of defective parts are provided in Paragraph 7 hereof. Within the policy limitations of the SELLERS insurance policies, SELLER will indemnify, defend and hold BUYER harmless from any claim, cause of action or liability incurred by BUYER as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by SELLERS sole negligence. SELLER shall have the sole authority to direct the defense of and settle any indemnified claim. SELLER's indemnification is conditioned on BUYER (a) promptly notifying SELLER of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. TITLE & LIEN RIGHTS. After delivery to Buyer, Seller will have all such rights, including security interests and liens, in the equipment as lawfully may be conferred upon Seller by contract under any applicable provision of law.
9. MISCELLANEOUS. Goods may not be returned without previous written permission and are subject to a restocking charge. The SELLER may cancel agreement only upon written notice and payment of reasonable cancellation charges, including anticipated profit. Attorney's fees and court costs necessary to enforce these terms of sale will be paid to the prevailing party. No part of the Agreement may be changed or cancelled except by a written document signed by SELLER and BUYER. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable and all other terms shall remain in full force and effect. BUYER may not assign or permit any other transfer of the Agreement without SELLERS prior written consent. The Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.

Acceptance of this proposal with the terms referred to herein may be accomplished by executing this document or by providing a BUYERS purchase order/contract.

Accepted: SELLER

Accepted: BUYER

Submitted: FLO-SERVICES, INC

Flo-Service, Inc



By: _____

By: _____

By: John Krukowski

Date: _____

Date: _____

Date: 7-7-2021

NOTICE TO PROPERTY OWNER

If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceeding, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device that is appropriate under the circumstances, such as a contractor's payment bond.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten years of the date of the alleged violation. Any questions concerning a contractor may be referred to:

Registrar Contractor's State License Board
P.O. Box 26000
Sacramento, California 95826

CONTRACTORS STATE LICENSE BOARD
STATE OF CALIFORNIA
DEPARTMENT OF
CONSUMER AFFAIRS
CONTRACTORS - LICENSE NO. 988492



FL -SERVICES, INC.



3010 FLOYD ST • BURBANK, CA 91504-2599
TEL: (818) 341-6747 FAX: (818) 341-2201
WWW.FLSERVICES.COM CALL 988492

ATTACHMENT 3

AGREEMENT WITH FLO-SERVICES

**CITY OF PERRIS
PUBLIC WORKS CONTRACT FOR
SEWER REPAIR**

THIS PUBLIC WORKS CONTRACT (herein "Agreement") is made and entered into this day of ____ day of September 21, by and between the CITY OF PERRIS, a municipal corporation, (herein "City") and FLO-SERVICES, INC., a California corporation (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Contract.

The complete contract includes all contract documents, to: this Agreement including the Scope of Services related to the 4th Street Duplex Sewage Pump Station attached hereto as Exhibit "A," along with specifications supplied by the City (herein "Specifications") and provided to the Contractor as part of the bid solicitation process.

1.2 Scope of Services.

In compliance with all of the terms and conditions of this Agreement, the Contractor shall furnish all labor, technical and professional services, supervision, materials, testing and equipment, to perform all operations necessary or reasonably incidental to provide repairs and pump replacement at 4th Street Duplex Sewage Pump Station as noted in Exhibit "A". Contractor warrants that all work, permit and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner .

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

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

1.4 Licenses, Permits, Fees and Assessments.

As applicable, the Contractor shall obtain all required approvals and meet all requirements needed for this project by the City Engineering and/or Public Works Department, at its sole cost and expense including such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

1.5 Additional Services.

City shall have the right at any time during the performance of the work and services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor and are limited to ten percent (10%) of the Contract Sum. It is expressly understood by Contractor that the provisions of this Section shall not apply to services and work specifically set forth in the Scope of Services and finish product specifications or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the work and services to be provided pursuant to the Scope of Services may be more costly or time consuming than the Contractor anticipates and that the Contractor shall not be entitled to additional compensation therefore.

2.0 COMPENSATION

2.1 Contract Sum.

For the services rendered pursuant to this Agreement, the Contractor shall be compensated, except as provided in Section 1.5, a total, not to exceed one hundred and twenty six hundred thousand and seventy two dollars and fifty-seven cents (\$126,072.57) that includes a 10% contingency amount ("Contract Sum").

2.2 Method of Payment.

Contractor shall submit to the City an invoice for services rendered prior to the date of the invoice. Upon receipt and approval of invoice by the City, City shall pay Contractor within a reasonably prompt manner consistent with City's normal procedures for payable accounts, but not to exceed thirty (30) days from date received by City. A retention of ten percent (10%), unless otherwise directed by the Contract Officer shall be withheld from this payment. Upon completion of the work by the contractor, a final inspection shall be made by the City. Unless otherwise directed by the Contract Officer, upon approval, the City shall file a Notice of Completion and a final payment will be issued (minus ten percent (10%) retention). The final retention payment shall be issued following 30 days from the filing of the Notice of Completion, unless otherwise directed by the Contract Officer.

2.3 Retention Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount

or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

3.0 COORDINATION OF WORK

3.1 Representation of Contractor.

John Krukowski is hereby designated as being Contract Officer being the principal and representative of Contractor authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

3.2 Contract Officer.

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

3.3 Prohibition Against Subcontracting Assignment.

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

3.4 Independent Contractor.

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

4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance.

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

thereof, the following policies of insurance:

a. Comprehensive General Liability Insurance.

A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either (i) a combined single limit of \$1,000,000.00 or (ii) bodily injury limits of \$1,000,000.00 per person, \$1,000,000.00 per occurrence and \$1,000,000.00 products and completed operations and property damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

b. Worker's Compensation Insurance.

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

c. 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 for bodily injury liability and property damage liability. Said policy shall include coverage for owned, non-owned, leased and hired cars.

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

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

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

4.2 Indemnification.

Contractor agrees to indemnify and defend the City of Perris, California, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorney's 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 Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Contractor hereunder, or arising from Contractor's negligent performance of or failure to perform any term, provision covenant or condition of this Agreement, or from any violation of any State of California, Federal, or local, laws, statutes, rules, regulations, orders, determinations, and/or resolutions, whether or not there is concurrent passive negligence on the part of the City of Perris, California, its officers, agents, or employees, but excluding such claims or liabilities to the extent caused by the sole negligence or willful misconduct of the City of Perris, California, its officers, agents or employees.

5.0 TERM

5.1 Time For Completion and Liquidated Damages.

Contract shall commence the Work on the _____ day of _____, 2021 and shall complete the work within fifteen (15) calendar days from and after said date. It is expressly agreed that, except for extensions of time duly granted in writing by the City Manager and for reasons authorized in this Agreement, time shall be of the essence, and Contractor shall be held responsible for liquidated damages in a sum equal to five hundred and 00/100 dollars (\$500.00) for each and every day after the permitted time if the Work is not completed to the City's satisfaction.

5.2 Force Majeure.

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

5.3 Termination for Default of Contractor.

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

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

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

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

5.4 Resolution of Contractor Construction Claims.

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

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

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

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

6.1 Non-liability of City Officers and Employees

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

6.2 Conflict of Interest

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

6.3 Federal Employee Benefit Clause

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

7.0 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

7.1 Covenants Against Discrimination

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

7.2 Statement of Equal Opportunity Clause

- (a) Contractor will not discriminate against any employee or applicant for employment because of race, color religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without

regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discriminating clause.

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

8.0 MISCELLANEOUS PROVISIONS

8.1 Notice

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

City

City of Perris
Public Works Department 101 N. "D" Street
Perris, CA 92570
ATTN: Liset Hernandez, Public Works Manager

Contractor

FLO-SERVICES, INC.
310 Floyd St.,
Burbank, CA 91504-2599

8.2 Handicap Accessibility Certification.

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

8.3 Records Retention Clause Examination and Audit

Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable

accounting principles. Said books and records shall be made available to the City of Perris, the State Auditor of California, and the Federal Government and to any authorized representatives thereof for purposes of audit at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after expiration of any agreement.

8.4 Payroll Records

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

8.5 Prevailing Wages.

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

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

8.6 Working Hours Restriction and Penalties for Non-Compliance

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

8.7 Interpretation

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

8.8 Integration; Amendment

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

8.9 Severability

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

8.10 Corporate Authority

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

[END – SIGNATURE PAGE FOLLOWS]

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

ATTEST:

CITY:
CITY OF PERRIS,
a Municipal Corporation

Nancy Salazar, City Clerk

Clara Miramontes, City Manager

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

Eric L. Dunn, City Attorney

CONTRACTOR:
FLO-SERVICES, INC.
a California Corporation

By: _____

Print Name and Title

By: _____

Print Name and Title

By: _____

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

[END OF SIGNATURES]

EXHIBIT "A"
SCOPE OF WORK (ATTACHED ESTIMATES)



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City of Perris
1015 South G. Street
Perris, CA. 92570

Attn: Bryant Hill

Phone: 951 657-3280

E Mail- bhill@cityofperris.org

Reference: City of Perris
Perform Repairs and Pump installation @
4th Street Duplex Sewage Pump Stations
Prevailing Wage Project

Dear Bryant,

Flo-Services is pleased to present our estimated budget proposal to provide repairs and pump installation on a time and material basis for the 4th Street Sewage Pump Station as follows:

Item #1:

MECHANICAL- Remove the existing submersible pumps and install new city furnished submersible pumps and motors to include replacement of the existing internal wet well pump discharge hoses, hose barbs with fittings and pump discharge piping/fittings. Replacement of the existing pump discharge piping with fittings between the existing wet well through to the inside of the existing valve vault up to and including the 4 X 6 Inch true wye fitting. Replacement of the existing valve vault pump check valves, and gate valves as well as furnishing and installing (2) new stainless-steel pipe onto the new valve vault gate valves. Remove the existing deteriorated steel wet well ladder rungs:

(1) One Lot-Estimated new wet well pump discharge hose, piping, and fittings to include 316 stainless steel blowdown assemblies, pump discharge piping and fittings between the existing valve vault and the existing wet well, pump discharge gate valves and check valves with piping and fittings inside the existing valve vault up to and including the 4 inch X 6 inch true wye, to include 316 Stainless steel flange kits, ring gaskets, 316 Stainless Steel pipe support material with 316 stainless steel hardware.

\$ 16,464.00

(1) One-Lot-300 M Two Part Coating and coating material

\$ 400.00

(1) One-Lot estimated grouting material and pipe water stops \$ 500.00

ELECTRICAL-Replace/upgrade/modify the existing pump station electrical and/or electrical components to include a new SCE new meter main combo standup style service entrance, three new electrical conduits between the existing wet well and the existing pump control panel. Replace the existing pump starters/pump breakers with new upgraded pump starters with overload blocks, new upgraded pump breakers to include misc. wire to compensate for the larger 5 horsepower submersible motors listed above. Replace and update misc. control panel components to include the pump seal failure relays and add an ISR control transformer. Remove and replace the existing float switches, float switch brackets, the existing bubbler tubing and wet well bubbler air cell with fittings.

(1) One Lot- Estimated misc. electrical conduits with fittings, EYS Explosion proof seal offs with perma gum. \$ 1,670.00

(1) One Lot- Estimated misc. control panel components to include two new pump breakers, two new pump motor starters with overload blocks and external reset buttons, ISR control transformer, new panel mount level transducer pump seal failure relays, misc. wire and wire terminals. \$ 5,880.00

(1) One Lot- Estimated wet well float switches, float switch brackets, float switch grommets, Bubbler tubing, Bubbler tubing PVC Air Cell and bubbler tube fittings with clamps to include 316 stainless steel wedge anchors, hardware, and fasteners. \$ 1,528.00

(1) One Lot-Estimated grounding material and conduits, new standup service entrance meter main combo with main breaker in a NEMA 3R-316 stainless steel enclosure. \$ 7,783.00

One Lot Incoming Estimated Freight to Flo-Services \$ 1,400.00

Sales tax 7.75% \$ 2,652.44

ESTIMATED LABOR, PER DIEM, MILEAGE AND MISC

Estimated Shop Hours-Precoat wet well/valve vault piping, valves with fittings and start fabrication of valve vault pipe supports.
16 Hours @ \$125.00 Per Hour \$ 2,000.00

Estimated Field Labor and Travel-Portal to Portal-4 Men
80 hours @ \$525.00 Per Hour \$42,000.00

Mileage-Portal to Portal-Service Truck
169 Miles @ \$1.55 Per Mile X Two Trips \$ 523.90

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Mileage-Portal to Portal-Utility Trucks 169 Miles @ \$1.35 Per Mile X 2 trucks X Two Trips	\$ 912.60
Estimated Field Labor and Travel-Portal to Portal-Principal Employee Onsite meeting with SCE and underground utility contractor 16 hours @ \$200.00 Per Hour	\$ 3,200.00
Mileage-Portal to Portal-Utility Truck-Principal Employee 169 Miles @ \$1.35 Per Mile X Two Trips	\$ 456.30
6 Days confine space entry fee- Per day-\$425.00	\$ 2,550.00
10 Days Equipment and tool truck fee- Per day-\$480.00	\$ 4,800.00
8 Nights Estimated Per Diem- 4 Men-\$700.00 Per night	\$ 5,600.00
1-One Lot Pneumatics Rentals Plug assemblies with compressor	\$ 345.00
1-One Lot estimated core drilling	\$ 1,000.00
1-One Lot estimated rental of 3 phase temporary power generator with Diesel Fuel	\$ 1,200.00

Estimated Price for Item #1 \$ 102,865.24 _____
Initial

Item #2-Upgrade the existing internet/cellular based alarm and monitoring unit. Furnish and install a new M850 RTU to include start up and test.

1-Lot Mission Communications M850 RTU Flat In a NEMA 4X enclosure to include back up battery, antenna, cable, bracket, and extension of your existing service package by an additional year. \$ 4,512.69

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One lot- Miscellaneous control panel relay's, liquid tight flex with fittings, wire and din rail. \$ 475.00

Sales Tax 7.75% \$ 386.55

Incoming parts freight To Flo-Services \$ 122.00

Estimated Field Labor and Travel – Portal to Portal (2 Men)
16 Hours @ \$270.00 Per Hour \$ 4,320.00

Mileage-Portal to Portal-Service Truck

169 Miles @ \$1.55 Per Mile \$ 269.95

2 Days Equipment and tool truck fee- Per day-\$480.00 \$ 960.00

1 Nights Estimated Per Diem- 2 Men-\$350.00 Per night \$ 700.00

Estimated price for Item #2 \$ 11,746.19 _____
Initial

Estimated Price for Items #1 and #2 \$114,611.43 _____
Initial

It will be the responsibility of the City of Perris:

- A) To remove and dispose of all old material and debris from the jobsite.
- B) To hire and pay for pumper trucks to maintain the flow while we partially bypass the pump station to perform some of the work listed above.
- C) To hire and pay for a licensed underground contractor to remove and replace the existing asphalt and to provide digging, backfill, and shoring around the existing pump discharge wet well piping with fitting between the existing pump valve vault and the existing wet well as well as provide digging/back fill, shoring, sidewalk and asphalt removal and replacement between the existing sewage wet well's existing electrical conduits to the backside of the existing pump control panel area so Flo-Services can install the new electrical conduits mentioned above.

This excavation must be completed before we arrive onsite to perform the work listed in this proposal. This excavation must be shored properly or excavated per code for our personnel to safely enter the excavation and perform the piping replacement mentioned above. The excavation will need to be completed around the existing discharge piping and electrical conduits so our crew will be able to access and replace the existing piping with fittings and electrical conduits easily and without any issues.

There will need to be temporary trench plate installed over the excavation and this trench plate will require removal by your excavation contractor each morning and replaced at the end of each workday for an estimated six-day work period in order Flo-Services to complete the piping and electrical installation/replacements listed above.

- D) To hire, pay for and provide a licensed traffic control company to install and maintain adequate traffic control during our work which includes closing at least one traffic lane and possibly part of the intersection downstream of the pump station. This will be required each day we are onsite during all work located in the street.
- E) To provide and pay for encroachment permits.

Note: We are performing this work on a time and material basis, and you will be invoiced accordingly. The above price estimate does not include electrical permits which will be added on a time and material basis (if required). Engineered drawings, plan check or plan check fees are not included and can also be provided for additional costs (if required). This estimated price includes an estimated 16 hours of our principal to meet onsite and coordinate with SCE service planner and the city's underground utility contractor. The above proposal does not include any SCE connection fees or any additional costs by SCE or their contractors. It will be the responsibility of the City of Perris to pay these additional costs directly to the utility and/or their contractor. The inside of the concrete wet well structure and manway are starting to deteriorate and are in bad condition. To rectify these issues, the City will need to hire a manhole rehabilitation/coating contractor to repair and coat these structures to prevent the concrete from complete failure. This should be completed as soon as possible. Your onsite personnel stated, the southside upstream inlet lines that enter the southside of the sewage wet well as well as the upstream manhole (located on 4th street) have not been cleaned/jetted or CCTV'd in a long period of time. We strongly suggest adding the additional traffic control and performing this maintenance while we are onsite performing our work, so our personnel remove the pumps and clean the sewage wet well after completion of this work. This pump station also needs onsite standby emergency generator set to include an automatic transfer switch. A proposal for these items will follow under separate cover.

THIS PROPOSAL EXPIRES IN 30 DAYS from the date of this proposal or bid opening date, if applicable.

The Sellers work and responsibility is expressly limited to providing materials and performing the services listed in this proposal. Design, application and direction for work and materials are to be provided by and responsibility of the Buyer. Flo- Services Total liability of the Seller for this purchase agreement including indemnity, liquidated damages, actual damages, special damages, and consequential damages is limited to the coverage offered and paid by the Seller's insurance policies for all other Seller's liabilities, including liquidated/actual damages, due to delivery delays.

Liquidated/Actual damages are further limited to what is assessed by the Owner, paid to Owner and assessed due to the sole cause of Seller's delays.

FLO-SERVICES Contractor's license Number is: 988492

The expiration date of FLO-SERVICES Contractor's license is: 11/30/21

Bidder acknowledges that Section 7028.15 (e) of the Business and Professions Code provides as follows:

A license contractor shall not submit a bid to a public agency unless his or her contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations herein are made under penalty of perjury. Any bid not containing this information, or a bid containing the information, which is subsequently proven false, shall be considered non-responsive and shall be rejected by the public agency."

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The undersigned declares, under penalty of perjury, that the representations made by the undersigned in the bid proposal are true and correct.

Thank you for your consideration to this proposal.

Very truly yours,

Sincerely,



John Krukowski
Flo-Services, Inc

TERMS OF SALE

1. **ACCEPTANCE.** "SELLER" is Flo-Services, Inc. who may function as a SUB-CONTRACTOR, REPAIR AND SERVICE ORGANIZATION OR VENDOR. "BUYER" is the CUSTOMER who may function as a CONTRACTOR, OWNER, ETC. These terms govern the purchase and sale of equipment, contractor's services, etc., referred to in SELLER'S proposal or acknowledgement. SELLER rejects all additional or different terms in any of BUYER'S forms or documents unless specifically accepted by SELLER in writing.

2. **PAYMENT.** Terms are Net 30 days from date of shipment and invoice, subject to approval of credit. SELLER may proceed on a "when ready" basis and partial invoice for the equipment that has shipped and /or services rendered. Interest at one percent per month or at the legal maximum rate will be assessed for late payment.

3. **RETENTIONS,** unless herein authorized by SELLER, are not allowed.

4. **BACK CHARGES** The BUYER agrees to pay reasonable BACK CHARGES (based on actual cost plus profit, overhead and taxes) for any special services, additional equipment, repairs etc. made necessary by the omissions, mistakes, accidents, negligence or miscalculations of the BUYER, ENGINEER or OWNER. Commensurate with the urgency, nature and scope of the back charge, SELLER shall give BUYER advance notice of the intended back charge, but such advance notice shall not be a prerequisite for BACK CHARGES against the BUYER. Any BACK CHARGES from the intended BUYER, not authorized in writing by SELLER, will not be recognized.

5. **DELIVERY.** SELLER shall not be liable for delays due to fire, flood, labor issues, war, civil disorders, delay in transportation, inability to obtain materials, accidents, acts of God or other causes beyond SELLER'S reasonable control.

6. **RESPONSIBILITY.** SELLER shall not be responsible for damage to equipment if misused, improperly stored, installed or maintained. SELLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, COLLATERAL, LIQUIDATED OR OTHER INDIRECT DAMAGES. CONSEQUENTIAL DAMAGES FOR THE PURPOSES OF THIS AGREEMENT SHALL INCLUDE BUT NOT BE LIMITED TO, LOSS OF USE, INCOME, PROFIT, LOSS OF OR DAMAGE TO PROPERTY, ETC. These limitations apply whether the liability is based upon contract, tort, strict liability or any other theory.

7. **WARRANTY.** For benefit of the original user, SELLER warrants all new equipment sold to be free from defects in material and workmanship, and will replace or repair, F.O.B. at its factories or other location designated by it, any part or parts returned to it which SELLER'S examination shall show to have failed under normal use and service by the original user within one year following initial shipment to the BUYER. This warranty does not cover damage by decomposition from chemical action or wear caused by abrasive materials nor does it cover damage resulting from misuse, alteration, accident or neglect, or from improper operation, maintenance, installation, modification or adjustment. Such repair or replacement shall be free for all items except for those items that are consumable and normally replaced during maintenance. THIS WARRANTY IS EXPRESSLY MADE BY SELLER AND ACCEPTED BY BUYER IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED.

8. **COMPLIANCE WITH LAWS.** BUYER shall be solely responsible for securing any necessary permits and for compliance with all safety, health, sanitation and any other laws, ordinances and regulations in connection with the design, installation and operation of the equipment.

9. **INDEMNIFICATION.** It is understood that SELLER has relied upon data furnished by and on behalf of BUYER with respect to the safety aspects and application of the equipment and that it is BUYER'S responsibility to assure that the equipment will, when installed and put in use, be in compliance with requirements fixed by law and otherwise legally adequate to safeguard against injuries or damage to persons or property. BUYER hereby agrees to defend, indemnify and hold harmless SELLER, its agents and employees against any and all losses, costs, damages, claims, liabilities or expenses, arising out of or resulting from any injury or damage to any person or property caused by the inadequacy of safety features, devices or characteristics in the equipment or in the installation, use or operation of the same, except claims for repair or replacement of defective parts are provided in Paragraph 7 hereof. Within the policy limitations of the SELLER'S insurance policies, SELLER will indemnify, defend and hold BUYER harmless from any claim, cause of action or liability incurred by BUYER as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by SELLER'S sole negligence. SELLER shall have the sole authority to direct the defense of and settle any indemnified claim. SELLER'S indemnification is conditioned on BUYER (a) promptly notifying SELLER of any claim, and (b) providing reasonable cooperation in the defense of any claim.

8. **TITLE & LIEN RIGHTS.** After delivery to Buyer, Seller will have all such rights, including security interests and liens, in the equipment as lawfully may be conferred upon Seller by contract under any applicable provision of law.

9. **MISCELLANEOUS.** Goods may not be returned without previous written permission and are subject to a restocking charge. The SELLER may cancel agreement only upon written notice and payment of reasonable cancellation charges, including anticipated profit. Attorney's fees and court costs necessary to enforce these terms of sale will be paid to the prevailing party. No part of the Agreement may be changed or cancelled except by a written document signed by SELLER and BUYER. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable and all other terms shall remain in full force and effect. BUYER may not assign or permit any other transfer of the Agreement without SELLER'S prior written consent. The Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.

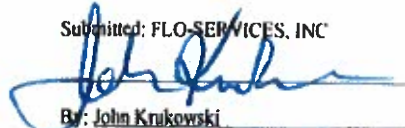
Acceptance of this proposal with the terms referred to herein may be accomplished by executing this document or by providing a BUYER'S purchase order/contract.

Accepted: SELLER

Accepted: BUYER

Submitted: FLO-SERVICES, INC

Flo-Service, Inc



By: _____

By: _____

By: John Krukowski

Date: _____

Date: _____

Date: 7-7-2021

NOTICE TO PROPERTY OWNER

If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceeding, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device that is appropriate under the circumstances, such as a contractor's payment bond.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten years of the date of the alleged violation. Any questions concerning a contractor may be referred to:

Registrar Contractor's State License Board
P.O. Box 26000
Sacramento, California 95826

CONTRACTORS STATE LICENSE BOARD
STATE OF CALIFORNIA
DEPARTMENT OF
CONSUMER AFFAIRS
CONTRACTORS - LICENSE NO. 988492



FL -SERVICES, INC.




3010 FLOYD ST • BURBANK, CA 91504-2500
TEL: (818) 254-1104 FAX: (818) 254-1105
WWW.FLSERVICESINC.COM 5 11 988492



10.J.

CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

- MEETING DATE:** August 31, 2021
- SUBJECT:** A Resolution of the City Council of the City of Perris, County of Riverside, State of California, approving the Amendment of the City's Classification and Compensation Plan to Include Five (5) Updated City Classifications and Authorize the Amendment of the City's Salary Range Placement Schedules Which Set Forth the Classification and Compensation Allocations for All City Employees.
- REQUESTED ACTION:** To adopt the Resolution Number (next in order) approving the Amendment of the City's Classification and Compensation Plan to Include Five (5) Updated City Classifications and Authorize the Amendment of the City's Salary Range Placement Schedules Which Set Forth the Classification and Compensation Allocations for All City Employees.
- CONTACT:** Saida Amozgar, Director of Administrative Services 

BACKGROUND/DISCUSSION:

California Government Code Section 36505 requires that the City Council approve the Classification and Compensation Plan for all employees by means of a Resolution. Pursuant to the City of Perris Personnel Rule 6.0, the City Manager shall ascertain and record the duties and responsibilities of all positions in the classified service and shall recommend a classification plan for these positions to the City Council and that the classification plan shall be adopted by the City Council and may be amended from time to time as necessary. The current classification plan was previously adopted by the City Council by Resolution Number 5178 on September 26, 2017. Subsequently, amendments to the City's Classification and Compensation Plan have been approved and adopted by the City Council on March 27, 2018, September 25, 2018, December 8, 2020, and May 11, 2021.

Since the last amendment, and as a result of recently implemented organization structural changes, there are five (5) classifications requiring updated duties and essential functions in respective class specifications, which are the Deputy City Manager, Code Enforcement Manager, Building and Safety Manager, Development Services Assistant I/II/III, and Recreation Supervisor I/II revised to Senior Recreation Coordinator. Said class specification revisions and potential salary recommendations have been proposed and approved by the City's Human Resources Sub Committee ("HR Sub Committee"). The draft Resolution is attached hereto as "Attachment 1."

The draft updated class specifications and salary range placement schedules are attached to the Resolution as "Exhibits A - G," and incorporated hereto by this reference.

During the last budget cycle, the City Council adopted operational budgets for Fiscal Year 2021-2022, including appropriations for any new positions in the Classified and Non-Classified Civil Service. All positions in the Classified Service are listed in the City Classification and Compensation Plan. Said positions which were approved during the recent budget cycle were not defined by a respective Class Specification and therefore had not been included in the City's Classification and Compensation Plan and should be included at this time. Class Specifications list job duties, requirements and qualifications, and recruitments are initiated utilizing Class Specifications.

These five (5) class specifications were updated by the City's Administrative Services Department with the assistance of consulting firm, Koff & Associates, Inc. Thus, staff believes the updated class specifications and respective salaries meet industry standards and are internally aligned and equitable.

Class specifications for represented bargaining unit classifications are a matter within the scope of bargaining subject to meet and confer under the provisions of the Meyers-Millias-Brown Act ("MMBA") (Government Code Section 3500 et seq.). The City has met and conferred with Teamsters Local 911 on the updated class specifications and reached agreement and thereby met its obligations under law regarding implementation of the updated class specifications and respective salaries.

Staff respectfully recommends that the City Council adopt the Resolution approving the amendment of the City's Classification and Compensation Plan to include five (5) updated City Class Specifications and authorizing the amendment of the City's Salary Range Placement Schedules which set forth the Classification and Compensation allocations for all City employees.

BUDGET (or FISCAL) IMPACT:

There is no impact to the fiscal budget(s).

Prepared by: Saida Amozgar, Director of Administrative Services

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Finance Director ER

Attachment 1:

Resolution Number (Next in Order), including Exhibits A-G Classification Specifications and Salary Range Placement Schedules

Public Hearing:
Business Item:
Presentation:
Other:

Attachment 1

Resolution Number (Next in Order)

RESOLUTION NUMBER ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING THE AMENDMENT OF THE CITY'S CLASSIFICATION AND COMPENSATION PLAN TO INCLUDE FIVE (5) UPDATED CITY CLASSIFICATIONS AND AUTHORIZE THE AMENDMENT OF THE CITY'S SALARY RANGE PLACEMENT SCHEDULES WHICH SET FORTH THE CLASSIFICATION AND COMPENSATION ALLOCATIONS FOR ALL CITY EMPLOYEES

WHEREAS, Section 36505 of the California Government Code requires that the City Council approve the Classification and Compensation Plan for all employees by means of a resolution; and

WHEREAS, Rule 6.0 of the City of Perris Personnel Rules and Regulations provides that the City Manager shall ascertain and record the duties and responsibilities of all positions in the classified service and shall recommend a classification plan for these positions to the City Council and that the classification plan shall be adopted by the City Council and may be amended as necessary; and

WHEREAS, on September 26, 2017, the City Council, by Resolution No. 5178, adopted the recommendations contained in the Classification and Compensation Study, authorized the City Manager to implement the recommendations, and approved the implementation of the City of Perris Salary Range Placement Schedules, which set forth updated Classification and Compensation Allocations for all City employees; and

WHEREAS, amendments to the City's Classification and Compensation Plan were adopted by the City Council on March 27, 2018 via Resolution No. 5246, on September 25, 2018 via Resolution No. 5367, on December 20, 2020 via Resolution No. 5739; and on May 11, 2021 via Resolution No. 5790; and

WHEREAS, the City Manager has recommended implementation of another amendment to the City's Classification and Compensation Plan with five (5) updated classification specifications for Deputy City Manager, Code Enforcement Manager, Building and Safety Manager, Development Services Assistant I/II/III, and Recreation Supervisor I/II revised to Senior Recreation Coordinator; with respective schedule of compensation for said positions; and

WHEREAS, the five (5) updated classification specifications were created by the City's Administrative Services Department with the assistance of a personnel consulting firm, Koff & Associates, Inc., which confirmed that the class specifications and salaries meet industry standards and are internally aligned and equitable; and

WHEREAS, the City has completed meet and confer with Teamsters Local 911 Union, as the employee organization representing the affected job title classifications, and reached

agreement regarding the proposed actions herein, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code § 3500 et seq.).

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

Section 1. The City Council finds the above recitals are true and correct and incorporated herein by this reference.

Section 2. The City Council hereby adopts the following five (5) updated classification specifications and respective schedule of compensation:

Classification	Schedule of Compensation
Deputy City Manager	Range 96
Code Enforcement Manager	Range 80
Building and Safety Manager	Range 80
Development Services Assistant I II III	Ranges 44,48,52
Senior Recreation Coordinator	Range 56

The job descriptions for the above classifications are attached hereto as Exhibits “A – E.” The operative salary schedules used for compensating City employees referenced as City of Perris Salary Range Placement Schedules are attached hereto as Exhibits “F” and “G.”

Section 3. This resolution shall be effective on August 31, 2021. The City Clerk shall certify the adoption of this Resolution.

ADOPTED, SIGNED and APPROVED this 31st day of August 2021.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

RESOLUTION NUMBER _____

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 31st day of August, 2021, and that it was so adopted by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

- Exhibit A – Deputy City Manager Classification Specification
- Exhibit B – Code Enforcement Manager Classification Specification
- Exhibit C – Building and Safety Manager Classification Specification
- Exhibit D – Development Services Assistant I II III Classification Specification
- Exhibit E – Senior Recreation Coordinator Classification Specification
- Exhibit F – Salary Range Placement Schedule (Non-Management)
- Exhibit G – Salary Range Placement Schedule (Management)



Deputy City Manager Class Specification

**FLSA Designation: Exempt
Effective: 03/2004
Revised: 08/2021**

DEFINITION

Under administrative and policy direction, to provide highly responsible staff assistance to the City Manager, including internal control and coordination of existing City programs; to direct, plan, manage, and oversee the operations of departments as assigned by the City Manager; to coordinate assigned activities with other City departments and outside agencies; provide highly responsible and complex administrative and technical support to the City Manager in areas of expertise; and to conduct special projects and assignments.

SUPERVISION EXERCISED

Exercises general supervision and direction over management, supervisory, professional, technical, and administrative support staff.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Advise and consult with the City Manager on policy and strategic leadership in problem-solving City-wide issues; confer with the City Manager concerning potentially controversial subjects, technical questions, and unexpected or emerging issues.

Provide leadership to large, complex, and diverse City projects; identify and respond to community and City Council issues and concerns.

Prepare ordinances and other supporting program documents; prepare and monitor program contracts and related proposals; monitor compliance with applicable contracts and agreements.

Meet with the City Manager and City Council at regularly scheduled policy and planning sessions and subcommittee meetings, and as needed to take actions to accomplish programs and projects.

Represent the City at community events, outside agencies, and professional meetings as assigned; draft staff reports and make presentations to the City Council and other boards and commissions.

Interact with representatives from media services, governmental agencies, community associations, and public and private representatives in presenting and distributing official

information and answering related inquiries.

Meet and correspond with various citizen, professional, business, and other groups to answer questions and secure their support or assistance in executing various programs.

Conduct studies and surveys, and collect information on difficult operational and administrative problems, analyze findings and prepare, review, present and distribute various related reports of practical solutions and updates for review by the City Manager and City Council.

Demonstrate continuous effort to improve operations, decrease turnaround times, streamline work processes, and work cooperatively and jointly to provide quality customer service.

Oversee the development and implementation of operational and administrative policies, procedures, projects, and work plans for assigned departments.

Direct the development and implementation of goals, objectives, policies, and priorities for assigned departments; recommend appropriate service and staffing levels; recommend and administer policies and procedures.

Monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; assess and monitor workload, administrative and support systems, and internal reporting relationships; identify opportunities for improvement and review with the City Manager; direct the implementation of improvements.

Select, train, motivate, and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies.

Plan, direct, and review work plans for assigned departments; meet with staff to identify and resolve problems; assign work activities, projects, and programs; monitor work flow; review and evaluate work products, methods, and procedures; manage and participate in the development and administration of annual budget; direct the forecast of additional funds needed for staffing, equipment, materials, and supplies; direct the monitoring of and approve expenditures; direct and implement adjustments as necessary.

Serve as a liaison for assigned departments with other City departments, divisions, and outside agencies; negotiate and resolve significant and controversial issues.

Participate on a variety of boards and commissions; attend and participate in professional group meetings; stay abreast of new trends and innovations in fields relevant to assigned departments.

Coordinate activities with those of other departments and outside agencies and organizations; provide staff assistance to the City Manager and City Council; prepare and present staff reports and other necessary correspondence.

OTHER JOB RELATED DUTIES

Perform related duties and responsibilities as assigned.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

Administrative principles and practices, including goal setting, program development, implementation and evaluation, project management, and supervision of staff, either directly or through subordinate levels of supervision.

Operational characteristics, services, and activities for assigned departments.

General principles of safety, emergency/disaster, and risk management related to the functions of the assigned area.

Modern and complex principles and practices of development and administration.

Principles and practices of municipal government finance, budget preparation, and administration.

Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.

Applicable Federal, State, and local laws, rules, and regulations pertaining to local government operation and to the development, implementation, and administration of programs, operations, facilities, and maintenance for assigned departments.

Public administration methodology, principles, and practices.

Organizational and management practices as applied to the analysis, evaluation, development, and implementation of projects, programs, policies, and procedures.

Research techniques, sources and availability of information, and methods of City government report preparation.

Recent and on-going developments, current literature, and sources of information related to assigned departments.

Modern office practices, methods, and computer equipment.

Computer applications related to the work.

English usage, grammar, spelling, vocabulary, and punctuation.

Techniques for dealing effectively with the public, vendors, contractors, and City staff, in person and over the telephone.

Techniques for effectively representing the City in contacts with governmental agencies, community groups, various business, professional, educational, regulatory, and legislative organizations.

Techniques for providing a high level of customer service to public and City staff, in person and over the telephone.

Safe driving principles and practices.

Skill to:

Operate modern office equipment including computer equipment and software.

Operate a motor vehicle safely.

Ability to:

Provide administrative and professional leadership and direction for the City and assigned departments.

Recommend and implement goals, objectives, and practices for providing effective and efficient services in assigned departments.

Manage, direct, and coordinate the work of professional, technical, and administrative support personnel.

Select, supervise, train, and evaluate staff.

Identify and respond to community issues, concerns, and needs.

Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of assigned department goals.

Research, analyze, and evaluate new service delivery methods, procedures, and techniques.

Prepare and administer budgets.

Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.

Interpret and apply the policies, procedures, laws, codes, and regulations pertaining to the programs and functions of assigned departments.

Effectively represent assigned Departments and the City in meetings with governmental agencies, community groups, various businesses, professional, and regulatory organizations, and in meetings with individuals.

Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.

Develop and implement administrative plans, policies, and procedures.

Provide leadership to large, complex projects, and bring them to completion.

Prepare analytical, budgetary, financial, and technical reports.

Organize and coordinate the efforts of all City Departments and functions to accomplish program goals and objectives and resolve difficult and complex issues and problems.

Identify and respond to community and City Council issues, concerns, and needs.

Operate modern office equipment, including computer equipment and specialized software applications programs.

Use English effectively to communicate in person, over the telephone, and in writing.

Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.

Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Minimum Qualifications:

Experience:

Seven (7) years of experience in municipal management with progressively increasing level of responsibility. Experience in municipal finance administration is desirable.

Training:

Bachelor's degree from an accredited college or university with major course work in public administration or a related field. A Master's degree is desirable.

License or Certificate:

Possession of an appropriate, valid driver's license and insurability at regular rates for the City's automobile insurance.

Special Requirements:

Essential duties require the following physical skills and work environment:

Ability to work in a standard office environment; ability to travel to different sites and locations.

Effective Date: August 2021



Code Enforcement Manager Class Specification

**FLSA Designation: Exempt
Effective: 08/2021**

DEFINITION

Under general direction, plan, lead, manage, and oversee the staff and operations of the code enforcement and animal control functions within the Development Services Department; to ensure work quality and adherence to established policies and procedures; to manage the effective use of division resources to improve organizational productivity and customer service; to provide complex and responsible support to the Development Services Director in areas of expertise; and to perform related duties, as assigned.

SUPERVISION EXERCISED

Exercises direct supervision over professional, technical, and administrative support staff.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Plan, direct, manage, and oversee the staff and operational activities of the code compliance and animal control functions within the Development Services Department.

Participate in the development and implementation of goals, objectives, policies, procedures, and priorities for assigned functions; identify resource needs; recommend and implement policies, procedures, and regulations to ensure compliance with and the application of related laws, ordinances, and regulations; analyze, evaluate, and interpret Municipal Codes and other regulations.

Select, train, motivate, and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies; direct, coordinate, and review work plans for assigned staff within the Development Services Department; meet with staff to identify and resolve problems; assign work activities and projects; monitor workflow.

Review and evaluate work products, methods, and procedures; identify opportunities for improving service delivery methods and procedures; review with appropriate management staff; implement improvements.

Participate in the development and administration of assigned budget; forecast additional funds needed for staffing, equipment, materials, and supplies; direct the monitoring of and approve expenditures and fees; recommend adjustments as necessary.

Coordinate assigned services and activities with other departments, divisions, regulatory agencies, and outside agencies and organizations.

Provide staff assistance to the Development Services Director; prepare and present staff reports and other necessary correspondence.

Attend and participate in professional group meetings and seminars; stay abreast of new trends and innovations in the fields of code compliance and animal control.

Verify work of assigned employees for accuracy, proper work methods, techniques, and compliance with applicable regulations, standards, and specifications; ensure staff adherence to safe work practices and procedures.

Plan, direct, and participate in investigations and/or follow up investigations of potential violations and the enforcement of municipal codes, ordinances, standards, and health and safety regulations; document violations by securing photographs and other pertinent data; collect evidence and carry out law enforcement procedures including issuing warnings, dangerous animal statements, and citations; research ownership records, prior complaints, municipal codes and ordinances, and State regulations to establish whether a violation has occurred; compile detailed information for action by appropriate City officials.

Direct the preparation of and prepare notices of violation or non-compliance and citations according to applicable codes and regulations; oversee and initiate contacts with residents, business representatives, and other outside agencies to explain the nature of violations and to encourage compliance with municipal codes, ordinances, licenses, permits, and community standards; work cooperatively with other law enforcement groups when joint action is required.

Direct, coordinate, and conduct follow-up abatement procedures including the preparation of additional correspondence, site visits, and communication with property owners and attorneys; prepare non-compliance cases for legal action and administrative hearings; present testimony at hearings in court; obtain and execute inspection warrants; compile evidence and present arguments at public nuisance hearings.

Review development project and discretionary application submittals; impose conditions of approval to ensure code compliance.

Prepare City Council agenda reports, ordinances, resolutions, and agreements; prepare and deliver written reports and verbal presentations for the City Council, Boards, Commissions, and various community groups and agencies; draft and publish legal notices; maintain related records; complete appropriate forms related to assigned functions.

Receive, investigate, respond to, and resolve difficult inquiries, complaints, and reports from the public and other agencies regarding assigned functions in a courteous and timely manner; provide information, explain, advise, and interpret codes, laws, ordinances, policies and practices, and legal rights to the public, violators, the business community, and other outside

agencies; refer complaints to other City departments for action as necessary.

Input and retrieve a variety of information using database programs; utilize a variety of computer software applications, such as spreadsheet, presentation, and document generation.

Manage the City's contract for sheltering of animals.

OTHER JOB RELATED DUTIES

Perform related duties and responsibilities as assigned.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

Administrative principles and practices, including goal setting, program development, implementation and evaluation, and project management.

Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.

Modern and complex principles, practices, methods, and techniques of code violation investigation and compliance and animal control services and functions.

Pertinent Federal, State, and local laws, codes, and regulations including administrative and departmental policies related to assigned functions.

Modern office practices, methods, and computer equipment.

Safe driving principles and practices.

Methods and procedures used in code compliance including citation issuance procedures, criminal, civil, and administrative remedies, methods used to obtain various types of inspection warrants, and principles used to prepare legal documents.

English usage, spelling, vocabulary, grammar, and punctuation.

Basic mathematical and statistical principles and operations.

Principles of record keeping and reporting.

Principles of research, composition, and report preparation.

Methods and techniques of animal care and control.

Techniques and procedures for the safe, humane, and efficient handling of animals.

General principles of safety, emergency/disaster, and risk management related to the functions of the assigned area; occupational hazards and standard safety practices necessary in assigned areas.

Principles and practices of budget preparation and administration.

Recent and on-going developments, current literature, and sources of information related to assigned functions.

Techniques for dealing effectively and providing a high level of customer service with the public, vendors, contractors, and City staff.

Techniques for effectively representing the City in contacts with governmental agencies, community groups, various business, professional, educational, regulatory, and legislative organizations.

Skill to:

Operate modern office equipment including specialized software application programs.

Operate a motor vehicle safely.

Ability to:

Provide administrative and professional leadership and direction for assigned functions.

Recommend and implement goals, objectives, and practices for providing effective and efficient code enforcement and animal control services.

Manage, direct, and coordinate the work of assigned personnel.

Select, supervise, train, and evaluate staff.

Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of assigned functions.

Interpret, explain, and fairly apply the policies, procedures, laws, codes, and regulations pertaining to assigned programs and functions.

Communicate clearly and concisely, both verbally and in writing.

Establish, maintain, and foster positive and harmonious working relationships with those contacted during work.

Respond to inquiries, complaints, and requests for service in a fair, tactful, and timely manner.

Read and interpret maps, plans, and legal descriptions.

Exercise good judgement, flexibility, creativity, and sensitivity in response to changing situations and needs.

Research, analyze, and evaluate new service delivery methods, procedures, and techniques.

Prepare and administer budgets.

Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.

Effectively represent the Department and the City in meetings with governmental agencies, community groups, various businesses, professional, and regulatory organizations, and in meetings with individuals.

Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner, organize own work, set priorities, and meet critical time deadlines.

Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.

Minimum Qualifications:

Experience:

Five (5) years of responsible code compliance experience, including three (3) years of supervisory experience.

Training:

Bachelor's degree from an accredited college or university with major course work in urban planning, public or business administration, or a related field.

License or Certificate:

Possession of an appropriate, valid driver's license and insurability at regular rates for the City's automobile insurance.

Possession of a PC832 Certificate.

Possession of First Aid, CPR, and Southern California Association of Code Enforcement Officers (SCACEO) certificates.

Special Requirements:

Essential duties require the following physical skills and work environment:

Ability to work in a standard office environment; ability to travel to different sites and locations.

Effective Date: August 2021

DRAFT



Building and Safety Manager Class Specification

**FLSA Designation: Exempt
Effective: 08/2021**

DEFINITION

Under general direction, plan, lead, manage, and oversee the staff and operations of the Development Services counter including plans examination, building code administration, permit processing, zoning, and business licensing, as well as agency-wide emergency preparedness; to ensure work quality and adherence to established policies and procedures; to manage the effective use of division resources to improve organizational productivity and customer service; to provide complex and responsible support to the Development Services Director in areas of expertise; and to perform related duties, as assigned.

SUPERVISION EXERCISED

Exercises direct supervision over supervisory, technical, and administrative support staff.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Plan, direct, manage, and oversee the staff and operational activities of the Development Services counter including plans examination, building code administration, permit processing, zoning, and business licensing, as well as agency-wide emergency preparedness functions within the Development Services Department.

Participate in the development and implementation of goals, objectives, policies, and priorities for assigned functions; identify resource needs; establish schedules and methods for providing counter and assigned services; recommend and implement policies and procedures.

Select, train, motivate, and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies; direct, coordinate, and review work plans for assigned staff within the Development Services Department; meet with staff to identify and resolve problems; assign work activities and projects; monitor workflow.

Review and evaluate work products, methods, and procedures; identify opportunities for improving service delivery methods and procedures; review with appropriate management staff; implement improvements.

Review plans, specifications, and calculations of new construction, additions, and alterations to residential buildings to determine compliance with the provisions of building codes, ordinances, and regulations.

Participate in the development and administration of assigned budget; forecast additional funds needed for staffing, equipment, materials, and supplies; direct the monitoring of and approve expenditures and fees; recommend adjustments as necessary; complete reports on financial revenue intake.

Provide staff assistance to the Development Services Director; prepare or assist in the preparation of staff reports, special reports, and other necessary correspondence.

Attend and participate in professional group meetings; stay abreast of new trends and innovations in the fields of building inspection, plan review, and permit issuance.

Respond to requests for information; receive, investigate, respond to, and resolve difficult inquiries, complaints, and reports from the public and other agencies regarding assigned functions in a courteous and timely manner; assist City departments, governmental agencies, and the public on building and planning counter policies and procedures.

Input and retrieve a variety of information using database programs and utilize a variety of computer software applications; maintain databases, files, and records relating to permit and inspection activities; act as system administrator for the City's permitting system.

Oversee, monitor, and participate in the field inspection process; supervise and participate in the inspection of buildings and similar structures to ensure construction, alterations, maintenance, structural, plumbing, electrical, and mechanical work is conducted in compliance with provisions of codes and ordinances and in accordance with approved plans and specifications; advise, investigate, and resolve the most technical and political complaints and inquiries.

Administer, interpret and enforce the provisions of the building code and other municipal regulations as they apply to building matters including new construction and remodeling existing buildings; review new products or methods of construction for approval or denial of use; prepare and recommend modifications to building code provisions.

Research code requirements, new material, and methods of construction and related matters; draft code revisions; receive, review, issue, and inspect applications and sites pertaining to encroachments on City property.

Oversees agency-wide emergency operations functions including activation of the City's Emergency Operations Center (EOC) when necessary.

Coordinate assigned services and activities with other divisions and outside agencies and organizations.

Represent the City in contacts with governmental agencies, community groups, various business, professional, educational, and regulatory organizations, and with property owners, developers, contractors, and the public.

OTHER JOB RELATED DUTIES

Perform related duties and responsibilities as assigned.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

Administrative principles and practices, including goal setting, program development, implementation and evaluation, and project management.

Principles and practices of employee supervision, including workload planning, work assignment, review and evaluation, and the training of staff in work procedures.

Modern and complex principles, practices, methods, and techniques used in plans examining work, building code administration, building inspection, permitting processes, business licensing, zoning, and emergency preparedness.

Organizational and management practices as applied to the analysis and evaluation of Building and Safety Division programs, policies, and operational needs.

Pertinent Federal, State, and local laws, codes, ordinances, and regulations relating to building and construction standards and requirements, including the Uniform Building, Plumbing, and Mechanical Codes, and the National Electrical Code.

Modern office practices, methods, and computer equipment.

Safe driving principles and practices.

English usage, spelling, vocabulary, grammar, and punctuation.

Principles and procedures of record keeping and reporting.

General principles of safety, emergency/disaster, and risk management related to the functions of the assigned area; occupational hazards and standard safety practices necessary in the area of work.

Principles and practices of budget development and implementation.

Recent and on-going developments, current literature, and sources of information related to assigned functions.

Techniques for dealing effectively and providing a high level of customer service with the public, vendors, contractors, and City staff.

Techniques for effectively representing the City in contacts with governmental agencies, community groups, various business, professional, educational, and

regulatory organizations and with property owners, developers, contractors, and the public.

Problem solving and conflict resolution practices and techniques.

Operational characteristics, services, and activities of comprehensive building inspection, permit issuance, plans examining, business licensing, and emergency preparedness programs.

Methods and techniques of effective technical report preparation and presentation.

Research methods and sources of information related to civil engineering and building code enforcement.

Civil engineering principles, practices, and methods as related to structural engineering.

Methods, materials, techniques, and equipment used in the construction of facilities.

Skill to:

Operate modern office equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Operate a motor vehicle safely.

Ability to:

Provide administrative and professional leadership and direction for the Building and Safety Division in the Development Services Department.

Recommend and implement long-term and short-term goals, objectives, and practices for providing effective and efficient building inspection, plans examination, permit issuance, and business license programs and services, as well as agency-wide emergency operations support.

Manage, direct, and coordinate the work of assigned personnel.

Select, supervise, train, and evaluate staff.

Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of assigned functions.

Interpret, explain, and fairly apply the policies, procedures, laws, codes, and regulations pertaining to assigned programs and functions.

Communicate clearly and concisely, both verbally and in writing.

Establish, maintain, and foster positive and harmonious working relationships with those contacted during work.

Read and interpret building plans, zoning codes, and local ordinances.

Respond to inquiries, complaints, and requests for service, enforce necessary regulations, and interact and communicate with the public in a helpful, positive, fair, tactful, resourceful, courteous, and effective manner; provide accurate information regarding City development services and other activities.

Exercise good judgement, flexibility, creativity, and sensitivity in response to changing situations and needs.

Research, analyze, and evaluate new service delivery methods, procedures, and techniques.

Prepare clear and concise reports, correspondence, policies, procedures, and other written materials; supervise the preparation and maintenance of records; prepare ordinances and code amendments.

Effectively represent the Department and the City in meetings with governmental agencies, community groups, various businesses, professional, and regulatory organizations, and in meetings with individuals.

Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner, organize own work, set priorities, and meet critical time deadlines.

Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.

Apply technical knowledge and follow proper inspection techniques to examine workmanship and materials and detect deviations from plans, regulations, and standard construction practices.

Analyze, interpret, and check complex plans, specifications, and calculations.

Interpret building inspection policies and procedures to contractors, homeowners, and the general public; advise on standard construction methods and requirements for residential, commercial, and industrial buildings.

Identify, coordinate, and resolve a wide variety of interests in the development and enforcement of building codes and plans, business licenses, and department policy.

Work under steady pressure with frequent interruptions and a high degree of public contact.

Prepare and administer budgets.

Minimum Qualifications:

Experience:

Six (6) years of increasingly responsible experience in plan check, building inspection, and/or plan review of public, commercial, industrial, and residential buildings, including two (2) years of administrative and supervisory responsibility.

Training:

Bachelor's degree from an accredited college or university with major course work in public administration, political science, planning, civil engineering, architecture, or a related field.

License or Certificate:

Possession of or ability to obtain a valid California driver's license and proof of automobile liability insurance as required by the position.

Possession of a Council of American Building Officials (CABO) certification as a Building Official.

Possession of an International Conference of Building Officials (ICBO) certification as a Plans Examiner.

Possession of a PC832 Certificate.

Special Requirements:

Essential duties require the following physical skills and work environment:

Ability to work in a standard office environment including ability to sit, stand, walk, kneel, crouch, stoop, squat, twist, and lift 10 lbs.; ability to travel to different sites and locations.

Effective Date: August 2021



**Development Services Assistant I
Development Services Assistant II
Development Services Assistant III
Class Specification**

**FLSA Designation: Non-Exempt
Effective: 07/2012
Revised: 08/2021**

DEFINITION

Under general supervision (Development Services Assistant I) or direction (Development Services Assistant II and III), assist the public at the Building and Planning service counter; issue Building permits; process Planning applications; to perform a variety of tasks related to gathering, analyzing, and summarizing permit data; and to provide administrative and technical support.

DISTINGUISHING CHARACTERISTICS

Development Services Assistant I: This is the entry level in the class series. Positions at this level usually perform most of the duties required of the positions at the II level, but are not expected to function at the same skill level and usually exercise less independent discretion and judgment in matters related to work procedures and methods. Work is usually supervised while in progress and follows an established methodology, structure, pattern, and policy. Exceptions or changes in procedures are explained in detail as they arise, and require prior approval before changes are effective. Since this class is often used as a training class, employees may have only limited or no directly related work experience.

Development Services Assistant II and III: These are full journey and advanced journey levels in the class series. Positions at the II and III levels are distinguished from the I level by the performance of the full range of duties as assigned, working independently and exercising judgment and initiative. Positions at the II and III levels receive only occasional instruction or assistance as new or unusual situations arise, and are fully aware of the operating procedures and policies of the work unit. Positions in this class series are flexibly staffed and positions at the II level are normally filled by advancement from the I level requiring three years of experience and successful performance. Positions at the III level are normally filled by advancement from the II level requiring three additional years of experience and successful performance. When filled from the outside, the employee is required to have prior related experience which allows the employee to meet the qualification standards for the II and III levels.

SUPERVISION EXERCISED

Development Services Assistant I

Exercises no supervision.

Development Services Assistant II and III

May exercise technical and functional supervision over lower level staff.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Explain engineering, planning, zoning, land use, and subdivision procedures, regulations and policies to customers at the front counter, in the field, by mail, and over the telephone; prepare routine correspondence, memos, reports, and exhibits; assist in plan check coordination including over the counter plan review.

Process forms, building and land use permit applications, and plans necessary for the issuance of development and construction permits; perform minor plan checking, including residential patios, porches, room additions, carports, garages, and tenant improvements.

Assemble information to prepare reports, legal notices, and public presentations; prepare and update departmental maps, charts, graphic designs, displays, records, and files; compile data and assist in the preparation of special studies and environmental reports; accept applications and collect fees and securities for various services; prepare receipts and work orders as necessary; assist with the preparation of meetings; occasionally present projects to commission or approving body.

Respond to inquiries and provide information related to zoning, permit and plan checking procedures, policies, and functions to the public; meet with various City departments' personnel regarding changes in fee schedules; compute and collect required fees.

Review case information and permit applications, plans, and specifications for compliance with applicable codes, standards, and required information; issue permits for projects; calculate and collect fees in accordance with established fee schedules; input permit applications, fee changes and other information into the computer; schedule field inspections; conduct preliminary plan checks.

Respond to inquiries relating to the General Plan, Zoning, development code and other requirements pertaining to development and use of property; process applications for setback adjustments, signs, and other minor planning applications; receive applications for development projects and review for City standards; prepare transmittals describing new planning cases to other departments and various public agencies; prepare various maps, charts, graphs, and transparencies for presentations.

Issue annual fire inspection permits; determine occupancy of business and fees; schedule inspections; enter inspection results into computer and maintain related files; receive and process parking citations; issue truck permits

Maintain building records including worker's compensation and insurance records for contractors, department revenue receipts, monthly building reports to the County Assessor and the State;

verify State Contractor's Licenses for contractors working in the City.

Maintain supplies including permit applications, forms, and related documents; requisition additional supplies as required in accordance with established procedure.

Coordinate final inspection clearances from all departments; determine that all fees have been paid prior to permit issuance and / or occupancy and utility releases.

Process new address or address change notifications and update the parcel book; notify the County Assessor of changes.

Modify the existing computer program to accommodate changes; train new staff on utilization of the computer program related to the processing of permits.

Coordinate and assist with various departments, outside agencies and consultants to process projects and collection of fees.

Serve as administrative support to various committees, commissions, and task forces; prepare, copy, and distribute meeting agendas and related materials, minutes, resolutions, or other formal documents.

Operate a variety of modern office equipment including copiers, computers, office software to generate documents, presentations, and enter/retrieve data and perform calculations, and printers to produce various documents and reports.

Maintain records for issued and expired permits, utility releases, tract and lot finals, warrant requests, audits, inspections, and annual permits.

Assist in coordinating storm Water Pollution Prevention Plan and National Point Discharge Elimination Source regulations.

OTHER JOB RELATED DUTIES

Perform related duties and responsibilities as assigned.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Development Services Assistant I

Knowledge of:

Basic land use planning policies and procedures.

Building, Zoning and Planning codes and regulations.

Municipal code and General Plan

Permit processing and fee structures.

English usage, spelling, grammar, and punctuation.

Basic mathematical principles, and operations.

Principles and practices used in working with the public.

Modern office methods, practices, procedures, and equipment.

Business letter writing and basic report preparation.

Record keeping and reporting procedures.

Basic construction terminology and blueprint reading and plans.

Creation of project presentations to present to government bodies.

Safe driving principles and practices.

Skill to:

Operate modern office equipment including computer equipment and software.

Operate a motor vehicle safely.

Ability to:

Learn Municipal Code and General Plan.

Learn, interpret, and apply pertinent Federal, State, and local laws, codes, and regulations including administrative and department policies and procedures.

Learn building, planning, and zoning codes and regulations.

Learn citation and permit processing and fee structures

Conduct simple inspections and plan checks.

Learn GIS principles and concepts.

Learn to provide information to the public regarding requirements and procedures for obtaining land use entitlements and engineering permits.

Perform mathematical computations.

Compile and maintain complex and extensive records.

Independently prepare correspondence and memoranda.

Respond to requests and inquiries from the public.

Work independently in the absence of supervision.

Communicate clearly and concisely, both verbally and in writing.

Establish, maintain, and foster positive and harmonious working relationships with those contacted during work.

Learn and adapt to different work situations or requirements.

Minimum Qualifications:

Experience:

One (1) year of administrative, public counter support experience, and work in the public sector. Plan review coordination and permit issuance experience is desirable.

Training:

Equivalent to a high school diploma supplemented by college level course work and training in planning, building plan checking, drafting, and public administration.

License or Certificate:

Possession of an appropriate, valid driver's license and insurability at regular rates for the City's automobile insurance.

Special Requirements:

Essential duties require the following physical skills and work environment:

Ability to work in a standard office environment including ability to sit, stand, walk, kneel, crouch, stoop, squat, twist, and lift 10 lbs.; ability to travel to different sites and locations.

Development Services Assistant II and III

In addition to the qualifications for Development Services Assistant I:

Knowledge of:

Municipal Code and General Plan.

GIS principles and concepts.

Ability to:

Interpret and apply rules and regulations for permit issuance.

Provide information to the public regarding requirements and procedures for obtaining land use entitlements and engineering permits.

Perform responsible and difficult administrative work involving the use of independent judgment and personal initiative.

Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.

Minimum Qualifications:

Experience:

Development Services Assistant II

Three years of experience as a Development Services Assistant I.

Development Services Assistant III

Three years of experience as a Development Services Assistant II.

Training:

Equivalent to a high school diploma supplemented by college level course work and training in planning, building Permit Technician methods and over the counter plan checking techniques, drafting, or public administration.

License or Certificate:

Possession of an appropriate, valid driver's license and insurability at regular rates for the City's automobile insurance.

Special Requirements:

Essential duties require the following physical skills and work environment:

Ability to work in a standard office environment including ability to sit, stand, walk, kneel, crouch, stoop, squat, twist, and lift 10 lbs.; ability to travel to different sites and locations.

Effective Date: August 2021



Senior Recreation Coordinator Class Specification

**FLSA Designation: Non-Exempt
Effective: 03/2004
Revised: 08/2021**

DEFINITION

Under general direction, to lead, coordinate, and participate in the work of staff responsible for providing a variety of recreation and community programs, services, and activities; and to perform a variety of technical tasks and professional recreation work relative to assigned area of responsibility.

SUPERVISION EXERCISED

Exercises technical and functional supervision over lower-level staff.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Plan, prioritize, assign, supervise, and review the work of staff responsible for providing community and recreation services and activities.

Participate in the selection of assigned recreation staff; provide or coordinate staff training; work with employees to correct deficiencies.

Promote and enforce safety practices and ensure a safe and legally compliant environment.

Recommend and assist in the implementation of recreation program goals and objectives; establish schedules and methods for providing community and recreation services; implement policies and procedures.

Participate in the preparation and administration of the assigned recreation program budget; submit budget recommendations; monitor expenditures.

Respond to and resolve recreation inquiries and complaints; promote quality customer service to the public.

Evaluate community recreation needs and interests; prepare community surveys; recommend new recreation programs to meet community needs; serve on various department committees.

Monitor the use of City recreation facilities; assist and enforce established rules of facility use.

Research, requisition, purchase, deliver, and issue equipment, supplies, and awards to recreation personnel and participants.

Prepare and deliver effective presentations to civic, social, and business groups; consult with businesses, school officials, social and service groups, and the public regarding programs and facilities.

Prepare for publication a variety of handbooks, manuals, calendars, news releases, flyers, and related communications regarding recreation programs.

Recruit and coordinate volunteers.

Administer and negotiate contracts for funding including negotiating reimbursements under performance based contracting.

Ensure adequate funding for programs; plan and direct fund-raising activities; assist in preparation of grant proposals.

Coordinate fields and gyms for safety, maintenance, and preparation.

Recruit teams, secure facilities, provide insurance and umpires, design and purchase awards, and schedule games.

Serve as liaison with school districts and community and municipal organizations.

Develop clear and concise reports including information for staff reports, analysis of programs, new program proposals, information for grants, and financial reports.

Participate in setting up and taking down of equipment for recreation and special events; transport equipment to and from events.

Solicit contributions toward materials, equipment, and prizes for special events and recreation programs.

OTHER JOB RELATED DUTIES

Perform related duties and responsibilities as assigned.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

Principles of supervision, training, and performance evaluation.

Operations, services, and activities of a comprehensive recreation program.

Policies, procedures, methods, and techniques of recreation program development, administration, and promotion.

Techniques used in public relations.

Marketing theories, principles, and practices and their application to recreation programs; fund raising approaches and practices.

Rules, practices, techniques, and equipment used in recreation activities; safety regulations, rules, and practices.

Pertinent Federal, State, and local laws, codes, and regulations.

Recent developments, current literature, and sources of information related to recreation program planning and administration.

Modern office practices, methods, and computer equipment and software.

Principles and procedures of record keeping and reporting.

Budgeting procedures and techniques; principles of business mathematics and general and municipal accounting principles.

English usage, grammar, spelling, vocabulary, and punctuation.

Techniques for effectively representing the City in contacts with governmental agencies, community groups, various business, professional, educational, and regulatory organizations.

Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and staff.

Safe driving principles and practices.

Skill to:

Operate modern office equipment including computer equipment and software.

Inspect and analyze the safety and appropriateness of recreation operations.

Operate a motor vehicle safely.

Ability to:

Perform advanced recreation program planning, scheduling, and implementation in one or more specialized areas.

Analyze and evaluate community needs and work with community organizations in development of programs.

Supervise, organize, and review the work of lower level personnel.

Select, train, and evaluate staff.

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

Prepare and maintain accurate and complete records.

Prepare clear and concise reports.

Interpret and apply the policies, procedures, laws, and regulations pertaining to recreation programs and functions.

Respond to requests and inquiries from the public; work effectively with city officials, employees, and public; build consensus.

Exercise good judgment, flexibility, creativity, and sensitivity in response to changing situations and needs.

Communicate clearly and concisely, both verbally and in writing.

Establish, maintain, and foster positive and harmonious working relationships with those contacted during work.

Minimum Qualifications:

Experience:

Three (3) years of increasingly responsible experience in coordinating recreation and/or community services programs as a Recreation Coordinator or equivalent.

Training:

Equivalent to a high school diploma supplemented by college level course work in social and/or public services.

License or Certificate:

Possession of an appropriate, valid driver's license and insurability at regular rates for the City's automobile insurance.

Possession of CPR and First Aid Certificates.

Special Requirements:

Essential duties require the following physical skills and work environment:

Ability to work in a standard office environment including ability to sit, stand, walk, run, kneel, crouch, stoop, squat, and lift up to 50 lbs.; exposure to outdoors; ability to travel to different sites and locations; availability for irregular work schedule.

Working Conditions:

May be required to work a varied schedule of hours, which may include early mornings, evenings, weekends, and holidays, at a variety of City facilities.

Effective Date: August 2021

Exhibit "F"

CITY OF PERRIS SALARY RANGE PLACEMENT SCHEDULE (NON MANAGEMENT ONLY)					Annual Adjustment (MOU INCREASE)		
APPROXIMATELY 2.5% BETWEEN RANGES FIVE STEPS; APPROXIMATELY 5% BETWEEN STEPS APPROXIMATELY 20% BETWEEN SALARY MINIMUM AND MAXIMUM					2.00%		
STARTING FIRST FULL PAY PERIOD AFTER JULY 1, 2020 Fiscal Year 2020-2021 - WITH 2% MOU INCREASE							
Range #	Recommended Title	Pay Period	Step A	Step B	Step C	Step D	Step E
15		Hourly	\$11,330.3	\$11,896.9	\$12,491.7	\$13,116.3	\$13,772.2
		Bi-weekly	\$906.43	\$951.75	\$999.34	\$1,049.31	\$1,101.78
		Monthly	\$1,964	\$2,062	\$2,165	\$2,274	\$2,387
		Annual	\$23,567.12	\$24,745.57	\$25,982.79	\$27,282.01	\$28,646.16
16	Intern I (High School)	Hourly	\$11,613.6	\$12,194.4	\$12,804.0	\$13,443.3	\$14,116.5
		Bi-weekly	\$929.09	\$975.55	\$1,024.32	\$1,075.54	\$1,129.32
		Monthly	\$2,013	\$2,114	\$2,219	\$2,330	\$2,447
		Annual	\$24,156.35	\$25,364.34	\$26,632.40	\$27,964.08	\$29,362.32
17		Hourly	\$11,903.9	\$12,499.2	\$13,124.2	\$13,780.3	\$14,469.4
		Bi-weekly	\$952.31	\$999.94	\$1,049.93	\$1,102.42	\$1,157.55
		Monthly	\$2,063	\$2,167	\$2,275	\$2,389	\$2,508
		Annual	\$24,760.18	\$25,998.37	\$27,298.24	\$28,663.04	\$30,096.34
18		Hourly	\$12,201.6	\$12,811.7	\$13,452.2	\$14,124.9	\$14,831.2
		Bi-weekly	\$976.13	\$1,024.93	\$1,076.18	\$1,129.99	\$1,186.49
		Monthly	\$2,115	\$2,221	\$2,332	\$2,448	\$2,571
		Annual	\$25,379.28	\$26,648.30	\$27,980.64	\$29,379.85	\$30,848.86
19		Hourly	\$12,506.6	\$13,132.0	\$13,788.6	\$14,478.0	\$15,201.9
		Bi-weekly	\$1,000.52	\$1,050.56	\$1,103.09	\$1,158.24	\$1,216.15
		Monthly	\$2,168	\$2,276	\$2,390	\$2,510	\$2,635
		Annual	\$26,013.63	\$27,314.47	\$28,680.24	\$30,114.19	\$31,619.88
20		Hourly	\$12,819.3	\$13,460.2	\$14,133.2	\$14,839.9	\$15,581.9
		Bi-weekly	\$1,025.55	\$1,076.82	\$1,130.66	\$1,187.19	\$1,246.55
		Monthly	\$2,222	\$2,333	\$2,450	\$2,572	\$2,701
		Annual	\$26,664.21	\$27,997.20	\$29,397.06	\$30,867.04	\$32,410.39
21		Hourly	\$13,139.8	\$13,796.7	\$14,486.6	\$15,210.9	\$15,971.5
		Bi-weekly	\$1,051.18	\$1,103.74	\$1,158.92	\$1,216.87	\$1,277.72
		Monthly	\$2,278	\$2,391	\$2,511	\$2,637	\$2,768
		Annual	\$27,330.70	\$28,697.13	\$30,132.05	\$31,638.71	\$33,220.70
22		Hourly	\$13,468.3	\$14,141.6	\$14,848.8	\$15,591.1	\$16,370.7
		Bi-weekly	\$1,077.46	\$1,131.33	\$1,187.91	\$1,247.29	\$1,309.66
		Monthly	\$2,335	\$2,451	\$2,574	\$2,702	\$2,838
		Annual	\$28,014.08	\$29,414.59	\$30,885.54	\$32,429.54	\$34,051.13
23		Hourly	\$13,805.0	\$14,495.3	\$15,220.0	\$15,981.0	\$16,780.0
		Bi-weekly	\$1,104.40	\$1,159.62	\$1,217.60	\$1,278.48	\$1,342.40
		Monthly	\$2,393	\$2,513	\$2,638	\$2,770	\$2,909
		Annual	\$28,714.33	\$30,150.23	\$31,657.54	\$33,240.50	\$34,902.35
24	Program Aide Recreation Leader I Intern II (Bachelor's)	Hourly	\$14,150.1	\$14,857.6	\$15,600.5	\$16,380.6	\$17,199.5
		Bi-weekly	\$1,132.00	\$1,188.60	\$1,248.04	\$1,310.45	\$1,375.96
		Monthly	\$2,453	\$2,575	\$2,704	\$2,839	\$2,981
		Annual	\$29,432.12	\$30,903.72	\$32,449.02	\$34,071.59	\$35,774.99
25		Hourly	\$14,503.9	\$15,229.0	\$15,990.5	\$16,790.0	\$17,629.5
		Bi-weekly	\$1,160.31	\$1,218.32	\$1,279.24	\$1,343.20	\$1,410.36
		Monthly	\$2,514	\$2,640	\$2,772	\$2,910	\$3,056
		Annual	\$30,168.08	\$31,676.37	\$33,260.30	\$34,923.13	\$36,669.38

CITY OF PERRIS
SALARY RANGE PLACEMENT SCHEDULE (NON MANAGEMENT ONLY)

Annual Adjustment
(MOU INCREASE) **2.00%**

APPROXIMATELY 2.5% BETWEEN RANGES
FIVE STEPS; APPROXIMATELY 5% BETWEEN STEPS
APPROXIMATELY 20% BETWEEN SALARY MINIMUM AND MAXIMUM

STARTING FIRST FULL PAY PERIOD AFTER JULY 1, 2020
Fiscal Year 2020-2021 - WITH 2% MOU INCREASE

Range #	Recommended Title	Pay Period	Step A	Step B	Step C	Step D	Step E
26		Hourly	\$14.8665	\$15.6097	\$16.3902	\$17.2098	\$18.0703
		Bi-weekly	\$1,189.32	\$1,248.78	\$1,311.22	\$1,376.79	\$1,445.62
		Monthly	\$2,577	\$2,706	\$2,841	\$2,983	\$3,132
		Annual	\$30,922.23	\$32,468.18	\$34,091.72	\$35,796.41	\$37,586.17
27		Hourly	\$15.2381	\$16.0001	\$16.8000	\$17.6400	\$18.5220
		Bi-weekly	\$1,219.05	\$1,280.00	\$1,344.00	\$1,411.20	\$1,481.76
		Monthly	\$2,641	\$2,773	\$2,912	\$3,058	\$3,210
		Annual	\$31,695.20	\$33,280.11	\$34,943.90	\$36,691.13	\$38,525.69
28	Recreation Leader II Intern III (Master's) Park Ambassador	Hourly	\$15.6191	\$16.4001	\$17.2200	\$18.0810	\$18.9850
		Bi-weekly	\$1,249.53	\$1,312.01	\$1,377.60	\$1,446.48	\$1,518.80
		Monthly	\$2,707	\$2,843	\$2,985	\$3,134	\$3,291
		Annual	\$32,487.65	\$34,112.17	\$35,817.52	\$37,608.57	\$39,488.90
29		Hourly	\$16.0096	\$16.8099	\$17.6506	\$18.5330	\$19.4597
		Bi-weekly	\$1,280.77	\$1,344.80	\$1,412.05	\$1,482.64	\$1,556.77
		Monthly	\$2,775	\$2,914	\$3,059	\$3,212	\$3,373
		Annual	\$33,299.91	\$34,964.68	\$36,713.21	\$38,548.74	\$40,476.14
30		Hourly	\$16.4098	\$17.2303	\$18.0918	\$18.9964	\$19.9462
		Bi-weekly	\$1,312.78	\$1,378.42	\$1,447.35	\$1,519.72	\$1,595.69
		Monthly	\$2,844	\$2,987	\$3,136	\$3,293	\$3,457
		Annual	\$34,132.30	\$35,838.94	\$37,630.97	\$39,512.60	\$41,488.05
31		Hourly	\$16.8201	\$17.6610	\$18.5441	\$19.4712	\$20.4448
		Bi-weekly	\$1,345.61	\$1,412.88	\$1,483.53	\$1,557.70	\$1,635.59
		Monthly	\$2,915	\$3,061	\$3,214	\$3,375	\$3,544
		Annual	\$34,985.78	\$36,734.96	\$38,571.79	\$40,500.16	\$42,525.29
32		Hourly	\$17.2406	\$18.1026	\$19.0077	\$19.9580	\$20.9560
		Bi-weekly	\$1,379.24	\$1,448.21	\$1,520.61	\$1,596.64	\$1,676.48
		Monthly	\$2,988	\$3,138	\$3,295	\$3,459	\$3,632
		Annual	\$35,860.37	\$37,653.37	\$39,535.97	\$41,512.72	\$43,588.49
33		Hourly	\$17.6715	\$18.5551	\$19.4829	\$20.4570	\$21.4798
		Bi-weekly	\$1,413.72	\$1,484.40	\$1,558.64	\$1,636.56	\$1,718.38
		Monthly	\$3,063	\$3,216	\$3,377	\$3,546	\$3,723
		Annual	\$36,756.71	\$38,594.51	\$40,524.51	\$42,550.61	\$44,677.99
34	Custodian	Hourly	\$18.1134	\$19.0189	\$19.9699	\$20.9685	\$22.0169
		Bi-weekly	\$1,449.07	\$1,521.51	\$1,597.59	\$1,677.48	\$1,761.35
		Monthly	\$3,140	\$3,297	\$3,461	\$3,635	\$3,816
		Annual	\$37,675.77	\$39,559.35	\$41,537.40	\$43,614.46	\$45,795.09
35		Hourly	\$18.5661	\$19.4945	\$20.4692	\$21.4926	\$22.5674
		Bi-weekly	\$1,485.29	\$1,559.56	\$1,637.54	\$1,719.41	\$1,805.39
		Monthly	\$3,218	\$3,379	\$3,548	\$3,725	\$3,912
		Annual	\$38,617.56	\$40,548.54	\$42,575.93	\$44,704.61	\$46,940.10
36		Hourly	\$19.0303	\$19.9818	\$20.9810	\$22.0300	\$23.1314
		Bi-weekly	\$1,522.42	\$1,598.54	\$1,678.48	\$1,762.40	\$1,850.51
		Monthly	\$3,299	\$3,464	\$3,637	\$3,819	\$4,009
		Annual	\$39,583.05	\$41,562.07	\$43,640.43	\$45,822.36	\$48,113.36

CITY OF PERRIS	Annual Adjustment (MOU INCREASE)
SALARY RANGE PLACEMENT SCHEDULE (NON MANAGEMENT ONLY)	2.00%

APPROXIMATELY 2.5% BETWEEN RANGES
 FIVE STEPS; APPROXIMATELY 5% BETWEEN STEPS
 APPROXIMATELY 20% BETWEEN SALARY MINIMUM AND MAXIMUM

STARTING FIRST FULL PAY PERIOD AFTER JULY 1, 2020
Fiscal Year 2020-2021 - WITH 2% MOU INCREASE

Range #	Recommended Title	Pay Period	Step A	Step B	Step C	Step D	Step E
37		Hourly	\$19,506.00	\$20,481.40	\$21,505.40	\$22,580.80	\$23,709.70
		Bi-weekly	\$1,560.48	\$1,638.51	\$1,720.43	\$1,806.46	\$1,896.78
		Monthly	\$3,381	\$3,550	\$3,728	\$3,914	\$4,110
		Annual	\$40,572.56	\$42,601.25	\$44,731.23	\$46,968.02	\$49,316.16
38		Hourly	\$19,993.80	\$20,993.50	\$22,043.10	\$23,145.20	\$24,302.50
		Bi-weekly	\$1,599.50	\$1,679.48	\$1,763.45	\$1,851.61	\$1,944.20
		Monthly	\$3,466	\$3,639	\$3,821	\$4,012	\$4,212
		Annual	\$41,587.07	\$43,666.41	\$45,849.63	\$48,141.93	\$50,549.16
39		Hourly	\$20,493.50	\$21,518.20	\$22,594.20	\$23,723.90	\$24,910.10
		Bi-weekly	\$1,639.48	\$1,721.46	\$1,807.54	\$1,897.91	\$1,992.81
		Monthly	\$3,552	\$3,730	\$3,916	\$4,112	\$4,318
		Annual	\$42,626.57	\$44,757.85	\$46,995.94	\$49,345.71	\$51,812.99
40	Administrative Clerk Help Desk Assistant Maintenance Worker I Public Information Assistant	Hourly	\$21,006.00	\$22,056.20	\$23,159.10	\$24,317.00	\$25,532.80
		Bi-weekly	\$1,680.48	\$1,764.50	\$1,852.72	\$1,945.36	\$2,042.63
		Monthly	\$3,641	\$3,823	\$4,014	\$4,215	\$4,426
		Annual	\$43,692.38	\$45,876.90	\$48,170.82	\$50,579.35	\$53,108.32
41	Accounting Assistant	Hourly	\$21,531.00	\$22,607.60	\$23,737.90	\$24,924.90	\$26,171.00
		Bi-weekly	\$1,722.48	\$1,808.61	\$1,899.04	\$1,993.99	\$2,093.68
		Monthly	\$3,732	\$3,919	\$4,115	\$4,320	\$4,536
		Annual	\$44,784.48	\$47,023.86	\$49,374.92	\$51,843.83	\$54,435.78
42	Animal Control Officer I Community Development Technician I Water Maintenance Worker I	Hourly	\$22,069.30	\$23,172.80	\$24,331.50	\$25,548.00	\$26,825.30
		Bi-weekly	\$1,765.54	\$1,853.82	\$1,946.52	\$2,043.84	\$2,146.03
		Monthly	\$3,825	\$4,017	\$4,217	\$4,428	\$4,650
		Annual	\$45,904.17	\$48,199.39	\$50,609.54	\$53,139.81	\$55,796.68
43	Accounting Specialist I	Hourly	\$22,621.00	\$23,752.10	\$24,939.70	\$26,186.70	\$27,496.00
		Bi-weekly	\$1,809.68	\$1,900.17	\$1,995.18	\$2,094.93	\$2,199.68
		Monthly	\$3,921	\$4,117	\$4,323	\$4,539	\$4,766
		Annual	\$47,051.78	\$49,404.47	\$51,874.67	\$54,468.25	\$57,191.67
44	Administrative Technician I Development Services Assistant I Maintenance Worker II Program Assistant	Hourly	\$23,186.50	\$24,345.90	\$25,563.30	\$26,841.40	\$28,183.40
		Bi-weekly	\$1,854.92	\$1,947.67	\$2,045.06	\$2,147.31	\$2,254.67
		Monthly	\$4,019	\$4,220	\$4,431	\$4,653	\$4,885
		Annual	\$48,227.96	\$50,639.41	\$53,171.62	\$55,830.12	\$58,621.40
45		Hourly	\$23,766.20	\$24,954.60	\$26,202.30	\$27,512.40	\$28,888.10
		Bi-weekly	\$1,901.30	\$1,996.37	\$2,096.18	\$2,200.99	\$2,311.04
		Monthly	\$4,119	\$4,325	\$4,542	\$4,769	\$5,007
		Annual	\$49,433.68	\$51,905.52	\$54,500.71	\$57,225.76	\$60,087.16
46	Animal Control Officer II Community Development Technician II Water Maintenance Worker II	Hourly	\$24,360.40	\$25,578.40	\$26,857.30	\$28,200.20	\$29,610.20
		Bi-weekly	\$1,948.83	\$2,046.27	\$2,148.59	\$2,256.02	\$2,368.82
		Monthly	\$4,222	\$4,434	\$4,655	\$4,888	\$5,132
		Annual	\$50,669.60	\$53,203.11	\$55,863.24	\$58,656.46	\$61,589.29
47	Accounting Specialist II Business License Specialist	Hourly	\$24,969.40	\$26,217.90	\$27,528.80	\$28,905.20	\$30,350.50
		Bi-weekly	\$1,997.55	\$2,097.43	\$2,202.30	\$2,312.42	\$2,428.04
		Monthly	\$4,328	\$4,544	\$4,772	\$5,010	\$5,261
		Annual	\$51,936.36	\$54,533.17	\$57,259.85	\$60,122.87	\$63,129.07

CITY OF PERRIS
SALARY RANGE PLACEMENT SCHEDULE (NON MANAGEMENT ONLY)

Annual Adjustment
(MOU INCREASE) 2.00%

APPROXIMATELY 2.5% BETWEEN RANGES
 FIVE STEPS; APPROXIMATELY 5% BETWEEN STEPS
 APPROXIMATELY 20% BETWEEN SALARY MINIMUM AND MAXIMUM

STARTING FIRST FULL PAY PERIOD AFTER JULY 1, 2020
 Fiscal Year 2020-2021 - WITH 2% MOU INCREASE

Range #	Recommended Title	Pay Period	Step A	Step B	Step C	Step D	Step E
48	Administrative Technician II	Hourly	\$25.5937	\$26.8734	\$28.2171	\$29.6279	\$31.1092
	Building Technician I	Bi-weekly	\$2,047.50	\$2,149.87	\$2,257.37	\$2,370.23	\$2,488.74
	Development Services Assistant II	Monthly	\$4,436	\$4,658	\$4,891	\$5,135	\$5,392
	Maintenance Worker III	Annual	\$53,234.93	\$55,896.67	\$58,691.52	\$61,625.97	\$64,707.15
49		Hourly	\$26.2335	\$27.5452	\$28.9224	\$30.3686	\$31.8869
		Bi-weekly	\$2,098.68	\$2,203.61	\$2,313.79	\$2,429.49	\$2,550.96
		Monthly	\$4,547	\$4,774	\$5,013	\$5,264	\$5,527
		Annual	\$54,565.64	\$57,293.94	\$60,158.58	\$63,166.72	\$66,324.85
50	Animal Control Officer III	Hourly	\$26.8893	\$28.2338	\$29.6455	\$31.1278	\$32.6842
	Community Development Technician III	Bi-weekly	\$2,151.15	\$2,258.70	\$2,371.64	\$2,490.22	\$2,614.74
	Health Educator	Monthly	\$4,661	\$4,894	\$5,139	\$5,395	\$5,665
	Human Resources Technician I	Annual	\$55,929.79	\$58,726.26	\$61,662.65	\$64,745.79	\$67,983.13
	Recreation Coordinator						
	Senior Center Coordinator						
51	Accounting Specialist III	Hourly	\$27.5615	\$28.9396	\$30.3866	\$31.9060	\$33.5013
	Assessment District Specialist	Bi-weekly	\$2,204.92	\$2,315.17	\$2,430.93	\$2,552.48	\$2,680.10
		Monthly	\$4,777	\$5,016	\$5,267	\$5,530	\$5,807
		Annual	\$57,328.02	\$60,194.30	\$63,204.06	\$66,364.46	\$69,682.63
52	Administrative Technician III	Hourly	\$28.2506	\$29.6631	\$31.1464	\$32.7035	\$34.3388
	Building Technician II	Bi-weekly	\$2,260.05	\$2,373.05	\$2,491.71	\$2,616.28	\$2,747.10
	Code Compliance Officer I	Monthly	\$4,897	\$5,142	\$5,399	\$5,669	\$5,952
	Development Services Assistant III	Annual	\$58,761.32	\$61,699.34	\$64,784.42	\$68,023.38	\$71,424.66
	Facilities Maintenance Specialist						
	Landscape Maintenance District Inspector						
	Mechanic						
53		Hourly	\$28.9569	\$30.4047	\$31.9249	\$33.5212	\$35.1972
		Bi-weekly	\$2,316.55	\$2,432.37	\$2,553.99	\$2,681.70	\$2,815.78
		Monthly	\$5,019	\$5,270	\$5,534	\$5,810	\$6,101
		Annual	\$60,230.33	\$63,241.72	\$66,403.74	\$69,724.18	\$73,210.20
54	Human Resources Technician II	Hourly	\$29.6808	\$31.1648	\$32.7231	\$34.3592	\$36.0772
	Lead Water Maintenance Worker	Bi-weekly	\$2,374.46	\$2,493.18	\$2,617.84	\$2,748.74	\$2,886.17
	Recreation Supervisor I	Monthly	\$5,145	\$5,402	\$5,672	\$5,956	\$6,253
	Senior Animal Control Officer	Annual	\$61,736.02	\$64,822.73	\$68,063.96	\$71,467.19	\$75,040.54
55	Management Assistant	Hourly	\$30.4228	\$31.9439	\$33.5412	\$35.2183	\$36.9792
	Senior Accounting Specialist	Bi-weekly	\$2,433.82	\$2,555.51	\$2,683.30	\$2,817.46	\$2,958.33
	Special Districts Inspector	Monthly	\$5,273	\$5,537	\$5,814	\$6,105	\$6,410
		Annual	\$63,279.38	\$66,443.34	\$69,765.74	\$73,254.03	\$76,916.65
56	Building Technician III	Hourly	\$31.1833	\$32.7426	\$34.3797	\$36.0987	\$37.9036
	Code Compliance Officer II	Bi-weekly	\$2,494.67	\$2,619.41	\$2,750.37	\$2,887.90	\$3,032.29
	Facilities Coordinator	Monthly	\$5,405	\$5,675	\$5,959	\$6,257	\$6,570
	Senior Administrative Assistant	Annual	\$64,861.36	\$68,104.54	\$71,509.72	\$75,085.34	\$78,839.51
	Senior Mechanic						
	Senior Recreation Coordinator						

CITY OF PERRIS
SALARY RANGE PLACEMENT SCHEDULE (NON MANAGEMENT ONLY)

**Annual Adjustment
(MOU INCREASE) 2.00%**

**APPROXIMATELY 2.5% BETWEEN RANGES
FIVE STEPS; APPROXIMATELY 5% BETWEEN STEPS
APPROXIMATELY 20% BETWEEN SALARY MINIMUM AND MAXIMUM**

**STARTING FIRST FULL PAY PERIOD AFTER JULY 1, 2020
Fiscal Year 2020-2021 - WITH 2% MOU INCREASE**

Range #	Recommended Title	Pay Period	Step A	Step B	Step C	Step D	Step E
57		Hourly	\$31,963.00	\$33,561.00	\$35,239.20	\$37,001.20	\$38,851.20
		Bi-weekly	\$2,557.04	\$2,684.88	\$2,819.14	\$2,960.09	\$3,108.09
		Monthly	\$5,540	\$5,817	\$6,108	\$6,414	\$6,734
		Annual	\$66,482.95	\$69,806.97	\$73,297.53	\$76,962.42	\$80,810.41
58	Accountant I	Hourly	\$32,762.10	\$34,400.10	\$36,120.10	\$37,926.10	\$39,822.40
	Audiovisual Specialist	Bi-weekly	\$2,620.97	\$2,752.01	\$2,889.61	\$3,034.09	\$3,185.79
	Combination Inspector I	Monthly	\$5,679	\$5,963	\$6,261	\$6,574	\$6,903
	Human Resources Technician III	Annual	\$68,145.12	\$71,552.25	\$75,129.81	\$78,886.25	\$82,830.66
	Information Technology Support Technician						
	NPDES Coordinator Recreation Supervisor II						
59	Parks Crew Leader	Hourly	\$33,581.00	\$35,260.10	\$37,023.20	\$38,874.30	\$40,818.10
	Public Works Crew Leader	Bi-weekly	\$2,686.48	\$2,820.81	\$2,961.85	\$3,109.94	\$3,265.44
		Monthly	\$5,821	\$6,112	\$6,417	\$6,738	\$7,075
		Annual	\$69,848.52	\$73,341.03	\$77,008.20	\$80,858.46	\$84,901.56
60	Code Compliance Officer III	Hourly	\$34,420.60	\$36,141.60	\$37,948.70	\$39,846.20	\$41,838.50
	Fire Prevention Inspector	Bi-weekly	\$2,753.65	\$2,891.33	\$3,035.90	\$3,187.69	\$3,347.08
		Monthly	\$5,966	\$6,265	\$6,578	\$6,907	\$7,252
		Annual	\$71,594.78	\$75,174.61	\$78,933.33	\$82,880.01	\$87,024.08
61	Assistant Planner	Hourly	\$35,281.20	\$37,045.20	\$38,897.50	\$40,842.30	\$42,884.40
	Project Coordinator	Bi-weekly	\$2,822.49	\$2,963.61	\$3,111.80	\$3,267.38	\$3,430.75
		Monthly	\$6,115	\$6,421	\$6,742	\$7,079	\$7,433
		Annual	\$73,384.86	\$77,053.97	\$80,906.83	\$84,951.88	\$89,199.51
62	Accountant II	Hourly	\$36,163.20	\$37,971.30	\$39,869.90	\$41,863.30	\$43,956.50
	Combination Inspector II	Bi-weekly	\$2,893.05	\$3,037.71	\$3,189.59	\$3,349.07	\$3,516.52
	Deputy City Clerk	Monthly	\$6,268	\$6,582	\$6,911	\$7,256	\$7,619
	Human Resources Analyst	Annual	\$75,219.41	\$78,980.40	\$82,929.36	\$87,075.69	\$91,429.48
	Management Analyst Special Districts Coordinator						
63	Assistant City Clerk	Hourly	\$37,067.20	\$38,920.60	\$40,866.60	\$42,910.00	\$45,055.40
	Construction Manager	Bi-weekly	\$2,965.37	\$3,113.65	\$3,269.33	\$3,432.80	\$3,604.43
	Executive Assistant	Monthly	\$6,425	\$6,746	\$7,084	\$7,438	\$7,810
		Annual	\$77,099.74	\$80,954.88	\$85,002.52	\$89,252.75	\$93,715.29
64		Hourly	\$37,994.00	\$39,893.60	\$41,888.30	\$43,982.70	\$46,181.80
		Bi-weekly	\$3,039.52	\$3,191.49	\$3,351.06	\$3,518.62	\$3,694.55
		Monthly	\$6,586	\$6,915	\$7,261	\$7,624	\$8,005
		Annual	\$79,027.47	\$82,978.70	\$87,127.64	\$91,484.02	\$96,058.24
65	Associate Planner	Hourly	\$38,943.70	\$40,890.90	\$42,935.60	\$45,082.30	\$47,336.40
	Plans Examiner	Bi-weekly	\$3,115.50	\$3,271.28	\$3,434.85	\$3,606.58	\$3,786.91
	Project Manager	Monthly	\$6,750	\$7,088	\$7,442	\$7,814	\$8,205
	Public Information Officer	Annual	\$81,002.93	\$85,053.17	\$89,305.99	\$93,771.13	\$98,459.62
	Senior Code Compliance Officer						

Exhibit "G"

CITY OF PERRIS		Annual Adjustment (MOU INCREASE)					
SALARY RANGE PLACEMENT SCHEDULE (MANAGEMENT ONLY)		2.00%					
APPROXIMATELY 2.5% BETWEEN RANGES FIVE STEPS; APPROXIMATELY 5% BETWEEN STEPS APPROXIMATELY 20% BETWEEN SALARY MINIMUM AND MAXIMUM STARTING FIRST FULL PAY PERIOD AFTER JULY 1, 2020 Fiscal Year 2020-2021 - WITH 2% MOU INCREASE							
Range #	Recommended Title	Pay Period	Step A	Step B	Step C	Step D	Step E
63	Community Services Supervisor	Hourly	\$36,920.6	\$38,766.7	\$40,704.9	\$42,740.2	\$44,877.2
	Information Technology Supervisor	Bi-weekly	\$2,953.64	\$3,101.33	\$3,256.40	\$3,419.22	\$3,590.18
	Parks Supervisor	Monthly	\$6,400	\$6,720	\$7,056	\$7,408	\$7,779
	Public Health Supervisor	Annual	\$76,795	\$80,635	\$84,666	\$88,900	\$93,345
	Public Works Supervisor						
	Operations Supervisor						
	Special Districts Supervisor						
70	Accounting Supervisor	Hourly	\$43,887.1	\$46,081.4	\$48,385.5	\$50,804.8	\$53,345.0
		Bi-weekly	\$3,510.97	\$3,686.51	\$3,870.84	\$4,064.38	\$4,267.60
		Monthly	\$7,607	\$7,987	\$8,387	\$8,806	\$9,246
		Annual	\$91,285	\$95,849	\$100,642	\$105,674	\$110,958
71		Hourly	\$44,984.2	\$47,233.4	\$49,595.1	\$52,074.9	\$54,678.5
		Bi-weekly	\$3,598.73	\$3,778.67	\$3,967.61	\$4,165.99	\$4,374.28
		Monthly	\$7,797	\$8,187	\$8,596	\$9,026	\$9,478
		Annual	\$93,567	\$98,245	\$103,158	\$108,316	\$113,731
72	Code Compliance Supervisor Counter Services Supervisor Human Resources and Risk Supervisor Principal Management Analyst	Hourly	\$46,108.8	\$48,414.2	\$50,834.9	\$53,376.7	\$56,045.5
		Bi-weekly	\$3,688.70	\$3,873.14	\$4,066.79	\$4,270.14	\$4,483.64
		Monthly	\$7,992	\$8,392	\$8,811	\$9,252	\$9,715
		Annual	\$95,906	\$100,702	\$105,737	\$111,024	\$116,575
73	Principal Planner	Hourly	\$47,261.5	\$49,624.5	\$52,105.8	\$54,711.0	\$57,446.7
		Bi-weekly	\$3,780.92	\$3,969.96	\$4,168.47	\$4,376.88	\$4,595.73
		Monthly	\$8,192	\$8,602	\$9,032	\$9,483	\$9,957
		Annual	\$98,304	\$103,219	\$108,380	\$113,799	\$119,489
74		Hourly	\$48,443.0	\$50,865.2	\$53,408.4	\$56,078.9	\$58,882.8
		Bi-weekly	\$3,875.44	\$4,069.22	\$4,272.67	\$4,486.31	\$4,710.63
		Monthly	\$8,397	\$8,817	\$9,257	\$9,720	\$10,206
		Annual	\$100,761	\$105,800	\$111,090	\$116,644	\$122,476
75		Hourly	\$49,654.0	\$52,136.8	\$54,743.7	\$57,480.9	\$60,354.9
		Bi-weekly	\$3,972.32	\$4,170.94	\$4,379.49	\$4,598.47	\$4,828.39
		Monthly	\$8,607	\$9,037	\$9,489	\$9,963	\$10,462
		Annual	\$103,280	\$108,444	\$113,867	\$119,560	\$125,538
76		Hourly	\$50,895.4	\$53,440.3	\$56,112.2	\$58,917.8	\$61,863.8
		Bi-weekly	\$4,071.63	\$4,275.22	\$4,488.98	\$4,713.42	\$4,949.10
		Monthly	\$8,822	\$9,263	\$9,726	\$10,212	\$10,723
		Annual	\$105,862	\$111,156	\$116,713	\$122,549	\$128,677
77		Hourly	\$52,167.8	\$54,776.3	\$57,515.1	\$60,390.8	\$63,410.3
		Bi-weekly	\$4,173.43	\$4,382.11	\$4,601.21	\$4,831.26	\$5,072.83
		Monthly	\$9,042	\$9,495	\$9,969	\$10,468	\$10,991
		Annual	\$108,509	\$113,935	\$119,631	\$125,613	\$131,893

CITY OF PERRIS

SALARY RANGE PLACEMENT SCHEDULE (MANAGEMENT ONLY)

Annual Adjustment
(MOU INCREASE)

2.00%

APPROXIMATELY 2.5% BETWEEN RANGES
FIVE STEPS; APPROXIMATELY 5% BETWEEN STEPS
APPROXIMATELY 20% BETWEEN SALARY MINIMUM AND MAXIMUM

STARTING FIRST FULL PAY PERIOD AFTER JULY 1, 2020

Fiscal Year 2020-2021 - WITH 2% MOU INCREASE

Range #	Recommended Title	Pay Period	Step A	Step B	Step C	Step D	Step E
78		Hourly	\$53,472.00	\$56,145.80	\$58,952.90	\$61,900.60	\$64,995.50
		Bi-weekly	\$4,277.76	\$4,491.65	\$4,716.24	\$4,952.05	\$5,199.64
		Monthly	\$9,268	\$9,732	\$10,219	\$10,729	\$11,266
		Annual	\$111,222	\$116,783	\$122,622	\$128,753	\$135,191
79		Hourly	\$54,808.80	\$57,549.30	\$60,426.70	\$63,448.10	\$66,620.60
		Bi-weekly	\$4,384.71	\$4,603.94	\$4,834.14	\$5,075.85	\$5,329.65
		Monthly	\$9,500	\$9,975	\$10,474	\$10,998	\$11,548
		Annual	\$114,002	\$119,703	\$125,688	\$131,972	\$138,571
80	Building Official	Hourly	\$56,179.10	\$58,988.10	\$61,937.50	\$65,034.30	\$68,286.00
	Building and Safety Manager	Bi-weekly	\$4,494.32	\$4,719.05	\$4,955.00	\$5,202.74	\$5,462.88
	Capital Improvement Project Manager	Monthly	\$9,738	\$10,225	\$10,736	\$11,273	\$11,836
	Community Services Manager	Annual	\$116,852	\$122,695	\$128,830	\$135,271	\$142,035
	Economic Development and Housing Manager						
	Finance Manager						
	Human Resources and Risk Manager						
	Information Technology Manager						
	Code Enforcement Manager						
	Parks Services Manager						
	Planning Manager						
	Public Works Manager						
Water System Superintendent							
81		Hourly	\$57,583.50	\$60,462.80	\$63,485.90	\$66,660.20	\$69,993.10
		Bi-weekly	\$4,606.68	\$4,837.02	\$5,078.87	\$5,332.82	\$5,599.45
		Monthly	\$9,981	\$10,480	\$11,004	\$11,554	\$12,132
		Annual	\$119,774	\$125,763	\$132,051	\$138,653	\$145,586
82		Hourly	\$59,023.20	\$61,974.30	\$65,073.00	\$68,326.60	\$71,743.00
		Bi-weekly	\$4,721.86	\$4,957.95	\$5,205.84	\$5,466.13	\$5,739.44
		Monthly	\$10,231	\$10,742	\$11,279	\$11,843	\$12,435
		Annual	\$122,768	\$128,907	\$135,352	\$142,119	\$149,225
83		Hourly	\$60,498.70	\$63,523.60	\$66,699.90	\$70,034.80	\$73,536.60
		Bi-weekly	\$4,839.89	\$5,081.89	\$5,335.99	\$5,602.78	\$5,882.93
		Monthly	\$10,486	\$11,011	\$11,561	\$12,139	\$12,746
		Annual	\$125,837	\$132,129	\$138,736	\$145,672	\$152,956
84		Hourly	\$62,011.20	\$65,111.70	\$68,367.30	\$71,785.80	\$75,375.00
		Bi-weekly	\$4,960.89	\$5,208.93	\$5,469.39	\$5,742.86	\$6,030.00
		Monthly	\$10,749	\$11,286	\$11,850	\$12,443	\$13,065
		Annual	\$128,983	\$135,432	\$142,204	\$149,314	\$156,780
85		Hourly	\$63,561.40	\$66,739.50	\$70,076.50	\$73,580.40	\$77,259.40
		Bi-weekly	\$5,084.91	\$5,339.16	\$5,606.12	\$5,886.43	\$6,180.75
		Monthly	\$11,017	\$11,568	\$12,147	\$12,754	\$13,392
		Annual	\$132,208	\$138,818	\$145,759	\$153,047	\$160,700
86	Chief Information Officer	Hourly	\$65,150.50	\$68,408.10	\$71,828.40	\$75,419.80	\$79,190.80
		Bi-weekly	\$5,212.04	\$5,472.65	\$5,746.27	\$6,033.59	\$6,335.27
		Monthly	\$11,293	\$11,857	\$12,450	\$13,073	\$13,726
		Annual	\$135,513	\$142,289	\$149,403	\$156,873	\$164,717

CITY OF PERRIS

SALARY RANGE PLACEMENT SCHEDULE (MANAGEMENT ONLY)

Annual Adjustment
(MOU INCREASE) **2.00%**

APPROXIMATELY 2.5% BETWEEN RANGES
FIVE STEPS; APPROXIMATELY 5% BETWEEN STEPS
APPROXIMATELY 20% BETWEEN SALARY MINIMUM AND MAXIMUM

STARTING FIRST FULL PAY PERIOD AFTER JULY 1, 2020
Fiscal Year 2020-2021 - WITH 2% MOU INCREASE

Range #	Recommended Title	Pay Period	Step A	Step B	Step C	Step D	Step E
87		Hourly	\$66,779.3	\$70,118.3	\$73,624.1	\$77,305.4	\$81,170.6
		Bi-weekly	\$5,342.34	\$5,609.46	\$5,889.93	\$6,184.43	\$6,493.65
		Monthly	\$11,575	\$12,154	\$12,762	\$13,400	\$14,070
		Annual	\$138,901	\$145,846	\$153,138	\$160,795	\$168,835
88		Hourly	\$68,448.8	\$71,871.1	\$75,464.7	\$79,237.9	\$83,199.9
		Bi-weekly	\$5,475.90	\$5,749.69	\$6,037.18	\$6,339.04	\$6,655.99
		Monthly	\$11,864	\$12,458	\$13,081	\$13,735	\$14,421
		Annual	\$142,374	\$149,492	\$156,967	\$164,815	\$173,056
89	Assistant Director of Development Services	Hourly	\$70,160.0	\$73,667.9	\$77,351.4	\$81,219.0	\$85,279.9
	Assistant Director of Finance	Bi-weekly	\$5,612.80	\$5,893.43	\$6,188.11	\$6,497.52	\$6,822.39
	Assistant Director of Community Services and Housing	Monthly	\$12,161	\$12,769	\$13,408	\$14,078	\$14,782
	Assistant Director of Administrative Services	Annual	\$145,933	\$153,229	\$160,891	\$168,935	\$177,382
	Assistant Director of Public Works						
90		Hourly	\$71,914.0	\$75,509.7	\$79,285.2	\$83,249.5	\$87,411.9
		Bi-weekly	\$5,753.12	\$6,040.77	\$6,342.82	\$6,659.96	\$6,992.95
		Monthly	\$12,465	\$13,088	\$13,743	\$14,430	\$15,151
		Annual	\$149,581	\$157,060	\$164,913	\$173,159	\$181,817
91		Hourly	\$73,711.8	\$77,397.4	\$81,267.3	\$85,330.6	\$89,597.2
		Bi-weekly	\$5,896.94	\$6,191.80	\$6,501.39	\$6,826.45	\$7,167.78
		Monthly	\$12,777	\$13,416	\$14,086	\$14,791	\$15,530
		Annual	\$153,320	\$160,987	\$169,036	\$177,488	\$186,362
92		Hourly	\$75,554.6	\$79,332.3	\$83,298.9	\$87,463.8	\$91,837.1
		Bi-weekly	\$6,044.37	\$6,346.58	\$6,663.91	\$6,997.11	\$7,346.97
		Monthly	\$13,096	\$13,751	\$14,438	\$15,160	\$15,918
		Annual	\$157,154	\$165,011	\$173,262	\$181,925	\$191,021
93		Hourly	\$77,443.5	\$81,315.7	\$85,381.4	\$89,650.6	\$94,133.1
		Bi-weekly	\$6,195.48	\$6,505.25	\$6,830.52	\$7,172.04	\$7,530.65
		Monthly	\$13,424	\$14,095	\$14,799	\$15,539	\$16,316
		Annual	\$161,082	\$169,137	\$177,593	\$186,473	\$195,797
94	Deputy City Manager	Hourly	\$79,379.6	\$83,348.5	\$87,515.9	\$91,891.8	\$96,486.3
	Director of Administrative Services	Bi-weekly	\$6,350.37	\$6,667.88	\$7,001.27	\$7,351.35	\$7,718.91
	Director of Building and Code Enforcement	Monthly	\$13,759	\$14,447	\$15,169	\$15,928	\$16,724
	Director of Community Services and Housing	Annual	\$165,109	\$173,365	\$182,033	\$191,135	\$200,692
	Director of Development Services						
Director of Finance							
Director of Planning and Economic Development							
Director of Public Works							
95		Hourly	\$81,364.0	\$85,432.3	\$89,703.9	\$94,189.1	\$98,898.5
		Bi-weekly	\$6,509.12	\$6,834.58	\$7,176.31	\$7,535.13	\$7,911.88
		Monthly	\$14,103	\$14,808	\$15,549	\$16,328	\$17,142
		Annual	\$169,237	\$177,699	\$186,584	\$195,913	\$205,709

CITY OF PERRIS

SALARY RANGE PLACEMENT SCHEDULE (MANAGEMENT ONLY)

Annual Adjustment
(MOU INCREASE) **2.00%**

APPROXIMATELY 2.5% BETWEEN RANGES
FIVE STEPS; APPROXIMATELY 5% BETWEEN STEPS
APPROXIMATELY 20% BETWEEN SALARY MINIMUM AND MAXIMUM

STARTING FIRST FULL PAY PERIOD AFTER JULY 1, 2020
Fiscal Year 2020-2021 - WITH 2% MOU INCREASE

Range #	Recommended Title	Pay Period	Step A	Step B	Step C	Step D	Step E
96	Deputy City Manager	Hourly	\$83,398.2	\$87,568.0	\$91,946.4	\$96,543.8	\$101,371.1
		Bi-weekly	\$6,671.86	\$7,005.44	\$7,355.71	\$7,723.51	\$8,109.68
		Monthly	\$14,456	\$15,178	\$15,937	\$16,734	\$17,571
		Annual	\$173,468	\$182,141	\$191,249	\$200,811	\$210,852
97		Hourly	\$85,483.3	\$89,757.2	\$94,245.1	\$98,957.5	\$103,905.3
		Bi-weekly	\$6,838.67	\$7,180.58	\$7,539.60	\$7,916.60	\$8,312.42
		Monthly	\$14,817	\$15,558	\$16,336	\$17,153	\$18,010
		Annual	\$177,805	\$186,695	\$196,030	\$205,832	\$216,123
98	Assistant City Manager	Hourly	\$87,620.2	\$92,001.1	\$96,601.1	\$101,431.4	\$106,503.0
		Bi-weekly	\$7,009.62	\$7,360.09	\$7,728.09	\$8,114.51	\$8,520.24
		Monthly	\$15,188	\$15,947	\$16,744	\$17,581	\$18,461
		Annual	\$182,250	\$191,362	\$200,930	\$210,977	\$221,526
99		Hourly	\$89,810.8	\$94,301.1	\$99,016.2	\$103,967.2	\$109,165.5
		Bi-weekly	\$7,184.87	\$7,544.09	\$7,921.30	\$8,317.38	\$8,733.24
		Monthly	\$15,567	\$16,346	\$17,163	\$18,021	\$18,922
		Annual	\$186,807	\$196,146	\$205,954	\$216,252	\$227,064
100		Hourly	\$92,056.0	\$96,658.7	\$101,491.6	\$106,566.3	\$111,894.6
		Bi-weekly	\$7,364.48	\$7,732.70	\$8,119.33	\$8,525.30	\$8,951.57
		Monthly	\$15,956	\$16,754	\$17,592	\$18,471	\$19,395
		Annual	\$191,476	\$201,050	\$211,103	\$221,658	\$232,741
N/A	City Manager Salary set by agreement Range placement is not applicable	Hourly					\$115,930.8
		Bi-weekly					\$9,274.46
		Monthly					\$20,095
		Annual					\$241,136



CITY OF PERRIS

CITY COUNCIL


AGENDA SUBMITTAL

10.K.

MEETING DATE: August 31, 2021

SUBJECT: Contract Services Agreement between the City of Perris and Pacific Graphics Inc. for professional printing and mailing services for the On Track in Perris Newsletter

REQUESTED ACTION: That the City Council approve a Contract Services Agreement between the City of Perris and Pacific Graphics, Inc. for professional printing and mailing services of the On Track in Perris Newsletter in an amount not to exceed \$39,123, and authorize the City Manager to execute agreement, approved as to form by the City Attorney.

CONTACT: Sabrina Chavez, Director Community Services 


BACKGROUND/DISCUSSION:

The City of Perris' award winning On Track in Perris Newsletter, is published three times per year, consisting of the Winter/Spring, Summer and Fall issues. For the past three years, the City has contracted the services of Pacific Graphics Inc. (PGI) for the printing and mailing services of the newsletter. PGI has over 30 years of experience providing professional marketing and business communication services to various municipal agencies.

Staff solicited bids for professional printing and mailing services, and received two bids ranging from \$39,123 to \$46,441. Staff is recommending to award a contract to the lowest bid submitted by Pacific Graphics Inc. On August 18, 2021, staff briefed the Parks and Recreation Committee and directed staff to proceed with the recommendation to award a contract for a one-year term, with an option to extend one year, to PGI in the amount of \$39,123.

The next issue of the On Track in Perris Newsletter will cover City special events and programs scheduled in the months of December 2021 through April 2022. Approximately 23,000 households will be receiving the newsletter via mail by mid-November. As a cost savings measure, staff proposed to reduce the total number of newsletter pages from 36 to 28 pages, resulting in a cost savings of \$16,000. There is sufficient funding in the Community Services Media budget, and staff respectfully recommends that the City Council award a contract to PGI, based on the information contained in this staff report.

BUDGET (or FISCAL) IMPACT: The costs for professional printing and mailing services of the On Track in Perris Newsletter provided by Pacific Graphics Inc. is covered in Fiscal Year 2021-2022 Community Services Media Budget (001-4044).

Prepared by: Cynthia Lemus, Recreation Supervisor II 

REVIEWED BY:

City Attorney _____

Assistant City Manager _____

Finance Director 

Attachments: 1. Bid Summary Sheet
2. Draft Contract Service Agreement

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:



CITY OF PERRIS
COMMUNITY SERVICES

**ATTACHMENT 1:
BID SUMMARY SHEET**



CITY OF PERRIS

COMMUNITY SERVICES

Bid Summary

Project: On Track in Perris Newsletter- Printing Services

Specification Description:	Price
Contractor:	
1) Pacific Graphics Incorporated	Printing services for 23,000 copies 1. \$ 39,123
2) Fontis	Printing services for 23,000 copies 1. \$ 46,441

Quote



Attention: Cynthia Lemus
Company: City of Perris
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____

Safeguard by Fontis
 Business Printing & Promotional Products
 816 W. Francis Ave #326
 Spokane, WA 99205
 P 714.617.2132 | F 702.660.5038
 www.gofontis.com

Quote Number: LS8321
Date: August 3, 2021

Quantity	Description	Amount
24,000	Newsletters - 8.5x11, 28 Pages (Cover + 24 Inside)	\$15,480.43
	Cover Paper: 100# Gloss Cover, Inside Paper: 80# Gloss Text (closest option)	
	Binding: Saddle-Stitched	
	Turnaround Time: 15-20 Business Days	
	*Estimated freight = \$1,392.40	

Comments: *Pricing does not include tax

Delivery: Freight **Terms:** Net 30

The above estimate does not include charges for shipping & handling or applicable state sales tax. QUOTATION VALID FOR 30 DAYS
Estimates are valid for 30 days unless otherwise noted.
 A 50% deposit is required on all customized orders, with the balance due upon product shipment.
No cancellations can be accepted on customized orders once production has begun.
 In accordance with printing trade customs, we reserve the right to consider an under run or over run, not to exceed 10%, as filling any order.
 All agreements contingent upon strikes, accidents, and other unavoidable delays beyond our control



July 9, 2021

Customer Number: 000000031216

Cynthia Mendez
CITY OF PERRIS COMMUNITY SERV & HOUSING
24 South D Street
Suite 102
Perris CA 92570

We are pleased to submit the following estimate. Please call if you have questions or need to make any changes.

Estimate Number: 57188 Salesperson:
Estimate Date: 7/7/2021 Estimated By: VERONICA

City of Perris Quarterly Newsletter
Size: 8 1/2 x 11 Finished Pgs.: 28pg + Cover
Stock: 100# Gloss Bk-Cvr & 70# Gloss Bk-Text
Ink: 4/4 Process
Bind: Trim, Fold, Stitch.
Proof: Epson + Mock-Up

Add'l. Specs.:

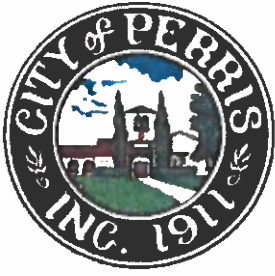
Note Mailing Service cost is included in the quotation.

Cost for Postage is Not Included!!!

Estimate Totals:

Quantity:	23,000
Price:	13,041.00
Per /M:	567.0000
Shipping:	
Total:	\$13,041.00

Thank you



CITY OF PERRIS
COMMUNITY SERVICES

**ATTACHMENT 2:
DRAFT CONTRACT SERVICE AGREEMENT**

CITY OF PERRIS
CONTRACT SERVICES AGREEMENT FOR
Professional Printing and Mailing Services

This Contract Services Agreement ("Agreement") is made and entered into this day of, by and between the City of Perris, a municipal corporation ("City"), and Pacific Graphics, Inc. ("Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

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

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of Thirty nine thousand One hundred and twenty three dollars and zero Cents (\$39,123.00) ("Contract Sum").

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

3.0 COORDINATION OF WORK

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

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

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

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

4.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

4.2 Indemnification.

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

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

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

5.0 TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until December 31, 2022, with an option to extend.

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

6.0 MISCELLANEOUS

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

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

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

6.4 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served

personally or sent by prepaid, first class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Perris, 101 North "D" Street, Perris, CA 92570, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

ATTEST:

"CITY"
CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

By: _____
Clara Miramontes, City Manager

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Eric L. Dunn, City Attorney

"CONSULTANT"
PGI-Pacific Graphics, Inc.
1938 E. Nelson Avenue
City of Industry, CA 91744

By: _____
Signature

Ricardo Wasson, President

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

[N/A]

EXHIBIT "B"
SPECIAL REQUIREMENTS

[Not Applicable]

EXHIBIT "C"

SCHEDULE OF COMPENSATION

[Attached]



July 9, 2021

Customer Number: 000000031216

Cynthia Mendez
CITY OF PERRIS COMMUNITY SERV & HOUSING
24 South D Street
Suite 102
Perris CA 92570

We are pleased to submit the following estimate. Please call if you have questions or need to make any changes.

Estimate Number: 57188 Salesperson:
Estimate Date: 7/7/2021 Estimated By: VERONICA

City of Perris Quarterly Newsletter
Size: 8 1/2 x 11 Finished Pgs.: 28pg + Cover
Stock: 100# Gloss Bk-Cvr & 70# Gloss Bk-Text
Ink: 4/4 Process
Bind: Trim, Fold, Stitch
Proof: Epson + Mock-Up

Add'l. Specs.:

Note Mailing Service cost is included in the quotation.

Cost for Postage is Not Included!!!

Estimate Totals:

Quantity:	23,000
Price:	13,041.00
Per /M:	567.0000
Shipping:	
Total:	<u>\$13,041.00</u>

Thank you



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

10.L.

MEETING DATE: August 31, 2021

SUBJECT: Check Registers for June and July 2021

REQUESTED ACTION: Approve the City's Monthly Check Registers for June and July 2021

CONTACT: Ernie Reyna, Deputy City Manager *ER*

BACKGROUND / DISCUSSION:

The check registers for the months of June and July 2021 are presented for City Council approval.

BUDGET (or FISCAL) IMPACT:

None.

Prepared by: Stephen Ajobiewe, Finance Manager

REVIEWED BY:

Assistant City Manager _____
Director of Finance *ER*

Attachments:

1. Check Register – June 30, 2021
2. Check Register – July 31, 2021

Consent: X
Public Hearing:
Business Item:
Presentation:
Other:

ATTACHMENT 1

CHECK REGISTER – JUNE 2021

**CITY OF PERRIS
CHECK REGISTER**

June 30, 2021

CK NO.	DATE	VENDOR	DESCRIPTION	AMOUNT
145770	06/02/2021	ALESHIRE & WYNDER, LLP	LEGAL SERVICES, APRIL 2021	\$ 59,927.84
145771	06/02/2021	AMERICAN FORENSIC NURSES LLC	BLOOD DRAWS	1,265.00
145772	06/02/2021	BILL & DAVE'S LDSC MAINTENANCE	PARKS LANDSCAPE MAINT & VARIOUS IRRIGATION REPAIRS	105,433.90
145773	06/02/2021	DENNIS GRUBB & ASSOCIATES	DEVELOPMENT REVIEW SERVICES	700.00
145774	06/02/2021	FLOWATER, INC.	DRINKING WATER DISPENSER	887.03
145775	06/02/2021	HOME DEPOT CREDIT SERVICES	SMALL TOOLS	261.58
145776	06/02/2021	INTERWEST CONSULTING GROUP, INC.	VARIOUS ENGINEERING PROJECTS	91,349.59
145777	06/02/2021	J THAYER COMPANY, INC.	OFFICE EQUIPMENT	610.62
145778	06/02/2021	LEILANI CONSTRUCTION INC.	2038 ALFADALE RD: REMOVED TREE ROOTS	1,000.00
145779	06/02/2021	NEIGHBORLY SOFTWARE	CDBG: RECURRING SOFTWARE FEE	1,000.00
145780	06/02/2021	JIM FORBES VOICE, INC.	LEGAL AD: RAMONA EXPWY MEDIANS/TENTATIVE TRACT MAP	655.14
145781	06/02/2021	LAURA SOSA	LIVEWELL HIKE/SENIOR CENTER VIDEO SHOOT	500.00
145782	06/03/2021	ADAME LANDSCAPE, INC.	BENEFIT ZONES: IRRIGATION REPAIRS	459.16
145783	06/03/2021	AMAZON CAPITAL SERVICES	RING CAMERA/GARDEN SUPPLIES/COMPUTER MONITORS	1,170.57
145784	06/03/2021	AMERICAN EAGLE TROPHIES	NAME PLATE	19.58
145785	06/03/2021	ANDERSON ELECTRIC	REPAIRS/MAINT: VARIOUS LOCATIONS	3,970.00
145786	06/03/2021	MARIA ARREGUIN	OSHA COURSE REIMBURSEMENT	93.90
145787	06/03/2021	B&H PHOTO ELECTRONICS CORP	CANON EOS C20 PRIME LENS BUNDLE	9,157.67
145788	06/03/2021	BSN SPORTS	RECREATION: OFFICIAL TEE BALL EQUIPMENT	1,248.36
145789	06/03/2021	MR. COOPER	CDBG: MORTGAGE/RENTAL ASSISTANCE PROGRAM	6,418.14
145790	06/03/2021	ARTURO CERVANTES	REIMB: ADMIN TVS AND OFFICE SNACKS	531.56
145791	06/03/2021	COMPASS PEST MANAGEMENT, INC.	BENEFIT ZONES: PEST CONTROL SERVICES	250.00
145792	06/03/2021	PAUL DAGATAN	VISION REIMBURSEMENT FY20-21	62.00
145793	06/03/2021	EARTHCHEM INDUSTRIAL SUPPLY, LLC	COVID19: DISINFECTANT SUPPLIES	2,957.74
145794	06/03/2021	EVERETT SMITH DESIGNS	COPPER CREEK PARK PROJECT	1,500.00

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145795	06/03/2021	EWING IRRIGATION PRODUCTS, INC.	PARKS: IRRIGATION SUPPLIES	169.85
145796	06/03/2021	FRONTIER	TELEPHONE 5/19-6/18/21	78.42
145797	06/03/2021	ACC PROPERTY MANAGEMENT	COVID19: MORTGAGE/RENTAL ASSISTANCE PROGRAM	9,016.00
145798	06/03/2021	GRAINGER	MORGAN PARKS EQUIPMENT	534.70
145799	06/03/2021	GREENPLAY, LLC	PARKS & REC MASTER PLAN	8,636.20
145800	06/03/2021	HANSON AGGREGATES PACIFIC SW	PERRIS BLVD & METZ RD	167.87
145801	06/03/2021	HAULAWAY STORAGE CONTAINERS, INC	1093 HARLEY KNOX: 20FT CONTAINER RENTAL	82.60
145802	06/03/2021	HERA GENERAL ENGINEERING, INC.	ENCHANTED HILLS PARK GRADING	210,642.95
145803	06/03/2021	LISET HERNANDEZ	PUBLIC WORKS DEPT: REIMBURSEMENT	35.78
145804	06/03/2021	HLP, INC.	SOFTWARE ANNUAL MAINTENANCE FEE	7,240.80
145805	06/03/2021	VISUAL EDGE, INC.	PRINTER SERVICES/SUPPLIES APR-MAY21	201.65
145806	06/03/2021	INLAND ROAD SERVICE & TIRE	BACKHOE FLAT REPAIR/NEW TIRES/RADIAL PATCH	1,570.18
145807	06/03/2021	RED CLOUD INVESTMENTS	CDBG: MORTGAGE/RENTAL ASSISTANCE PROGRAM	7,200.00
145808	06/03/2021	JOHNSON CONTROLS FIRE PROTECTION	CITY OF PERRIS BANK: 400 S D STREET	1,988.74
145809	06/03/2021	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	4,744.77
145810	06/03/2021	REDLANDS TOWNE SQUARE	COVID19: MORTGAGE/RENTAL ASSISTANCE PROGRAM	15,300.00
145811	06/03/2021	MR. G'S PLUMBING	CITY COUNCIL CHAMBERS	350.00
145812	06/03/2021	NAPA AUTO PARTS	AIR FILTER	23.50
145813	06/03/2021	PAPER RECYCLING & SHREDDING	CITY YARD: ON-SITE SHREDDING	63.00
145814	06/03/2021	CRISTINA PEDROZA	VISION REIMBURSEMENT FY20-21	462.95
145815	06/03/2021	PITNEY BOWES GLOBAL FINANCIAL	MAILER SOFTWARE LEASE 3/20-6/19/21	838.77
145816	06/03/2021	QUINN COMPANY	EQUIPMENT RENTAL: BACKHOE/CATERPILLAR	16,036.90
145817	06/03/2021	ERNEST REYNA	CITY SPONSORSHIP REIMBURSEMENT	600.00
145818	06/03/2021	RCIT	SHERIFF RADIO SERVICES 12/01-4/30/2021	4,018.08
145819	06/03/2021	ROW TRAFFIC SAFETY, INC	VARIOUS STREET SIGNS & HARDWARE	9,490.25

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145820	06/03/2021	RUSSELL GUJARDO	COVID19: MORTGAGE/RENTAL ASSISTANCE PROGRAM	7,200.00
145821	06/03/2021	SAFETY-KLEEN SYSTEMS, INC.	CITY YARD SUPPLIES	1,100.35
145822	06/03/2021	SC FUELS	FUEL CARDS	8,768.68
145823	06/03/2021	SOUTHERN CALIFORNIA EDISON	TS01 WEBSTER AVE 3/10-5/06/2021	19.00
145824	06/03/2021	SOUTHERN CALIFORNIA EDISON	FOSS FIELD 3/24-4/26/2021	1,156.98
145825	06/03/2021	SOUTHERN CALIFORNIA EDISON	PARAGON PARK 3/25-4/27/2021	2,673.39
145826	06/03/2021	SOUTHERN CALIFORNIA EDISON	SERVICE: 3/10-4/07/2021	5,129.27
145827	06/03/2021	SOUTHERN CALIFORNIA EDISON	7TH ST & B ST 4/01-4/30/2021	8,627.22
145828	06/03/2021	SOUTHERN CALIFORNIA EDISON	ORANGE AVE 4/01-4/30/2021	45,537.65
145829	06/03/2021	SIEMENS MOBILITY, INC.	525 4TH ST STREELIGHT POLE KNOCKDOWN	8,872.63
145830	06/03/2021	SOUTHWEST STRUCTURES	TOMMY GATE GS921650 TP-41 INSTALL/RELOCATE	4,016.52
145831	06/03/2021	STATE OF CALIFORNIA	BLOOD ALCOHOL ANALYSIS	105.00
145832	06/03/2021	STATER BROS MARKETS	COUNCIL MEETING SUPPLIES	43.13
145833	06/03/2021	SYNTECH	PURCHASE OF THE UBIQUITI ANTENNAS/INSTALLATION LABOR FE	4,623.35
145834	06/03/2021	TEXAS A&M AGRILIFE EXTENSION	GROW PERRIS JR MASTER GARDENER	523.62
145835	06/03/2021	TYLER TECHNOLOGIES, INC.	UB IMPLEMENTATION 4/13-4/14/2021	2,960.00
145836	06/03/2021	UNIFIRST CORPORATION	UNIFORM SERVICES	2,192.62
145837	06/03/2021	VOYAGER FLEET	FUEL CARDS	795.43
145838	06/03/2021	WALTERS WHOLESAL ELECTRIC CO	CITY COUNCIL CHAMBERS	1.73
145839	06/03/2021	WESTERN RIVERSIDE COUNCIL OF GOV.	TUMF FEES COLLECTED, APRIL 2021	47,390.00
145840	06/03/2021	XEROX FINANCIAL SERVICES	CONTRACT LEASE MAY-JUNE 2021	449.96
145841	06/09/2021	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	15,308.06
145842	06/09/2021	BILL & DAVE'S LDSC MAINTENANCE	VARIOUS BENEFIT ZONES: IRRIGATION REPAIRS	5,908.74
145843	06/09/2021	HOME DEPOT CREDIT SERVICES	MATERIALS - GRAFFITI ABATEMENT/FACILITY & MAIN	910.09
145844	06/09/2021	INTERWEST CONSULTING GROUP, INC.	DEVELOPMEN SVCS INTERIM DIRECTOR/LANDSCAPE PLAN/INSP	14,265.00

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145845	06/09/2021	J THAYER COMPANY, INC.	OFFICE SUPPLIES	375.87
145846	06/09/2021	LA GARE CAFE	CATERING: STAFF MEETINGS/AGENDA REVIEW MEETINGS	408.74
145847	06/09/2021	MAMCO INC.	GOETZ RD WIDENING PROJECT	948,271.06
145848	06/09/2021	PINEDA GENERAL CONSTRUCTION	BZ-130 INSTALLED AT HARLEY KNOX	100.00
145849	06/09/2021	REGIONAL CONSERVATION AUTHORITY	MSHCP FEES COLLECTED, MAY 2021	191,045.60
145850	06/09/2021	COUNTY OF RIVERSIDE	FIRE PROTECTION SERVICES 3RD QTR JAN-MAR 2021	1,092,864.19
145851	06/09/2021	ROMO PIPELINE	7TH STREET SEWER LIFT STATION	2,650.00
145852	06/10/2021	AMAZON WEB SERVICES, INC.	CLOUD STORAGE FOR SERVER 5/01-5/31/21	618.70
145853	06/10/2021	AMAZON CAPITAL SERVICES	PARKS OFFICE SUPPLIES/2021 GRAD EVENT/SAFETY GLASSES	1,678.99
145854	06/10/2021	ANDERSON ELECTRIC	REPAIRS/MAINT: VARIOUS LOCATIONS	19,457.95
145855	06/10/2021	VOID	VOID	0.00
145856	06/10/2021	AUTO ZONE COMMERCIAL	VEHICLE BATTERIES	250.23
145857	06/10/2021	AWARDS AND SPECIALTIES	NAME PLATE	41.10
145858	06/10/2021	CINTAS	SUPPLIES FOR FACILITY MAINTENANCE	1,995.49
145859	06/10/2021	CINTAS	FIRST AID KIT REFILL	32.33
145860	06/10/2021	CITY OF MORENO VALLEY	PEDESTRIAN SIGNAL CROSSING, MAR 9, 2021	212,000.00
145861	06/10/2021	COMPASS PEST MANAGEMENT, INC.	MONTHLY PEST CONTROL SERVICES, BZ	345.00
145862	06/10/2021	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT SCREENING	167.00
145863	06/10/2021	CR&R ENVIRONMENTAL SERVICES	SOLID WASTE FEES, APRIL 2021	96,457.66
145864	06/10/2021	CR&R	11 S D STREET 5/01-5/31/21	264.68
145865	06/10/2021	DAN'S FEED AND SEED INC.	PROPANE	43.26
145866	06/10/2021	DIVERSIFIED DISTRIBUTION	OIL, COOLANT, BATTERIES, BEL RAY OIL	1,203.01
145867	06/10/2021	EASTERN MUNICIPAL WATER DISTRICT	WHOLESALE WATER JULY- DECEMBER 2020	11,494.00
145868	06/10/2021	EASTERN MUNICIPAL WATER DISTRICT	BZ67 OLEANDER AVE 4/22-5/24/2021	26.94
145869	06/10/2021	EMARRA, LP	REIMB AGREEMENT MOTTE TOWN CTR P8-625 OCT 27, 2020	153,122.57

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145870	06/10/2021	EMPLOYMENT SCREENING SERVICES	BACKGROUND CHECK & DEGREE VERIFICATION	153.50
145871	06/10/2021	EXPERIAN	WATER CREDIT CHECK SERVICES 9/01-9/21/2020	52.75
145872	06/10/2021	FIELDMAN, ROLAPP & ASSOCIATES	FINANCIAL PROFESSIONAL SERVICES	2,809.00
145873	06/10/2021	FIRST SECURITY FINANCE, INC.	LOAN PAYMENT 6/01-7/01/2021	2,563.82
145874	06/10/2021	FLO-SERVICES, INC.	7TH STREET PUMP STATION	8,220.76
145875	06/10/2021	GREEN BOX MACHINE INTERNATIONAL	MAY RANCH ELEMENTARY	975.00
145876	06/10/2021	HAULAWAY STORAGE CONTAINERS, INC	1093 HARLEY KNOX: 20FT CONTAINER RENTAL	82.60
145877	06/10/2021	HONEYWELL GLOBAL FINANCE	SOLAR: APRIL 2021 KWH PRODUCTION	16,881.11
145878	06/10/2021	INLAND ROAD SERVICE & TIRE	NEW TIRES FOR TRAILER & UNIT #7-930	2,921.51
145879	06/10/2021	iWorQ Systems, Inc.	PUBLIC WORKS PACKAGE SERVICES AUG-JULY 2021	2,437.50
145880	06/10/2021	JIM ROGERS' LOCK & KEY	PERRIS BANK BUILDING IMPROVEMENTS	219.26
145881	06/10/2021	LAWLER'S TRIPLE L TOWING	EVIDENCE HOLD: DATE IN 5/23/2021	532.00
145882	06/10/2021	LOR GEOTECHNICAL GROUP INC	GOETZ RD WIDENING PROJECT	30,892.32
145883	06/10/2021	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	2,625.18
145884	06/10/2021	MUNICIPAL CODE CORPORATION	PRINT AND PUBLISH SERVICES	4,301.87
145885	06/10/2021	NORTH COUNTY HEALTH PROJECT, INC.	CDGB: MEDICAL/DENTAL SERVICES APRIL 2021	1,620.55
145886	06/10/2021	O'REILLY FIRST CALL	VARIOUS VEHICLE PARTS	699.85
145887	06/10/2021	OCHOA'S BACKFLOW SYSTEMS	ANNUAL CERTIFICATION TEST	50.00
145888	06/10/2021	P&P UNIFORMS RIV	CODE ENFORCEMENT UNIFORMS	283.37
145889	06/10/2021	PREFERRED BENEFIT INSURANCE	DELTA DENTAL, APRIL 2021	7,028.60
145890	06/10/2021	RIGHTWAY	DUI CHECK POINT: PORTABLE TOILET SERVICES	330.85
145891	06/10/2021	RIVERSIDE COUNTY SHERIFF'S DEPT	SART EXAMS	4,800.00
145892	06/10/2021	ROW TRAFFIC SAFETY, INC	COVID19: MESSAGE BOARD EQUIPMENT RENTAL	950.00
145893	06/10/2021	SOUTHERN CALIFORNIA EDISON	APRIL - MAY 2021 BILLING PERIOD	87.11
145894	06/10/2021	SHRED-IT C/O STERICYCLE, INC.	SHREDDING SERVICES 5/05-5/26/2021	338.56

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145895	06/10/2021	SPARKLETT'S	BOTTLED WATER SERVICES	57.04
145896	06/10/2021	STATER BROS MARKETS	RECREATION DEPT: SUPPLIES	114.28
145897	06/10/2021	TalentZok	TEMP STAFF SERVICES	3,515.41
145898	06/10/2021	SPECTRUM BUSINESS	CODE ENFORCEMENT CABLE 5/28-6/27/2021	159.18
145899	06/10/2021	TJW ENGINEERING, INC	PLACENTIA & INDIAN AVENUE TRAFFIC SIGNAL	6,500.00
145900	06/10/2021	TLC ANIMAL REMOVAL SERVICES	ANIMAL REMOVAL SERVICES	1,000.00
145901	06/10/2021	COUNTY OF RIVERSIDE	TRAFFIC SIGNAL INSPECTION	1,196.93
145902	06/10/2021	TRULY NOLEN BRANCH 064	MONTHLY PEST CONTROL SERVICES, RODENT	275.00
145903	06/10/2021	UNIFIRST CORPORATION	MAT CLEANING SERVICES	157.08
145904	06/10/2021	VERIZON WIRELESS	PUBLIC WORKS ACCT 4/14-5/13/2021	230.61
145905	06/10/2021	WESTERN RIVERSIDE COUNCIL OF GOV.	TUMF FEES COLLECTED, MAY 2021	291,693.14
145906	06/10/2021	WINZER CORPORATION	GRAFFITI ABATEMENT SUPPLIES	425.48
145907	06/10/2021	CORPORATE PAYMENT SYSTEMS	GREAT PLATES PROGRAM 4/13-5/05/2021	23,482.54
145908	06/16/2021	AMERICAN FORENSIC NURSES LLC	BLOOD DRAWS	535.00
145909	06/16/2021	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	3,622.65
145910	06/16/2021	BILL & DAVE'S LDSC MAINTENANCE	PARKS LANDSCAPE MAINTENANCE 5/01-5/31/2021	45,528.75
145911	06/16/2021	HOME DEPOT CREDIT SERVICES	MATERIALS FOR VARIOUS PARKS MAINT & CITY BUILDINGS	2,924.82
145912	06/16/2021	J THAYER COMPANY, INC.	OFFICE SUPPLIES	407.27
145913	06/16/2021	LEILANI CONSTRUCTION INC.	REMOVAL OF TREE ROOTS	650.00
145914	06/16/2021	LIFE LIFTERS INTERNATIONAL	CDBG PROGRAM, MAY 2021	5,411.34
145915	06/16/2021	MONICA MARTINEZ	MILEAGE REIMBURSEMENT	106.12
145916	06/16/2021	BOYS & GIRLS CLUB OF MENIFEE	CDBG EXPENDITURES 1/01-1/31/2021	1,229.03
145917	06/16/2021	TEAMSTERS LOCAL 911	UNION DUES, JUNE 2021	3,437.00
145918	06/16/2021	WEST COAST ARBORISTS, INC	TREE MAINTENANCE 5/01-5/15/2021	23,273.00
145919	06/16/2021	WILLDAN FINANCIAL SERVICES	CFD AMIN FEES/REMINDER LETTERS/ARBITRAGE REBATE SERV	41,266.01

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145920	06/17/2021	AMAZON CAPITAL SERVICES	OFFICE COMPUTER EQUIPMENT/FURNITURE/WEBCAMS	2,094.51
145921	06/17/2021	ANDERSON CHEVROLET	WILL CALL SERVICE	251.08
145922	06/17/2021	ANDERSON ELECTRIC	REPAIRS/MAINT: VARIOUS LOCATIONS	5,193.00
145923	06/17/2021	AUTO ZONE COMMERCIAL	AIR FILTERS	51.69
145924	06/17/2021	BMW MOTORCYCLES OF RIVERSIDE	SHERIFF DEPT: REPAIRS OF HEAT SHIELD/TIRES	2,429.60
145925	06/17/2021	SOUTHERN CALIFORNIA EDISON	COVID19: UTILITY ASSISTANCE PROGRAM	58.64
145926	06/17/2021	CENTER AGAINST SEXUAL ASSAULT	EXAMS MAR 2021	1,100.00
145927	06/17/2021	COAST RECREATION INC	LIBERTY PARK	1,131.66
145928	06/17/2021	CORPORATE PAYMENT SYSTEMS	ACM: AGENDA PREP/COMMUNITY SERVICES STAFF MEETING	387.85
145929	06/17/2021	CORPORATE PAYMENT SYSTEMS	COUNCIL MEETING/SYMPATHY FLOWERS/OFFICE SUPPLIES	1,760.58
145930	06/17/2021	CR&R	SOLID WASTE FEES, MAY 2021	86,949.58
145931	06/17/2021	DAN'S FEED AND SEED INC.	PARKS MAINTENANCE SUPPLIES	186.19
145932	06/17/2021	KARINA ESPINOZA	VISION REIMBURSEMENT FY20-21	850.00
145933	06/17/2021	EWING IRRIGATION PRODUCTS, INC.	COUNCIL CHAMBERS, LINEAR PARK	121.55
145934	06/17/2021	EXPERIAN	WATER CREDIT CHECK SERVICES 5/03-5/27/2021	54.26
145935	06/17/2021	FAIR HOUSING COUNCIL OF RIVERSIDE	LANDLORD/TENANT PROGRAM, MAY 2021	2,396.10
145936	06/17/2021	FAST 5 PERRIS 8, LLC	PARKS FLEET MAINTENANCE	81.00
145937	06/17/2021	GALLARDOS TRANSMISSION	TOWING: GOETZ RD TO "G" STREET	140.00
145938	06/17/2021	GAVILAN SPRINGS NURSERY	CITY HALL LANDSCAPE	335.65
145939	06/17/2021	GORM, INC.	KITCHEN SUPPLIES	498.79
145940	06/17/2021	GUARANTEED JANITORIAL SERVICE	COVID19: SANITATION OF PARKS RESTROOMS & PLAYGROUNDS	29,876.40
145941	06/17/2021	ADRIAN HERNANDEZ	VISION REIMBURSEMENT FY20-21	850.00
145942	06/17/2021	LISET HERNANDEZ	REIMB: PUBLIC WORKS WEEK	16.16
145943	06/17/2021	HINDERLITER DeLLAMAS & ASSOCIATES	SALES TAX/AUDIT SERVICES QTR 4 2020	20,207.45
145944	06/17/2021	HONEYWELL GLOBAL FINANCE	SOLAR: MAY 2021 KWH PRODUCTION	19,997.11

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145945	06/17/2021	IB REPROGRAPHICS	PRINTING SERVICES	487.73
145946	06/17/2021	VISUAL EDGE, INC.	PRINTER SERVICES/SUPPLIES MAY 2021	3,428.95
145947	06/17/2021	INLAND LIGHTING SUPPLIES, INC.	BUILDING MAINTENANCE LIGHTING	321.10
145948	06/17/2021	INTERMEDIA.NET INC.	OFFICE 365 LICENSING 4/02-5/01/2021	3,915.80
145949	06/17/2021	JIM ROGERS' LOCK & KEY	PARKS: DUPLICATE KEYS	110.65
145950	06/17/2021	JOHNSON CONTROLS FIRE PROTECTION	BOB GLASS GYM MONITORING	2,014.02
145951	06/17/2021	KH METALS AND SUPPLY	PUBLIC WORKS MATERIALS	1,247.44
145952	06/17/2021	KIMBALL MIDWEST	SHOP SUPPLIES	369.43
145953	06/17/2021	LAWN TECH	PARKS LANDSCAPE EQUIPMENT MAINTENANCE	671.61
145954	06/17/2021	CYNTHIA LEMUS	EDUCATION REIMBURSEMENT FY20-21	2,000.00
145955	06/17/2021	PAUL LOPEZ	VISION REIMBURSEMENT FY20-21	448.00
145956	06/17/2021	MIDLAND MORTGAGE	COVID19: MORTGAGE/RENTAL ASSISTANCE PROGRAM	4,556.28
145957	06/17/2021	EASTERN MUNICIPAL WATER DISTRICT	COVID19: UTILITY ASSISTANCE PROGRAM	317.34
145958	06/17/2021	SOCAL GAS	COVID19: UTILITY ASSISTANCE PROGRAM	54.10
145959	06/17/2021	SOUTHERN CALIFORNIA EDISON	COVID19: UTILITY ASSISTANCE PROGRAM	283.77
145960	06/17/2021	MOORE FENCE COMPANY	REPAIRS: PERRIS THEATER & FENCE AT PERRIS BLVD CANAL	74.55
145961	06/17/2021	NAPA AUTO PARTS	AIR FILTERS	47.00
145962	06/17/2021	NATIONAL DRIVE	TEAMSTERS DRIVE, MAY 2021	12.00
145963	06/17/2021	OTIS ELEVATOR COMPANY	BOB GLASS GYM: MAINTENANCE SERVICE 6/01-6/30/21	2.88
145964	06/17/2021	POWERPLAN OIB	FIELD EQUIPMENT PART, FUEL PUMP	1,879.54
145965	06/17/2021	PREFERRED BENEFIT INSURANCE	DELTA DENTAL, MAY 2021	7,009.20
145966	06/17/2021	QUINN COMPANY	CATERPILLAR REPAIRS & EQUIPMENT RENTAL: SKID STEER	1,366.86
145967	06/17/2021	ARCENIO RAMIREZ	PARKS STAFF LUNCH MEETING	68.64
145968	06/17/2021	VINCE RAMIREZ	PUBLIC WORKS WEEK REIMBURSEMENT	26.91
145969	06/17/2021	NATIONAL COMMUNITY RENAISSANCE	PERRIS SAFETY & EJ ELEMENTS	1,155.00

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145970	06/17/2021	ERNEST REYNA	VISION REIMBURSEMENT FY20-21	99.15
145971	06/17/2021	RIGHTWAY	PORTABLE TOILET SERVICES	300.00
145972	06/17/2021	RIVERSIDE COUNTY SHERIFF'S DEPT	CONTRACT LAW ENFORCEMENT 4/08-5/05/2021	1,609,028.25
145973	06/17/2021	SITEONE LANDSCAPE SUPPLY, LLC	SUPPLIES: LANDSCAPE OF BENEFIT ZONES 4/27-5/26/2021	7,593.87
145974	06/17/2021	SOCAL GAS		3,138.75
145975	06/17/2021	SPARKLETT'S	BOTTLED WATER SERVICES	88.47
145976	06/17/2021	STATER BROS MARKETS	PARKS & REC SUPPLIES/TAKE A HIKE EVENT	152.43
145977	06/17/2021	STETSON ENGINEERS INC	PROFESSIONAL SERVICES: WATER/SEWER RATES	1,226.00
145978	06/17/2021	SUNSTATE EQUIPMENT CO	SAW RENTAL TO INSTALL ELECTRIC GATE	186.86
145979	06/17/2021	TalentZok	TEMP STAFF SERVICES	3,856.40
145980	06/17/2021	RUCHIRA TEJPAL	VISION REIMBURSEMENT FY20-21	209.56
145981	06/17/2021	UNIFIRST CORPORATION	MAT CLEANING SERVICES	29.72
145982	06/17/2021	UNITED WAY OF THE INLAND VALLEY	EMPLOYEE CONTRIBUTION, MAY 2021	36.00
145983	06/17/2021	WALTERS WHOLESale ELECTRIC CO	CITY HALL LIGHTING REPAIRS	770.36
145984	06/17/2021	WINGRAPHICS, INC	2021 GRADUATION PARADE SIGNAGE/ART MURAL	1,712.01
145985	06/17/2021	JOSE ZELAYA	VISION REIMBURSEMENT FY20-21	777.00
145986	06/23/2021	AMERICAN INN	CDBG PROGRAM: HOTEL VOUCHER 6/15-6/22/2021	880.00
145987	06/23/2021	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	4,027.44
145988	06/23/2021	BILL & DAVE'S LDSC MAINTENANCE	PARKS LANDSCAPE MAINT 4/01-4/30/21 & VARIOUS REPAIRS	15,315.39
145989	06/23/2021	CAMERON WELDING SUPPLY	PACKAGED GASES FOR WELDING	61.32
145990	06/23/2021	FLOWATER, INC.	DRINKING WATER DISPENSER	997.30
145991	06/23/2021	HOME DEPOT CREDIT SERVICES	SHOP TOOLS	174.81
145992	06/23/2021	INTERWEST CONSULTING GROUP, INC.	VARIOUS ENGINEERING PROJECTS	74,687.68
145993	06/23/2021	LYONS SECURITY SERVICE INC.	PARKS: CAMERA SURVEILLANCE/DAYTIME & EVENING PATROL	29,335.17
145994	06/23/2021	BOYS & GIRLS CLUB OF MENIFEE	CDBG EXPENDITURES 2/01-2/28/2021	1,580.75

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145995	06/23/2021	PACIFIC CODE COMPLIANCE	BUILDING TEMP STAFF SVCS, TBRA INSPECTION SERVICES	6,700.00
145996	06/23/2021	JIM FORBES VOICE, INC.	LEGAL AD: NIB 101 D ST BUILDING IMPROVEMENTS	606.52
145997	06/23/2021	WEST COAST ARBORISTS, INC	BZ73 1275 CITRUS AVE TREE REMOVAL	1,108.00
145998	06/23/2021	WILLDAN FINANCIAL SERVICES	LANDSCAPE & LIGHTING MAINT DISTRICT FY20-21	27,750.00
145999	06/24/2021	34TH STREET, INC.	AB1825 & SB1343 TRAINING	3,000.00
146000	06/24/2021	ADAME LANDSCAPE, INC.	IRRIGATION REPAIRS AT VARIOUS BENEFIT ZONES	4,111.57
146001	06/24/2021	AUTO ZONE COMMERCIAL	PARTS FOR 2019 CHEVROLET TRUCK	586.05
146002	06/24/2021	BMW MANAGEMENT	YAC END OF YEAR DINNER CEREMONY	946.07
146003	06/24/2021	CAHAN PERRIS LLC	PERRIS CROSSING: ADP REIMBURSEMENT	42,793.71
146004	06/24/2021	CANYON SPRINGS HIGH SCHOOL BAND	CHRISTMAS PARADE: 3RD PLACE WINNER	150.00
146005	06/24/2021	CB KENNER, INC.	PERRIS HISTORIC BANK BUILDING: GATE INSTALLATION	31,590.00
146006	06/24/2021	CINTAS	SUPPLIES FOR FACILITY MAINTENANCE	1,198.31
146007	06/24/2021	CITI CARDS	CRIME PREV GIVEAWAYS/CPTED COURSE/PUBLIC WORKS WEEK	3,909.57
146008	06/24/2021	COAST RECREATION INC	MAY RANCH PARK	1,160.93
146009	06/24/2021	COMMUNITY WORKS DESIGN GROUP	ENCHANTED HILLS PARK PROJECT, MAR 2021	14,863.75
146010	06/24/2021	CORPORATE PAYMENT SYSTEMS	CITY MANAGER'S CLOSED ACCOUNT, LATE FEE	5.51
146011	06/24/2021	CORPORATE PAYMENT SYSTEMS	COUNCIL MEETING/CARDS/COFFEE MAKER/SYMPATHY FLOWERS	1,568.39
146012	06/24/2021	CORPORATE PAYMENT SYSTEMS	ICC FOR CODE ENFORCEMENT OFFICERS/ICSC VIRTUAL EVENT	2,759.35
146013	06/24/2021	CR&R	TRASH FEES COLLECTED BY EMWD, APRIL 2021	378,572.47
146014	06/24/2021	DELL MARKETING LP	COUNCIL CHAMBERS STREAM PC	1,735.25
146015	06/24/2021	DUDEK	PERRIS VALLEY MDP LINE 2/27-3/26/2021	7,091.76
146016	06/24/2021	EASTERN MUNICIPAL WATER DISTRICT	SEWER FEES COLLECTED, MAY 2021	161,650.14
146017	06/24/2021	EASTERN MUNICIPAL WATER DISTRICT	4/07-5/09/2021	14,152.24
146018	06/24/2021	EMPLOYMENT SCREENING SERVICES	PRE-EMPLOYMENT SCREENING	61.00
146019	06/24/2021	FLO-SERVICES, INC.	7TH STREET LIFT STATION	81,369.42

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CK NO.	DATE	VENDOR	DESCRIPTION	AMOUNT
146020	06/24/2021	FORTE PAYMENTS	MONTHLY CREDIT CARD FEES FOR ANIMAL CONTROL DEPT	40.81
146021	06/24/2021	FRANCHISE TAX BOARD	2019 COMMUNITY ECONOMIC DEVELOPMENT CORP	10.00
146022	06/24/2021	JAMES FRIGO	VISION REIMBURSEMENT FY20-21	144.00
146023	06/24/2021	FRONTIER	FIRE STATION 101 INTERNET SERVICES	245.04
146024	06/24/2021	VISUAL EDGE, INC.	PRINTING SERVICES/SUPPLIES	5,170.76
146025	06/24/2021	INFRAMARK LLC	GOETZ ROAD IMPROVEMENTS	79.85
146026	06/24/2021	INLAND LIGHTING SUPPLIES, INC.	FACILITY MAINTENANCE SUPPLIES	77.26
146027	06/24/2021	INLAND ROAD SERVICE & TIRE	CITY TRUCK TIRES	1,755.99
146028	06/24/2021	NATIONS DIRECT MORTGAGE, LLC	COVID19: MORTGAGE/RENTAL ASSISTANCE PROGRAM	7,200.00
146029	06/24/2021	JOHNSON CONTROLS FIRE PROTECTION	BANK OF PERRIS MONITORING	1,853.94
146030	06/24/2021	JOEL PATTON	COVID19: MORTGAGE/RENTAL ASSISTANCE PROGRAM	3,800.00
146031	06/24/2021	LOGOTECH, INC.	LIVEWELL PROMO ITEMS	600.00
146032	06/24/2021	LOR GEOTECHNICAL GROUP INC	CIVIC CENTER CIRCULATION & TRAFFIC IMPROVEMENTS	1,380.50
146033	06/24/2021	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	2,625.18
146034	06/24/2021	MARTIN MARTINEZ	VISION REIMBURSEMENT FY20-21	788.50
146035	06/24/2021	REGENCY	COVID19: MORTGAGE/RENTAL ASSISTANCE PROGRAM	4,740.00
146036	06/24/2021	OCEAN BLUE ENVIROMENTAL SERVICES	RETENTION PAYMENT: FLOOD CTRL FCGF1-20169-17-02 YEAR 3	4,781.55
146037	06/24/2021	SERGIO ORTIZ	VISION REIMBURSEMENT FY20-21	836.04
146038	06/24/2021	PACKET FUSION, INC.	SHORETEL SUPPORT 5/16-5/05/2022	4,537.44
146039	06/24/2021	THE PARTS AUTHORITY	AXEL SHAFTS, AIR FILTERS	258.88
146040	06/24/2021	SELECT PORTFOLIO SERVICING, INC.	COVID19: MORTGAGE/RENTAL ASSISTANCE PROGRAM	6,315.31
146041	06/24/2021	RACHEL PINEDO	ART MURAL EVENT REIMBURSEMENT	70.30
146042	06/24/2021	PLUMB LINE SURVEYING, INC.	NUEVO RD DRAINAGE	3,360.00
146043	06/24/2021	PP, LLC	APPRAISAL APN 303-120-009 REDLANDS/MORGAN ST	5,000.00
146044	06/24/2021	ProAir, LLC	A/C REPAIRS FOR ANIMAL CONTROL DEPT	558.50

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CK NO.	DATE	VENDOR	DESCRIPTION	AMOUNT
146045	06/24/2021	QUINN COMPANY	BACKHOE EQUIPMENT RENTAL, 4WD DIESEL	3,593.25
146046	06/24/2021	RCTC	REFUND: A STREET ADA RAMP/STAIR PROJECT	13,152.24
146047	06/24/2021	RIGHTWAY	SEWER PUMP WORK, E SEVENTH STREET	169.87
146048	06/24/2021	COUNTY OF RIVERSIDE	FLEET FUEL, APRIL 2021	694.84
146049	06/24/2021	ROW TRAFFIC SAFETY, INC	VARIOUS STREET SIGNS & HARDWARE	6,884.54
146050	06/24/2021	SC FUELS	FUEL CARDS	4,146.53
146051	06/24/2021	SOUTHERN CALIFORNIA EDISON	3/20-4/31/2021	2,113.65
146052	06/24/2021	SIEMENS MOBILITY, INC.	STREET LIGHT MAINTENANCE	3,163.42
146053	06/24/2021	SOCAL GAS	11 S D STREET 4/27-5/28/2021	41.62
146054	06/24/2021	STATE OF CALIFORNIA	BLOOD ALCOHOL ANALYSIS	105.00
146055	06/24/2021	STEVE LEMON AIR CONDITIONING	11 S D STREET; INSTALLED NEW CONDENSER	1,600.00
146056	06/24/2021	SWANK MOTION PICTURES, INC	MOVIES AT THE PARK	450.00
146057	06/24/2021	TalentZok	TEMP STAFF SERVICES	868.00
146058	06/24/2021	COUNTY OF RIVERSIDE	A STREET & HIGHLAND VISTA WAY 3/01-3/31/21	639.27
146059	06/24/2021	TYLER TECHNOLOGIES, INC.	UB IMPLEMENTATION APRIL 28, 2021	2,220.00
146060	06/24/2021	UNIFIRST CORPORATION	MAT CLEANING SERVICES	134.19
146061	06/24/2021	VERIZON WIRELESS	IPADS/EOC ACCTS 4/14-5/13/2021	2,440.23
146062	06/24/2021	VIGILANT SOLUTIONS, LLC	CITY CAMERAS ANNUAL RENEWAL 3/21-2/2022	15,990.00
146063	06/24/2021	VISTA PAINT CORPORATION	GRAFFITI ABATEMENT SUPPLIES	1,157.86
146064	06/24/2021	WINGRAPHICS, INC	PUBLIC ART MURAL FLYERS	59.26
146065	06/30/2021	ALESHIRE & WYNDER, LLP	LEGAL SERVICES, MAY 2021	57,956.45
146066	06/30/2021	AMERICAN FORENSIC NURSES LLC	BLOOD DRAWS	1,105.00
146067	06/30/2021	AMERICAN INN	CDBG PROGRAM: HOTEL VOUCHERS JUNE 2021	2,640.00
146068	06/30/2021	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	5,587.82
146069	06/30/2021	BILL & DAVE'S LDSC MAINTENANCE	IRRIGATION REPAIRS AT VARIOUS BENEFIT ZONES	53,994.15

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CK NO.	DATE	VENDOR	DESCRIPTION	AMOUNT
146070	06/30/2021	SABRINA CHAVEZ	VISION REIMBURSEMENT FY20-21	850.00
146071	06/30/2021	CREATIVE PRINTING	WINDOW ENVELOPES/BROCHURES	248.63
146072	06/30/2021	STACIE DAIN	VISION REIMBURSEMENT FY20-21	147.45
146073	06/30/2021	DENNIS GRUBB & ASSOCIATES	PLAN CHECK SERVICES	5,295.00
146074	06/30/2021	FLOWATER, INC.	DRINKING WATER DISPENSER	618.36
146075	06/30/2021	HOME DEPOT CREDIT SERVICES	OXY DEEP CLEANER	16.15
146076	06/30/2021	J THAYER COMPANY, INC.	OFFICE SUPPLIES	190.94
146077	06/30/2021	LA GARE CAFE	GROW PERRIS/SENIOR CENTER LUNCH BOXES	127.03
146078	06/30/2021	LEILANI CONSTRUCTION INC.	COVID19 MEMORIAL	8,750.00
146079	06/30/2021	LYONS SECURITY SERVICE INC.	COVID19: DAYTIME VEHICLE PATROL (HOLIDAY)	7,603.47
146080	06/30/2021	JOSE MIER	VISION REIMBURSEMENT FY20-21	271.89
146081	06/30/2021	DANIKA NELSON	ICC TRAINING REIMBURSEMENT	198.00
146082	06/30/2021	PACIFIC CODE COMPLIANCE	INTERIM BUILDING OFFICIAL/ INSPECTOR/EMERGENCY SERVICES	55,596.60
146083	06/30/2021	RK ENGINEERING GROUP INC	PLAN REVIEW SERVICES	14,480.00
146084	06/30/2021	SOCIAL WORK ACTION GROUP	HOMELES SERVICES 5/01-5/31/2021	18,000.00
146085	06/30/2021	WATER EDUCATION SERVICES, INC	PROFESSIONAL SERVICES: WATER/SEWER	3,630.00
146086	06/30/2021	WEST COAST ARBORISTS, INC	TREE MAINTENANCE 5/16-5/31/2021	2,259.60
TOTAL				\$ 7,173,483.39

ATTACHMENT 2

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CK No.	DATE	VENDOR	DESCRIPTION	AMOUNT
146087	07/01/2021	ACTION SURVEYS, INC.	RIDER STREET	948.00
146088	07/01/2021	ADAME LANDSCAPE, INC.	IRRIGATION REPAIRS AT VARIOUS BENEFIT ZONES	11,341.32
146089	07/01/2021	ALBERT A. WEBB ASSOCIATES	PERRIS VALLEY TRAIL PHASE II	1,972.85
146090	07/01/2021	ALL MAGIC M.V. INC.	2019 CHEVY SILVERADO HD WORK TRUCK	155.00
146091	07/01/2021	AMAZON CAPITAL SERVICES	GROW PERRIS/CAL FRESH OFFICE SUPPLIES	160.44
146092	07/01/2021	ANDERSON ELECTRIC	REPAIRS/MAINTENANCE AT VARIOUS LOCATIONS	5,157.00
146093	07/01/2021	ALVARO ARVISO	VISION REIMBURSEMENT	818.00
146094	07/01/2021	AUTO ZONE COMMERCIAL	PARTS FOR 2015 DODGE/RAM TRUCK DURANGO	246.84
146095	07/01/2021	VOID	VOID	0.00
146096	07/01/2021	BIO-TOX LABORATORIES	BLOOD ALCOHOL ANALYSIS	1,367.00
146097	07/01/2021	CINTAS	FACILITIES SUPPLIES FOR VARIOUS DEPT	2,258.62
146098	07/01/2021	CINTAS	1ST AID KIT REFILL	168.22
146099	07/01/2021	CORPORATE PAYMENT SYSTEMS	CM BUSINESS MEALS/FUEL 5/20-5/31/21	175.57
146100	07/01/2021	CORPORATE PAYMENT SYSTEMS	PARKS EQUIPMENT/2021 GRADUATION/ERC EVENT	10,594.48
146101	07/01/2021	DAISY CORREA	VISION REIMBURSEMENT	668.92
146102	07/01/2021	CR&R	3-YARD, 40-YARD DISPOSAL FEES	825.20
146103	07/01/2021	CROSSROADS FAMILY DENTAL GROUP	COVID19: BUSINESS ASSISTANCE LOAN	10,000.00
146104	07/01/2021	DATA TICKET, INC.	DAILY CITATION PROCESSING MAY 2021	186.22
146105	07/01/2021	DELL MARKETING LP	NEW PC FOR CITY CLERK IN COUNCIL CHAMBERS	11,207.82
146106	07/01/2021	PERRIS GARDEN APARTMENTS	COVID19: MORTGAGE/RENTAL ASSISTANCE PROGRAM	6,460.00
146107	07/01/2021	FASTENAL COMPANY	MASTER (3) LOCKS	2,122.46
146108	07/01/2021	FEDERAL EXPRESS CORP	5/07-5/10/2021	164.60
146109	07/01/2021	FIELDMAN, ROLAPP & ASSOCIATES	PROFESSIONAL SERVICES: GENERAL ADVISORY	2,059.50
146110	07/01/2021	FLO-SERVICES, INC.	MECHANICAL REPLACEMENT AND PUMP INSTALL	16,944.47
146111	07/01/2021	JAMES FRIGO	VISION REIMBURSEMENT	706.00
146112	07/01/2021	GAVILAN SPRINGS NURSERY	PERRIS GREEN CITY FARM MAINTENANCE	64.65
146113	07/01/2021	GENERAL MASTRIX CONST.	227 N D STREET	44,077.00
146114	07/01/2021	HAULAWAY STORAGE CONT, INC	20FT CONTAINER RENTAL AT 1093 HARLEY KNOX BLVD	165.20

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CK No.	DATE	VENDOR	DESCRIPTION	AMOUNT
146115	07/01/2021	ZAHID HUERTA	VISION REIMBURSEMENT	850.00
146116	07/01/2021	IDN WILCO, INC.	PUB WORKS: ILCO KEY	268.30
146117	07/01/2021	VOID	VOID	0.00
146118	07/01/2021	INFRAMARK LLC	WATER SERVICES: OPERATIONS/MAINTENANCE MAY 2021	89,886.97
146119	07/01/2021	INLAND ROAD SERVICE & TIRE	SERVICE CALLS/FLAT REPAIR/FUEL CHARGE	2,887.15
146120	07/01/2021	INTERPRETERS UNLIMITED	SERVICES 5/01-5/31/21	42.00
146121	07/01/2021	KUSTOM SIGNALS, INC	SHERIFF DEPT: PROLASER SVC	10,750.00
146122	07/01/2021	L-K FAMILY II, LLC	TBRA: RENTAL ASSISTANCE FEB-SEPT2021	16,640.00
146123	07/01/2021	LAWN TECH	TRIMMER MAINTENANCE/REPAIRS	107.31
146124	07/01/2021	CARLA LOPEZ	VISION REIMBURSEMENT	645.00
146125	07/01/2021	CRYSTAL LOPEZ	VISION REIMBURSEMENT	44.30
146126	07/01/2021	ALEX MACIAS	VISION REIMBURSEMENT	807.00
146127	07/01/2021	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	2,362.67
146128	07/01/2021	MARTIN MARTINEZ	CS DEPT TRAINING REIMBURSEMENT: XPRESS DOT 5/20/21	90.00
146129	07/01/2021	CLARA E. MIRAMONTES	VISION REIMBURSEMENT	533.80
146130	07/01/2021	ADRIENNE MORALES	VISION REIMBURSEMENT	354.94
146131	07/01/2021	MICHAEL MORALES	VISION REIMBURSEMENT	446.42
146132	07/01/2021	NAPA AUTO PARTS	VARIOUS PARTS FOR PW VEHICLES	144.07
146133	07/01/2021	NUTRIEN AG SOLUTION, INC.	IRRIGATION/LANDSCAPE MAINT MATERIALS	2,249.81
146134	07/01/2021	OCHOA'S BACKFLOW SYSTEMS	ANNUAL CERTIFICATION OF 113 BACKFLOW PREVENTION ASS	5,690.00
146135	07/01/2021	OTIS ELEVATOR COMPANY	BOB GLASS GYM ELEVATOR MAINT	2,600.00
146136	07/01/2021	PERRIS CAR WASH	PUB WORKS VEHICLE LIC# 1395653	18.99
146137	07/01/2021	RIGHTWAY	PORTABLE TOILET SERVICES	103.18
146138	07/01/2021	COUNTY OF RIVERSIDE	OCTOBER 2020 LAB BILLING	50.00
146139	07/01/2021	SAFETY-KLEEN SYSTEMS, INC.	PARTS WASHER SERVICE	651.33
146140	07/01/2021	SOUTHERN CALIFORNIA EDISON	SERVICES 4/27-5/25/2021	794.53
146141	07/01/2021	STATEWIDE EMERGENCY SERV	280 W. NUEVO RD: PERSONNEL, EQUIPMENT	19,106.41
146142	07/01/2021	STEVE LEMON AIR COND.	EMERGENCY A/C UNIT REPLACEMENT	23,222.00

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146143	07/01/2021	TalentZok	TEMP STAFF SERVICES	4,748.61
146144	07/01/2021	SPECTRUM BUSINESS	CITY WIDE INTERNET SERVICES 5/11-6/10/21	3,829.12
146145	07/01/2021	TITAN CONTRACTORS	RETENTION RELEASE: F015 PUBLIC WORKS	5,752.42
146146	07/01/2021	TRANSPORT GRAPHICS	PARKS: CITY LOGO DECALS	64.84
146147	07/01/2021	ANGELIC TREJO	CS DEPT: PARTY SUPPLIES REIMBURSEMENT	112.95
146148	07/01/2021	TRULY NOLEN BRANCH 064	PEST CONTROL: 1015 S G STREET	157.00
146149	07/01/2021	UNIFIRST CORPORATION	MAT SERVICE FEES	946.40
146150	07/01/2021	UNITED RENTALS INC.	BACKHOE LOADER EQUIPMENT RENTAL	807.58
146151	07/01/2021	UNITED STORM WATER, INC	FLOOD CONTROL: FCD1-2017-18-02 PMT#1 2/16-3/17/2021	121,492.05
146152	07/01/2021	VERIZON WIRELESS	SHERIFF ACCT: 471903601-00011 5/11-6/10/2021	122.76
146153	07/01/2021	WALTERS WHOLESAL ELECTRIC	500FT REEL - STREETS DEPT USAGE/FIRE STATION/HARLEY KNOX	751.77
146154	07/01/2021	TRAVIS WILLIAMS	WORK BOOT REIMBURSEMENT	250.00
146155	07/01/2021	WINZER CORPORATION	(3) ISI ORANGE 90 PAILS/CLEANERS & SOLVENTS	2,172.85
146156	07/07/2021	AMERICAN INN	CDBG: HOTEL VOUCHER	1,892.00
146157	07/07/2021	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	12,588.93
146158	07/07/2021	CREATIVE PRINTING	PRINTING OF WATER BILLS	755.54
146159	07/07/2021	INTERWEST CONSULTING GROUP, INC.	LANDSCAPE/PLAN CHECK/INSPECTION SVCS 11/01-11/30/2020	3,438.75
146160	07/07/2021	J THAYER COMPANY, INC.	OFFICE SUPPLIES	64.52
146161	07/07/2021	LA GARE CAFE	COVID19: SR LUNCH BOXES JAN-MAR 2021	489.62
146162	07/07/2021	HECTOR LEDESMA	VISION REIMBURSEMENT	815.61
146163	07/07/2021	PINEDA GENERAL CONST.	GATE/FENCE REPAIRS FC-14C CARLISLE STREET	2,875.00
146164	07/07/2021	RK ENGINEERING GROUP INC	DPR21-00001 1ST INDUSTRIAL	1,500.00
146165	07/07/2021	LAURA SOSA	FITNESS: ADULT DISTANCE LEARNING 5/03-5/28/21	1,800.00
146166	07/07/2021	WATER EDUCATION SERVICES, INC	PROFESSIONAL SERVICES: WATER & SEWER, JUNE 2021	4,070.00
146167	07/07/2021	WEST COAST ARBORISTS, INC	FY21-22 BENEFIT ZONES TREE SERVICES 5/16-5/31/2021	83,377.90
146168	07/08/2021	ADLERHORST INTERNATIONAL LLC	ON-SITE K-9 TRAINING MAY-JUNE 2021	350.00
146169	07/08/2021	AMAZON CAPITAL SERVICES	GROW PERRIS HARVEST SUPPLIES	91.86
146170	07/08/2021	ANDERSON ELECTRIC	REPAIRS/MAINTENANCE AT VARIOUS LOCATIONS	1,440.00

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146171	07/08/2021	AUTO ZONE COMMERCIAL	CLEANER/DEGREASER	13.13
146172	07/08/2021	REDLANDS TOWNE SQUARE	COVID19: MORTGAGE/RENTAL ASSISTANCE PROGRAM	8,640.00
146173	07/08/2021	CAL-STORM COMPLIANCE, INC.	MORGAN PARK PHSE II, MAR 2021	300.00
146174	07/08/2021	CAMPOS MATERIALS	(3) YARDS BASE	91.35
146175	07/08/2021	ZAIRA TARBAUX	VISION REIMBURSEMENT	510.00
146176	07/08/2021	CASEYS FUN FOR ALL DAY CARE	BUSINESS ASSITANCE LOAN, ROUD 2 2021	10,000.00
146177	07/08/2021	CB KENNER, INC.	227 N D ST: RETENTION RELEASE APP5 1/01-2/02/2021	17,016.40
146178	07/08/2021	COMMUNITY WORKS DESIGN GROUP	ENCHANTED HILLS PARK PROJECT MAR-APR 2021	19,263.83
146179	07/08/2021	CORE & MAIN LP	GROUNDS MAINT SUPPLIES	274.55
146180	07/08/2021	CORPORATE PAYMENT SYSTEMS	CM: BUSINESS MEALS/FUEL 4/13-5/04/21	300.97
146181	07/08/2021	CORPORATE PAYMENT SYSTEMS	DECALS/SHERIFF CONFERENCE/MUSIC CLASS EQUIPMENT	3,367.23
146182	07/08/2021	CORPORATE PAYMENT SYSTEMS	OFFICE FURNITURE/GRADUATION PARADE/MOTHER'S DAY EVENT	5,031.41
146183	07/08/2021	CORPORATE PAYMENT SYSTEMS	GREAT PLATES PROGRAM 5/11-5/26/2021	32,976.44
146184	07/08/2021	CRIME SCENE STERI-CLEAN, LLC	E RIDER & REDLANDS	750.00
146185	07/08/2021	PAUL DAGATAN	VISION REIMBURSEMENT	746.00
146186	07/08/2021	COUNTY OF RIVERSIDE	MORGAN PARK: SNACK HEALTH PERMIT	150.00
146187	07/08/2021	EASTERN MUNICIPAL WATER DISTRICT	MORGAN PARK PHSE II DEPOSIT	1,760.00
146188	07/08/2021	FEDERAL EXPRESS CORP	5/05-6/15/2021	434.02
146189	07/08/2021	EVERETT HAMBLY IV	REIMB: MILEAGE/WIRECAST PRO-UPGRADE STUDIO	291.28
146190	07/08/2021	HINDERLITER DELLAMAS & ASSO.	CANNABIS MANAGEMENT PROGRAM, MAR 2021	7,000.00
146191	07/08/2021	JUAN SOLIS	PUBLIC ART MURAL/YOUTH ART CLASSES PMT#5	6,700.00
146192	07/08/2021	KUSTOM SIGNALS, INC	SHERIFF: PROLASER SERVICES	671.58
146193	07/08/2021	CRYSTAL LOPEZ	CS DEPT: FEB-MAR BIRTHDAY CELEBRATIONS	53.00
146194	07/08/2021	LOS ANGELES ENGINEERING, INC.	MORGAN PARK 4/01-4/30/2021	359,040.15
146195	07/08/2021	NFPA INTERNATIONAL	RENEWAL THRU 8/23/22 D MARTINEZ ID 3131616	175.00
146196	07/08/2021	OCEAN BLUE ENVIROMENTAL SERV.	FLOOD CONTROL: FCGF1-2019-2020-1 OCT 2020	12,990.60
146197	07/08/2021	PEUKERT,SHAWN	WATER DEPOSIT REFUND	893.15
146198	07/08/2021	QC SOUTHWEST, INC.	MORGAN PARK PH II	1,019.36

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146199	07/08/2021	REBECCA RIVERA	VISION REIMBURSEMENT	850.00
146200	07/08/2021	RSR SERVICES LLC	BUSINESS ASSITANCE LOAN, ROUD 2 2021	10,000.00
146201	07/08/2021	JOAN SARMIENTO-ARRIOLA	VISION REIMBURSEMENT	495.90
146202	07/08/2021	SOUTHERN CALIFORNIA EDISON	BZ/GF 4/27-5/25/2021	8,420.70
146203	07/08/2021	SITONE LANDSCAPE SUPPLY, LLC	HERBICIDE	787.56
146204	07/08/2021	STATER BROS MARKETS	GROW PERRIS PROGRAM SUPPLIES	21.29
146205	07/08/2021	TalentZok	TEMP STAFF SERVICES	210.80
146206	07/08/2021	TEXAS A&M AGRILIFE EXTENSION	USDA FARM TO SCHOOL CURRICULUM	482.99
146207	07/08/2021	TRANSPORT GRAPHICS	PUB WORKS: SET OF DECALS	70.27
146208	07/08/2021	ANGELIC TREJO	PARSK MEETING/SUPPLIES 6/15-6/16/21	82.75
146209	07/08/2021	U.S. BANK	BANK ADMIN FEES 10/01/20-9/30/2021	59,080.00
146210	07/08/2021	USC FOUNDATION OFFICE	CROSS-CONNECTION CONTROL SPECIALIST	1,220.00
146211	07/08/2021	LORENA VIDRIO	VISION REIMBURSEMENT	367.20
146212	07/08/2021	JOSE ZELAYA	WORK BOOT REIMBURSEMENT	217.48
146213	07/12/2021	VERIZON WIRELESS	CITY CELL PHONES 5/14-6/13/21	17,336.33
146214	07/14/2021	ADVANCE REFRIGERATION & ICE	227 N D STREET: INSTALLED WATER FILTER FOR ICE MAKER	640.30
146215	07/14/2021	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	2,545.84
146216	07/14/2021	BILL & DAVE'S LDSC MAINTENANCE	IRRIGATION REPAIRS AT VARIOUS BENEFIT ZONES	610.99
146217	07/14/2021	CHRISTINA AVILA	UNIFORM REIMBURSEMENT	95.13
146218	07/14/2021	FLOWATER, INC.	DRINKING WATER DISPENSER (RENTAL)	514.11
146219	07/14/2021	HOME DEPOT CREDIT SERVICES	PARKS DEPT: MAINT MATERIALS	1,093.89
146220	07/14/2021	INTERWEST CONSULTING GROUP	VARIOUS ENGINEERING PROJECTS	40,614.96
146221	07/14/2021	J THAYER COMPANY, INC.	OFFICE SUPPLIES	938.69
146222	07/14/2021	LA GARE CAFE	COVID19: SR LUNCH BOXES MAR-APRIL 2021	1,290.28
146223	07/14/2021	LAURA SOSA	FITNESS: ADULT DISTANCE LEARNING/SR WALKING CLUB	2,350.00
146224	07/14/2021	TEAMSTERS LOCAL 911	UNION DUES, JULY 2021	3,437.00
146225	07/14/2021	WEST COAST ARBORISTS, INC	TREE SERVICES: BENEFIT ZONES 6/01-6/15/2021	18,303.90
146226	07/15/2021	ALL PRO PLUMBING	FIRE STATION #101 105 S F STREET	14,436.60

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146227	07/15/2021	AMAZON CAPITAL SERVICES	SUPPLIES FOR VARIOUS RECREATION EVENTS, PROGRAMS	2,257.43
146228	07/15/2021	ANDERSON ELECTRIC	REPAIRS/MAINTENANCE AT VARIOUS LOCATIONS	4,828.00
146229	07/15/2021	BRITNEY SEGEDY	CITY HALL LANDSCAPE SUPPLIES	79.12
146230	07/15/2021	AUTO ZONE COMMERCIAL	PARTS: 2008 CHEVROLET SILVERADO TRUCK	198.54
146231	07/15/2021	BARRY KAY ENTERPRISES, INC	VARIOUS SPORTS UNIFORMS	2,652.76
146232	07/15/2021	DEREK BROWN	VIRTUAL RECREATION PROGRAM: HIP HOP CLASS	450.00
146233	07/15/2021	CINTAS	FACILITIES SUPPLIES FOR VARIOUS DEPT	251.03
146234	07/15/2021	COMMUNITY WORKS DESIGN GROUP	ENCHANTED HILLS PARK PROJECT OCT 20 & FEB 2021	19,956.25
146235	07/15/2021	MALCOLM CORONA	CANDIDATE REFUND FOR NOV 2020 ELECTION	168.15
146236	07/15/2021	CR&R	SERVICES: 1706 GOET RD	23.19
146237	07/15/2021	CR&R	TRASH FEES COLLECTED BY EMWD, MAY 2021	361,621.95
146238	07/15/2021	DAN'S FEED AND SEED INC.	VARIOUS PARKS SUPPLIES	173.97
146239	07/15/2021	DELL MARKETING LP	NEW LAPTOP FOR ACM	1,965.01
146240	07/15/2021	EARTHCHEM INDUSTRIAL SUPPLY, LLC	COVID19: DISINFECTANT WIPES/ODOR KILLER/GLOVES	3,710.64
146241	07/15/2021	EASTERN MUNICIPAL WATER DISTRICT	PARKS 5/24-6/22/2021	84,491.89
146242	07/15/2021	EXPERIAN	WATER CREDIT CHECK SERVICES	53.35
146243	07/15/2021	FAST 5 PERRIS 8, LLC	PARKS FLEET, APRIL 2021	113.40
146244	07/15/2021	FEDERAL EXPRESS CORP	6/03-6/24/2021	372.68
146245	07/15/2021	MARYLIN FLORES	PUBLIC HEALTH DEPT PROGRAMMING SUPPLIES	67.54
146246	07/15/2021	FRONTIER	PHONE 209-151-3935 6/19-7/18/21	69.37
146247	07/15/2021	ARTURO GARCIA	VISION REIMBURSEMENT	331.84
146248	07/15/2021	GUMARO GONZALEZ	VISION REIMBURSEMENT	666.00
146249	07/15/2021	GORM, INC.	BUILDING MAINTENANCE MATERIALS	919.01
146250	07/15/2021	GRAINGER	PARKS MAINT SUPPLIES	1,415.39
146251	07/15/2021	ALTA HARRIS	MILEAGE REIMBURSEMENT	14.78
146252	07/15/2021	HELIX ENVIRONMENTAL PLANNING	ENCHANTED HILLS PARK 4/25/2021	261.25
146253	07/15/2021	HERA GENERAL ENGINEERING, INC.	ENCHANTED HILLS PARK GRADING	10,747.64
146254	07/15/2021	HEXNODE	WATER PAYMENT: KIOSK SOFTWARE 7/06-7/06/2022	7,761.60

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146255	07/15/2021	VISUAL EDGE, INC.	CS DEPT: PRINTING SERVICES 7/01-7/31/21	52.59
146256	07/15/2021	IMPERIAL SPRINKLER SUPPLY	PARKS: IRRIGATION SUPPLIES	1,718.82
146257	07/15/2021	INLAND LIGHTING SUPPLIES, INC.	CITY HALL: PARKING LOT LIGHT REPAIRS	193.95
146258	07/15/2021	JUAN LEMUS	WORK BOOT REIMBURSEMENT	250.00
146259	07/15/2021	CRYSTAL LOPEZ	MILEAGE REIMBURSEMENT	95.14
146260	07/15/2021	LOS ANGELES ENGINEERING, INC.	MORGAN PARK 5/01-5/31/2021	33,725.00
146261	07/15/2021	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	4,905.79
146262	07/15/2021	MICHAEL MORALES	PW SUPPLY REIMBURSEMENT	30.71
146263	07/15/2021	MUNICIPAL CODE CORPORATION	PRINTING AND PUBLISH SERVICES 6/01-5/31/2022	475.00
146264	07/15/2021	MUSCO SPORTS LIGHTING, LLC	RECREATION SPORTS SUPPLIES	900.00
146265	07/15/2021	NATIONAL BUSINESS FURNITURE, LLC	NEW FINANCE OFFICE FURNITURE	24,286.69
146266	07/15/2021	PROFORMA	GROW PERRIS PROMOTIONAL ITEMS	340.38
146267	07/15/2021	SERGIO ORTIZ	WORK BOOTS/UNIFORM REIMBURSEMENT	495.22
146268	07/15/2021	NANNETTE PLASCENCIA	CANDIDATE REFUND FOR NOV 2020 ELECTION	168.15
146269	07/15/2021	ACC	COVID19: MORTGAGE/RENTAL ASSISTANCE PROGRAM	6,900.00
146270	07/15/2021	PURCHASE POWER	POSTAGE METER REFILL 7/01/21	4,007.00
146271	07/15/2021	RIGHTWAY	PORTABLE TOILET SERVICES	1,465.40
146272	07/15/2021	RIVERSIDE RUBBER STAMP & ENGR.	CUSTOM STAMP, CITY MANAGER	21.22
146273	07/15/2021	RIVERSIDE COUNTY SHERIFF'S DEPT	CONTRACT LAW ENFORCEMENT, RATE ADJUSTMENT BILLING	2,697,139.06
146274	07/15/2021	RITA ROGERS	CANDIDATE REFUND FOR NOV 2020 ELECTION	168.15
146275	07/15/2021	SC FUELS	FUEL CARDS	4,928.03
146276	07/15/2021	SOUTHERN CALIFORNIA EDISON	TRAFFIC SIGNAL 5/05-6/03/2021	675.11
146277	07/15/2021	DANIEL SOARES	UNIFORM REIMBURSEMENT	208.76
146278	07/15/2021	SOCAL ACCESS AND VIDEO	MATERIAL/LABOR FOR SOLAR PANEL/MONITORING SYSTEM	13,751.81
146279	07/15/2021	SPARKLETT'S	BOTTLED WATER SERVICES	141.51
146280	07/15/2021	STATER BROS MARKETS	SENIOR CENTER/GROW PERRIS/STAFF MEETING SUPPLIES	157.96
146281	07/15/2021	ARIZONA MACHINERY LLC	FIELD EQUIPMENT REPAIRS	253.96
146282	07/15/2021	SUNSET GRAPHICS	YAC CITY LOGO UNIFORMS	4,137.06

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146283	07/15/2021	SYNTECH	SDWAN PROJECT, FORTIGUARD 3 YR	25,028.21
146284	07/15/2021	RUCHIRA TEJPAL	VISION REIMBURSEMENT	85.00
146285	07/15/2021	SPECTRUM BUSINESS	PARAGON PARK INTERNET 6/08-7/07/21	294.98
146286	07/15/2021	TRANSPORT GRAPHICS	CITY YARD: FRONT WINDOW "HOURS OF OPERATION"	25.00
146287	07/15/2021	ROBERT TREJO	CODE ENFORCEMENT SEMINAR/VISION REIMBURSEMENT	1,505.36
146288	07/15/2021	UNIFIRST CORPORATION	MAT SERVICE FEES	199.02
146289	07/15/2021	VOYAGER FLEET	FUEL CARDS	457.06
146290	07/15/2021	WALTERS WHOLESAL ELECTRIC CO	CITY HALL MAINTENANCE	460.03
146291	07/15/2021	WESTERN EXTERMINATOR COMPANY	PEST CONTROL SERVICES	158.50
146292	07/15/2021	WINGRAPHICS, INC	COVID TESTING SITE SIGNAGE	199.34
146293	07/15/2021	XEROX FINANCIAL SERVICES	COPIER LEASE PAYMENT JUN-JULY 21	449.96
146294	07/15/2021	EVERETT SMITH DESIGNS	CITY HALL RESTROOM IMPROVEMENT PROJECT	8,000.00
146295	07/22/2021	ALESHIRE & WYNDER, LLP	LEGAL SERVICES: PERSONNEL/LABOR MAY 2021	5,064.00
146296	07/22/2021	AMERICAN INN	CDBG: HOTEL VOUCHERS 6/25-7/06/21	2,640.00
146297	07/22/2021	BARNES CONSTRUCTION, INC.	329 S "D" STREET PAINT WALL	1,750.00
146298	07/22/2021	BILL & DAVE'S LDSC MAINTENANCE	IRRIGATION REPAIRS AT VARIOUS BENEFIT ZONES	276.10
146299	07/22/2021	HOME DEPOT CREDIT SERVICES	FACILITY TOOLS/BATTERY/SANDER/ETC	333.59
146300	07/22/2021	J THAYER COMPANY, INC.	OFFICE SUPPLIES	47.26
146301	07/22/2021	LIFE LIFTERS INTERNATIONAL	CDBG PROGRAM, JUNE 2021	3,862.56
146302	07/22/2021	LOVE 4 LIFE ASSOCIATION	CDBG EXPENDITURES MAR-MAY 2021	3,465.25
146303	07/22/2021	BOYS & GIRLS CLUB OF MENIFEE	CDBG EXPENDITURES MAR-APR 2021	5,040.76
146304	07/22/2021	DAVID OSORIO	YOUTH SUMMER PROGRAM: GUITAR LESSONS	400.00
146305	07/22/2021	PACIFIC CODE COMPLIANCE	EMERGENCY SERVICES, JUNE 2021	2,015.00
146306	07/22/2021	REGIONAL CONSERVATION AUTHORITY	MSHCP FEES COLLECTED, JUNE 2021	178,824.00
146307	07/22/2021	RK ENGINEERING GROUP INC	PLAN CHECK SERVICES	4,390.00
146308	07/22/2021	LAURA SOSA	YOUTH SUMMER PROGRAM: VOLLEYBALL/ZUMBA	800.00
146309	07/22/2021	ARVIE DAGATAN	EDUCATION REIMBURSEMENT FY21-22	1,500.00
146310	07/22/2021	CSMFO	CSMFO INTERMEDIATE GOV. ACCOUNTING/FINANCIAL REPORTING	150.00

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146311	07/22/2021	FEDERAL EXPRESS CORP	6/25-7/02/2021	159.66
146312	07/22/2021	JOYCE LEE	VISION REIMBURSEMENT	677.89
146313	07/22/2021	ADAME LANDSCAPE, INC.	BZ-49 INSTALL PLANTS	21,593.00
146314	07/22/2021	AMAZON CAPITAL SERVICES	PERRIS GREEN CITY FARM & HR OFFICE SUPPLIES	464.10
146315	07/22/2021	BANNER BANK	RETENTION RELEASE: LOS ANGELES ENGINEERING INV#7 & #8	20,671.85
146316	07/22/2021	CINTAS	FACILITY SUPPLIES	591.43
146317	07/22/2021	CITI CARDS	FIRE STATION 101/END OF YEAR STAFF LUNCH/YAC EVENT	3,714.74
146318	07/22/2021	CITIZENS BUSINESS BANK	REPLENISH PETTY CASH 12/16-6/04/2021	963.62
146319	07/22/2021	CURTIS ROSENTHAL, INC.	APPRAISAL FEES	4,500.00
146320	07/22/2021	DUDEK	PERRIS VALLEY MDP LINE E PROJECT	2,896.70
146321	07/22/2021	EASTERN MUNICIPAL WATER DISTRICT	SERVICES MAY-JUNE 2021	29,101.51
146322	07/22/2021	ELITE FIRE PROTECTION	CHAMBER OF COMMERCE: NEW FIRE EXTINGUISHERS	283.09
146323	07/22/2021	EMPLOYMENT SCREENING SERVICES	BACKGROUND CHECKS	15.50
146324	07/22/2021	FULLER TRUCK ACCESSORIES	PARTS FOR 2020 CHEVROLET TRUCK	3,082.73
146325	07/22/2021	SARINA GILMORE	MILEAGE REIMBURSEMENT	47.60
146326	07/22/2021	GORM, INC.	OFFICE SAFETY SUPPLIES	590.04
146327	07/22/2021	GRAFFITI TRACKER INC	GRAFFITI TRACKING SERVICES	4,725.00
146328	07/22/2021	GREEN BOX MACHINE INTERNATIONAL	GROW PERRIS FARM TO SCHOOL	975.00
146329	07/22/2021	GUARANTEED JANITORIAL SERVICE, INC	COVID19: PARKS RESTROOMS/PLAYGROUND SANITATION	2,871.00
146330	07/22/2021	GUARANTEED JANITORIAL SERVICE, INC	COVID19: PARKS RESTROOMS/PLAYGROUND SANITATION	19,722.30
146331	07/22/2021	HAULAWAY STORAGE CONTAINERS, INC	20 FT CONTAINER RENTAL 1093 HARLEY KNOX	165.20
146332	07/22/2021	IMPERIAL SPRINKLER SUPPLY	PARKS STOCK SUPPLIES	5,327.51
146333	07/22/2021	INFRAMARK LLC	OPERATIONS/MAINTENANCE WATER SYSTEM JUNE 2021	89,774.47
146334	07/22/2021	INLAND ROAD SERVICE & TIRE	OTR SERVICE CALL, CAMSO MOTOR GRADER	1,263.40
146335	07/22/2021	INTERPRETERS UNLIMITED	PERRIS STATION 6/01-6/30/21	68.00
146336	07/22/2021	IRON MOUNTAIN	CMMTY SVCS FILE STORAGE 6/01-6/30/21	343.63
146337	07/22/2021	JACKSON LEWIS PC	PROFESSIONAL SERVICES: HR DEPARTMENT	531.00
146338	07/22/2021	KIMLEY-HORN AND ASSOCIATES, INC.	LOCAL ROAD SAFETY PLAN	5,360.68

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146339	07/22/2021	LAWN TECH	FIELD EQUIPMENT REPAIRS	219.78
146340	07/22/2021	JUAN LEMUS	VISION REIMBURSEMENT	710.02
146341	07/22/2021	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	940.69
146342	07/22/2021	LUIS NATERA	VISION REIMBURSEMENT	93.24
146343	07/22/2021	NATIONAL DRIVE	TEAMSTERS DRIVE, JUNE 2021	12.00
146344	07/22/2021	NETFILE	PROFESSIONAL SERVICES: ADMIN	8,400.00
146345	07/22/2021	NORTH COUNTY HEALTH PROJECT, INC.	MEDICAL/DENTAL SERVICES MAY 2021	908.32
146346	07/22/2021	NUTRIEN AG SOLUTION, INC.	STREETS MAINT MATERIALS	188.69
146347	07/22/2021	PALACIOS LAW OFFICE	LEGAL SERVICES: ANIMAL CONTROL DEPT	243.75
146348	07/22/2021	PAPER RECYCLING & SHREDDING	ON-SITE SHREDDING SERVICES	63.00
146349	07/22/2021	PRECISION SURVEY SUPPLY LLC	SHERIFF: CLEANING/CALIBRATION SERVICES	550.00
146350	07/22/2021	PREFERRED BENEFIT INSURANCE	DELTA DENTAL, JUNE 2021	7,048.90
146351	07/22/2021	QC SOUTHWEST, INC.	MORGAN PARK PHASE II JUNE 2021	9,578.55
146352	07/22/2021	RAIN FOR RENT RIVERSIDE	BZ-56 EQUIPMENT RENTAL	3,567.19
146353	07/22/2021	RIGHTWAY	PORTABLE TOILET SERVICES	103.18
146354	07/22/2021	RINCON CONSULTANTS, INC	NUEVO RD BRIDGE CROSSING	2,338.75
146355	07/22/2021	RIVERSIDE COUNTY SHERIFF'S DEPT	EXTRA DUTY: SPECIAL EVENTS	1,665.26
146356	07/22/2021	ADALBERT ROJALES	REIMB: PEPPER SPRAY/TEAR GAS TRAINING	40.00
146357	07/22/2021	ROSA'S BRIDE & TUX BOUTIQUE	RENTALS FOR YAC EVENT	318.94
146358	07/22/2021	SC FUELS	FUEL CARDS	9,984.39
146359	07/22/2021	SITEONE LANDSCAPE SUPPLY, LLC	BZ-14A WEATHERTRAK	1,439.74
146360	07/22/2021	SOUTHERN CALIFORNIA EDISON	SERVICES: GOETZ ROAD	10,410.74
146361	07/22/2021	SOUTHWEST MATERIAL HANDLING, INC.	CITY YARD PROJECT	5,098.37
146362	07/22/2021	STATE OF CALIFORNIA	BLOOD ALCOHOL ANALYSIS	455.00
146363	07/22/2021	STATER BROS MARKETS	JR MASTER PROGRAM SUPPLIES	64.02
146364	07/22/2021	SYNTECH	SERVER UPGRADE/MERCADO PARK ANTENNA/PHISHING AWARENESS TRAI	22,623.36
146365	07/22/2021	TACOS EL GUERRERENSE	CS DEPT LUNCHEON	750.00
146366	07/22/2021	TalentZok	TEMP STAFF SERVICES	1,054.00

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146367	07/22/2021	TEXAS A&M AGRILIFE EXTENSION	PERRIS USDA FARM TO SCHOOL	482.99
146368	07/22/2021	COUNTY OF RIVERSIDE	TRAFFIC LIGHT MAINT: VARIOUS 5/01-5/31/2021	43,386.52
146369	07/22/2021	TRAFFIC LOGIX CORPORATION	EVOLUTION RADAR FEEDBACK SIGNS	14,807.01
146370	07/22/2021	ULINE	(30) TALL CORRUGATED BOXES	161.22
146371	07/22/2021	UNITED SITE SERVICES	MOVIES IN THE PARK: PORTABLE RESTROOMS	712.77
146372	07/22/2021	UNITED WAY OF THE INLAND VALLEY	EMPLOYEE CONTRIBUTION, JUNE 2021	36.00
146373	07/22/2021	VERIZON WIRELESS	PW ACCT 00010 5/14-6/13/2021	266.07
146374	07/22/2021	WALTERS WHOLESAL ELECTRIC CO	"D" STREET ELECTRICAL REPAIRS	433.30
146375	07/22/2021	WESTERN RIVERSIDE COUNCIL OF GOV	TUMF FEES COLLECTED, JUNE 2021	456,572.00
146376	07/28/2021	AMERICAN FORENSIC NURSES LLC	BLOOD DRAWS	770.00
146377	07/28/2021	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	7,377.19
146378	07/28/2021	BILL & DAVE'S LDSC MAINTENANCE	IRRIGATION REPAIRS AT VARIOUS BENEFIT ZONES	85,247.20
146379	07/28/2021	STACIE DAIN	VISION REIMBURSEMENT	252.55
146380	07/28/2021	FLOWATER, INC.	DRIKING WATER DISPENSER (RENTAL)	224.04
146381	07/28/2021	HOME DEPOT CREDIT SERVICES	WASHER-JANITORIAL USE/FOSS FIELD MAINT/SENIOR CENTER PAINT	3,011.18
146382	07/28/2021	INTERWEST CONSULTING GROUP, INC.	VARIOUS ENGINEERING PROJECTS	208,928.08
146383	07/28/2021	J THAYER COMPANY, INC.	OFFICE SUPPLIES	770.03
146384	07/28/2021	LEILANI CONSTRUCTION INC.	PANEL REPAIR AUTO ACCIDENT: RAMONA EXPWY	5,950.00
146385	07/28/2021	MAMCO INC.	GOETZ ROAD IMPROVEMENTS	861,366.55
146386	07/28/2021	PACIFIC CODE COMPLIANCE	INTERIM BLDG OFFICIAL & INTERIM BLG INSPECTOR, JUNE 2021	25,543.38
146387	07/28/2021	JIM FORBES VOICE, INC.	HARLEY KNOX INTERCHANGE AD	272.42
146388	07/28/2021	WILLDAN FINANCIAL SERVICES	SPECIAL TAX CONSULTING	14,500.00
146389	07/29/2021	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	3,773.50
146390	07/29/2021	STACIE DAIN	VISION REIMBURSEMENT	238.28
146391	07/29/2021	FLOWATER, INC.	DRIKING WATER DISPENSER (RENTAL)	535.93
146392	07/29/2021	LYONS SECURITY SERVICE INC.	PARKS: SURVEILLANCE/SECURITY OFFICER CITY HALL/ PATROL	34,791.89
146393	07/29/2021	ACTIVE IMPRESSIONS	GROW PERRIS HARVEST /STAFF UNIFORMS/GEAR PROGRAM	921.69
146394	07/29/2021	ADAME LANDSCAPE, INC.	LANDSCAPE MAINT MAY-JUN 2021 & VARIOUS IRRIGATION REPAIRS	76,524.56

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CK No.	DATE	VENDOR	DESCRIPTION	AMOUNT
146395	07/29/2021	AIR & HOSE SOURCE, INC.	PARTS FOR SHOP EQUIPMENT	336.52
146396	07/29/2021	AMAZON CAPITAL SERVICES	DEV SVCS DESKTOP/PARKS OFFICE ICE MAKER/PTV STUDIO SUPPLIES	7,017.52
146397	07/29/2021	AMERICAN DYNAMIC SERVICES, INC	QTRLY MONITORING 7/01-9/30/2021	135.00
146398	07/29/2021	ANDERSON ELECTRIC	REPAIRS/MAINTENANCE AT VARIOUS LOCATIONS	5,796.00
146399	07/29/2021	COUNTY OF RIVERSIDE	ANIMAL SHELTER SERVICES DEC-APRIL 2021	38,528.89
146400	07/29/2021	MARIA ARREGUIN	VISION REIMBURSEMENT	639.19
146401	07/29/2021	AUTO ZONE COMMERCIAL	AIR FILTERS, WIPER BLADES, WHEEL LUG NUTS, ETC	222.27
146402	07/29/2021	BEST CARPET CLEANER	FIRE STATION 101	800.00
146403	07/29/2021	BMW MOTORCYCLES OF RIVERSIDE	SHERIFF: SERVICE/LABOR: 2020 BMW	981.03
146404	07/29/2021	CALIFORNIA VETERINARY SPECIALISTS	ANIMAL CONTROL DEPT: EXAMS 4/23-12/14/2020	1,200.00
146405	07/29/2021	CINTAS	FACILITY SUPPLIES	1,339.40
146406	07/29/2021	CINTAS	1ST KIT REFILL	198.81
146407	07/29/2021	CITIZENS BUSINESS BANK	PETTY CASH 6/05-6/30/2021	946.78
146408	07/29/2021	COMMUNITY WORKS DESIGN GROUP	ENCHANTED HILLS PARK PROJECT, JUNE 2021	833.35
146409	07/29/2021	CONCENTRA MEDICAL CENTERS	NEW HIRE SCREENING	83.50
146410	07/29/2021	CORPORATE PAYMENT SYSTEMS	ACM: BUSINESS MEALS 5/12-5/29/21	311.56
146411	07/29/2021	CORPORATE PAYMENT SYSTEMS	ACM: BUSINESS MEALS 6/18-7/08/21	464.58
146412	07/29/2021	CORPORATE PAYMENT SYSTEMS	CODE ENF OFFICE SUPPLIES/STAFF MEETING/GRADUATE GIFT CARDS	2,471.47
146413	07/29/2021	CORPORATE PAYMENT SYSTEMS	SUMMER CAMPAIGN GIFT CARDS/OFFICE FURNITURE/CUSTOM SUPPLIES	6,187.24
146414	07/29/2021	CORPORATE PAYMENT SYSTEMS	GREAT PLATE PROGRAM 6/13-7/06/21	14,543.85
146415	07/29/2021	CR&R	1093 HARLEY KNOX DUMP RENTAL/ENCAMPMENT CLEAN UP	4,104.58
146416	07/29/2021	DAN'S FEED AND SEED INC.	PARKS SUPPLIES	63.86
146417	07/29/2021	DEPT OF TRANSPORTATION	SIGNALS & LIGHTING JAN-MAR 2021	1,314.18
146418	07/29/2021	DORA NELSON AFRICAN AMERICAN	SENIOR CENTER BLACK HISTORY: LABEL PINS	500.00
146419	07/29/2021	DUDEK	PERRIS VALLEY MDP LINE E; STAGE 5 & 6 PROJECT	82.50
146420	07/29/2021	EASTERN MUNICIPAL WATER DISTRICT	WHOLESALE WATER AUG-SEPT 2019	3,426.00
146421	07/29/2021	EASTERN MUNICIPAL WATER DISTRICT	SERVICE 5/09-6/24/2021	306,195.24
146422	07/29/2021	ESGIL, LLC	PLAN REVIEW/PERMIT SERVICES	84,138.99

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CK No.	DATE	VENDOR	DESCRIPTION	AMOUNT
146423	07/29/2021	FAIR HOUSING COUNCIL OF RIVERSIDE	LANDLORD/TENANT PROGRAM, JUNE 2021	2,507.53
146424	07/29/2021	FORTE PAYMENTS	ANIMAL CONTROL DEPT: CREDIT CARD PROCESSING	73.63
146425	07/29/2021	HELIX ENVIRONMENTAL PLANNING	SAN JACINTO RIVER TRAIL PROJECT	15,639.12
146426	07/29/2021	HORIZONS CONSTRUCTION	CIVIC CENTER IMPROVEMENTS/COPPER CREEK PARK	386,255.57
146427	07/29/2021	HOUSTON & HARRIS PCS, INC.	EMERGENCY SEWER LINE REPAIR	15,730.25
146428	07/29/2021	IMPERIAL SPRINKLER SUPPLY	MONUMENT PARK: GROUND MAINTENANCE	592.28
146429	07/29/2021	IMPERIAL SPRINKLER SUPPLY	MAY RANCH PARK/CITY HALL	385.33
146430	07/29/2021	INFRAMARK LLC	GOETZ ROAD IMPROVEMENTS	1,118.85
146431	07/29/2021	INLAND DESERT SECURITY & COMM.	ANSWERING SERVICES	924.00
146432	07/29/2021	IRON MOUNTAIN	FINACE STORAGE SVCS 6/01-6/30/21	710.97
146433	07/29/2021	JIM ROGERS' LOCK & KEY	VARIOUS PARKS SUPPLIES	680.86
146434	07/29/2021	JOHNSON CONTROLS FIRE PROTECTION	SERVICE AGREEMENT: BOB GLASS GYM & 400 S DT PERRIS BANK	2,554.44
146435	07/29/2021	LANGUAGE NETWORK, INC.	COUNCIL MEETING 5/25/21	450.00
146436	07/29/2021	LAWLER'S TRIPLE L TOWING	TOWING SERVICES 6/10/2021	532.00
146437	07/29/2021	LAWN TECH	LANDSCAPE MAINT CHEMICALS	441.29
146438	07/29/2021	LOGOTECH, INC.	GROW PERRIS PROMOTIONAL ITEMS	421.18
146439	07/29/2021	CRYSTAL LOPEZ	PUBLIC HEALTH: STAFF MEETING/TESTING SITE REIMBURSEMENT	49.40
146440	07/29/2021	PAUL LOPEZ	REIMB: LUNCH MEETING W/ CITY OF MORENO VALLEY	123.80
146441	07/29/2021	LOR GEOTECHNICAL GROUP INC	GOETZ ROAD WIDENING IMPROVEMENT PROJECT	44,508.82
146442	07/29/2021	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	21,495.57
146443	07/29/2021	NUTRIEN AG SOLUTION, INC.	RANGER PRO, TURF TRAX BLUE	653.05
146444	07/29/2021	NUTRIEN AG SOLUTION, INC.	RANGER PRO/ROUND UP	552.32
146445	07/29/2021	OCEAN BLUE ENVIROMENTAL SERVICES	FLOOD CONTROL: FCGF 1-2019-2020-01 4/05-4/08/21	12,587.40
146446	07/29/2021	OTIS ELEVATOR COMPANY	BOB GLASS GYM ELEVATOR MAINT	272.01
146447	07/29/2021	PACKHAM & TOOMEY INC	FIRE STATION 101 TESTING/REPAIRS	999.35
146448	07/29/2021	EASTERN MUNICIPAL WATER DISTRICT	COVID19: UTILITY ASSISTANCE PROGRAM	319.18
146449	07/29/2021	PITNEY BOWES GLOBAL FINANCIAL	LEASE PAYMENT: INSTERTING SYSTEM	2,147.75
146450	07/29/2021	QUINN COMPANY	FINANCE CHARGE	62.87

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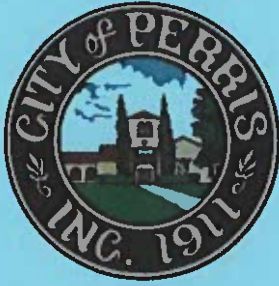
CK No.	DATE	VENDOR	DESCRIPTION	AMOUNT
146451	07/29/2021	NATIONAL COMMUNITY RENAISSANCE	COMMUNITY ENGAGEMENT: HOUSING ENV JUSTICE OCT 2020- MAY 2021	10,247.50
146452	07/29/2021	RHA LANDSCAPE ARCHITECTS- PLANNERS	COPPER CREEK PROP 68 5/26-6/25/2021	500.00
146453	07/29/2021	RIGHTWAY	PORTABLE TOILET SERVICES	897.50
146454	07/29/2021	COUNTY OF RIVERSIDE	FLEET FUEL, JUNE 2021	478.72
146455	07/29/2021	RCIT	RADIO SERVICES 6/01-6/30/2021	1,004.52
146456	07/29/2021	JOAN SARMIENTO-ARRIOLA	MILEAGE REIMBURSEMENT	24.73
146457	07/29/2021	SOUTHERN CALIFORNIA EDISON	BZ23 202 ORANGE AVE 5/05-6/14/21	48.32
146458	07/29/2021	SOUTHERN CALIFORNIA EDISON	TS76 673 NANCE ST LS3 6/15-6/24/21	54.19
146459	07/29/2021	SOUTHERN CALIFORNIA EDISON	TS34 205 REDLANDS AVE LS3 6/15-6/24/21	156.54
146460	07/29/2021	SOUTHERN CALIFORNIA EDISON	TRAFFICE SIGNAL 5/27-6/14/2021	2,031.71
146461	07/29/2021	SOUTHERN CALIFORNIA EDISON	7TH ST & B ST 4/01-5/31/2021	6,046.98
146462	07/29/2021	SOUTHERN CALIFORNIA EDISON	GEN FUND 5/26-6/24/2021	9,969.33
146463	07/29/2021	SOUTHERN CALIFORNIA EDISON	7TH ST & B ST 4/01-5/31/2021	12,236.97
146464	07/29/2021	SOUTHERN CALIFORNIA EDISON	ORANGE AVE 5/01-5/31/2021	94,293.81
146465	07/29/2021	SHRED-IT C/O STERICYCLE, INC.	FINANCE SHREDDING SERVICES	422.85
146466	07/29/2021	SIEMENS MOBILITY, INC.	BZ-81 POLE KD & INSTALLATION	6,768.36
146467	07/29/2021	STATER BROS MARKETS	PLANNING COMM/EMPLOYEE RECOGNITION/SR CENTER/GARDEN	344.15
146468	07/29/2021	STETSON ENGINEERS INC	PROFESSIONAL SERVICES: WATER/SEWER RATES	2,146.50
146469	07/29/2021	SWANK MOTION PICTURES, INC	END OF SUMMER SPLASH: MOVIE 9/24/21	450.00
146470	07/29/2021	TalentZok	TEMP STAFF SERVICES	1,388.80
146471	07/29/2021	TEXAS A&M AGRILIFE EXTENSION	GROW PERRIS JR MASTER GARDENER	191.87
146472	07/29/2021	THE JUICE PLUS+ COMPANY, LLC	HEALTHY CITY'S CHALLENGE , VAL VERDE	970.00
146473	07/29/2021	TJW ENGINEERING, INC	PLACENTIA AVE & INDIAN AVE TRAFFIC SIGNAL	2,500.00
146474	07/29/2021	COUNTY OF RIVERSIDE	SIGNAL/LIGHT COSTS NOV - MAR 2021	61,186.43
146475	07/29/2021	TRUE LEAF MARKET	PERRIS GREEN CITY FARM SUPPLIES	45.36
146476	07/29/2021	TRULY NOLEN BRANCH 064	PEST CONTROL SERVICES	362.00
146477	07/29/2021	TYLER TECHNOLOGIES, INC.	UB IMPLEMENTATION MAY-JUNE 2021	4,440.00
146478	07/29/2021	UNIFIRST CORPORATION	PARKS DIVISION UNIFORM SERVICES	283.71

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CK No.	DATE	VENDOR	DESCRIPTION	AMOUNT
146479	07/29/2021	UNITED RENTALS (NORTH AMERICA) INC.	BACKHOE / LOADER EQUIPMENT RENTAL	796.02
146480	07/29/2021	VORTEX INDUSTRIES, INC	FIRE STATION 101 & CODE ENFORCEMENT	5,310.82
146481	07/29/2021	WALTERS WHOLESale ELECTRIC CO	PARTS USED FOR REPAIRS: SENIOR CENTER & MAY RANCH PARK	1,265.40
146482	07/29/2021	WINZER CORPORATION	WELDING RESPIRATORS	82.90
146483	07/29/2021	ACTIVE IMPRESSIONS	BANNER FOR WELCOME BACK EVENT	102.36
146484	07/29/2021	AMERICAN EAGLE TROPHIES	CITY MANAGEMENT/COUNCIL	195.75
146485	07/29/2021	MICHELLE CLAY	SHRM MEMBERSHIP RENEWAL	219.00
146486	07/29/2021	CRIME SCENE STERI-CLEAN, LLC	REDLANDS/NUJEO RD	750.00
146487	07/29/2021	EASTERN MUNICIPAL WATER DISTRICT	MORGAN PARK PHASE II METER DROP-IN	487.00
146488	07/29/2021	COUNTY OF RIVERSIDE	ICSC LAS VEGAS RECON BOOTH 12/05-12/07/2021	1,500.00
146489	07/29/2021	EMPLOYMENT SCREENING SERVICES	BACKGROUND CHECKS	123.00
146490	07/29/2021	FEDERAL EXPRESS CORP	7/02-7/07/2021	102.62
146491	07/29/2021	FIRST SECURITY FINANCE, INC.	SOLAR: LOAN PAYMENT JULY-AUG 2021	2,563.82
146492	07/29/2021	FRONTIER	FIRE STATION INTERNET 7/13-8/12/2021	245.04
146493	07/29/2021	BRIAN HINKLE	SHERIFF: GANG CONFERENCE PER DIEM CHECK 8/03-8/06/2021	204.00
146494	07/29/2021	KH METALS AND SUPPLY	ALABASTER LOOP: FENCE REPAIRS	459.07
146495	07/29/2021	LANGSTON MOTORSPORTS	COMMUNITY SERVICES: UTV REPAIR	995.98
146496	07/29/2021	LAWLER'S TRIPLE L TOWING	TOWING SERVICES 7/02/2021	560.00
146497	07/29/2021	NATIONAL DRIVE	TEAMSTERS DRIVE, JULY 2021	12.00
146498	07/29/2021	ALICIA PEREZ	PERMIT REFUND	85.55
146499	07/29/2021	JESUS RABAGO	SHERIFF: GANG CONFERENCE PER DIEM CHECK 8/03-8/06/2021	204.00
146500	07/29/2021	RIVERSIDE COUNTY SHERIFF'S OFFICE	GARNISHMENT	623.00
146501	07/29/2021	ROSA'S BRIDE & TUX BOUTIQUE	RENTALS: MURAL UNVEILING "WE ARE PERRIS"	1,397.51
146502	07/29/2021	SMART & FINAL	NATIONAL NIGHT OUT FOOD	475.68
146503	07/29/2021	SoCAL STEM LLC	YAC: MINECRAFT STEM EXPLORER 7/09-7/30/21	2,000.00
146504	07/29/2021	TalentZok	TEMP STAFF SERVICES	261.03
146505	07/29/2021	TYLER TECHNOLOGIES, INC.	APPLICATION SERVICES 7/01-9/30/2021	48,191.66
146506	07/29/2021	UNIFIRST CORPORATION	MAT CLEANING SERVICES	402.57

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CK No.	DATE	VENDOR	DESCRIPTION	AMOUNT
146507	07/29/2021	UNITED WAY OF THE INLAND VALLEY	EMPLOYEE CONTRIBUTION, JULY 2021	36.00
TOTAL				<u>\$ 8,242,729.92</u>



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: August 31, 2021

SUBJECT: **Tentative Tract Map 37803 (TTM 19-05223)** – A proposal to subdivide 53.15 acres into 145 single-family residential lots with ten (10) lettered lots (A - J) located at the southwest corner of Metz Road and "A" Street, north of San Jacinto Avenue.

Applicant: Steve Letwinch, J & C International Group.

REQUESTED ACTION: **Adopt Resolution No. (next in order)** adopting Mitigated Negative Declaration (MND) No. 2352 and approving Tentative Tract Map 37803 (TTM 19-05223).

CONTACT: Candida Neal, Interim Director of Development Services

BACKGROUND AND ANALYSIS:

On the July 27, 2021, City Council meeting, the Council voted to continue Tentative Tract Map 37803 to the August 31, 2021, meeting. The Tentative Tract Map is a proposal to subdivide 53.15 acres into 145 single-family residential lots with lots ranging from 6,000 sq. ft. to 19,246 sq. ft. with an average lot size of 7,087 sq. ft. The proposed density is 2.7 dwelling units per acre, below the max density of 7 dwelling units per acre allowed in the R-6,000 zone.

The continuance was to allow additional time to respond to concerns raised by the public and respond to Council requests for clarification regarding traffic signal improvement, pedestrian connectivity, and A Street widening. These items are summarized below, along with responses.

➤ **Letter from Mr. Rene Eduardo residing at 419 Highland Vista Way concern with additional traffic**

A handwritten public comment letter in Spanish was received the day of the hearing from Mr. Eduardo, stating he opposed the project but provided no further explanation. Staff contacted Mr. Eduardo regarding his concerns. His objections relate to the additional traffic that will result from the project and his belief that the new project would alter the tranquil character of the existing neighborhood. Staff informed Mr. Eduardo that the proposed development is less than the allowable density (i.e., 2.7 units per acre compared to 7 units per acre permitted). Also, a traffic study was performed to require all necessary street and traffic signal improvements so that all the street and study intersections operate at a satisfactory level of service. Mr. Eduardo communicated that he is still opposed to the proposed project but does not intend to be present at the Council meeting.

➤ **Concerns with Drainage Springs by Ms. Lorna Hulstrom with First Congregational Church**

During the July 27, 2021, City Council meeting, Ms. Lorna Hulstrom with First Congregational located at 100 North "A" Street testified that there are natural springs on the project site. After a heavy rain, the spring water rises and drains onto the church property. She is concerned the proposed development would exacerbate the situation.

The applicant communicated that he reached out to Mr. Tom Parker, the pastor of the church, during the early stages of the project. Overall, the Project would significantly reduce the amount of surface water drainage that currently flows to the church property by a reduction of 34.12 cfs (cubic feet per second). Also, the detention basin initially planned to be adjacent to the church site was relocated to the northwest corner of Metz Road and A Street with storm drain facilities to redirect surface water away from the church property.

At the writing of this report, the applicant indicated in his letter addressed to the City Council (see Attachment 16) stating that he has spoken to both Ms. Lorna Hulstrom and Mr. Tom Parker from the church, and they've indicated they will not take a position for or against the project. Ms. Hulstrom has provided an email addressed to staff stating she will not stand in the way of the development (see Attachment 17). The applicant is hoping to obtain an official letter before the public hearing.

➤ **Council comments regarding traffic study recommendations for a traffic signal at Harvill Avenue and A Street in the County of Riverside and related fair share payment, but signal already constructed.**

The recommendations for a traffic signal at Harvill Avenue and A Street and related fair payment are the result of the traffic study (dated April 2020) being prepared before the traffic signal installation. Since this signal has already been installed in the County of Riverside, the Engineering conditions do not reflect this recommendation as it has already been implemented.

➤ **Council comments regarding pedestrian connectivity from the proposed tract, through the Highland Vista subdivision to the California Military Institute School (CMI) for children living at the proposed tract**

The applicant considered a pedestrian connection between the proposed tract and the Highland Vista senior community, but it was not practical for several reasons. The first is the steep topography and rock outcropping along the majority of the boundary between the proposed tract and the Highland Vista community. The area where there is a potential connection at Lot 18 of the proposed tract is closer to Metz Road does not significantly reduce the distance to the CMI school. In addition, a concrete v-ditch is proposed along the rear of the properties adjacent to the Highland Vista community to provides additional drainage connections to the detention basin at Metz and A Streets. The drainage would not allow construction of pedestrian connection to the CMI school.

➤ **Council comments regarding the widening of "A" street to four (4) lanes between Metz Road and San Jacinto Avenue.**

The TIA does not warrant the construction of four (4) lanes along the entire stretch of "A" Street from Metz Road to San Jacinto Avenue. However, the project is required to widen the portion of "A" Street south of Metz Road adjacent to the detention basin to accommodate a left-hand

northbound turn pocket into Metz Road from "A" Street, and two lanes southbound on "A" Street south of Metz Road. This should improve traffic movements at the intersection.

ADDITIONAL SUPPORT DOCUMENTATION:

Since the City Council meeting, the applicant has obtained written support from Dyane and Peter Clarke, who lives at 470 Crown Ridge Road adjacent to the tract development. See Attachment 15. They were previously concerned with having access to the 10 acres open space lot that shares a border with their property, as it was utilized for therapeutic exercise. The developer and property owners came to a tentative agreement regarding access to the property, which was stipulated in planning condition number 35 d to work at providing possible access subject to a waiver of liability agreement.

The applicant also provided a letter addressed to the City Council to provide insight into the EB5 funding mechanism for the project and the time constraints associated with such funding requirement (see Attachment 16). The letter also addressed the developer reduction in the number of buildable lots and drainage designs in an effort to consider the impact on their neighbor.

ENVIRONMENTAL DETERMINATION:

The potential environmental impacts associated with the Project were evaluated in Draft Initial Study Mitigated Negative Declaration No. 2352/State Clearinghouse No. 2021010193 (IS/MND). In adopting the MND, the Planning Commission found that all potential effects of the proposed Project will be reduced to less than significant levels with the implementation of mitigation measures.

RECOMMENDATION

With the additional clarifications provided, staff is recommending that the City Council Adopt Resolution No. (next in order), adopting MND No. 2352 and approving Tentative Tract Map 37803 (TTM 19-05223).

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

Prepared by: Nathan G. Perez, Senior Planner
 REVIEWED BY: Kenneth Phung, Planning Manager

City Attorney _____
 Assistant City Manager _____
 Finance Director *ER*

- Attachments:**
1. City Council Resolution (next in order)
 2. Updated Planning Conditions dated July 27, 2021
 3. Conditions of Approval (Engineering, Public Works, Building, Community Services, and MMRP)
 4. Aerial View
 5. Vicinity Map
 6. General Plan Map
 7. TTM 37803 exhibit
 8. Blasting Exhibit

9. Landscape Maintenance Exhibit/Lettered Lots
10. Signalized Intersection Improvement Map
11. City Council Staff report submittal dated July 27, 2021 - Due to the size of the document, only the staff report is included as a hard copy. The entire staff report package is available online at: <https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-253>
12. Planning Commission staff report submittal dated June 2, 2021 -Due to the size of the document, only the staff report is included as a hard copy. The entire staff report package is available online at: <https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-253>
13. MND/Initial Study 2352 are on file at the following link:
<https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-253>
14. Letter of Opposition (Mr. Rene Eduardo)
15. Emailed Letter of Support (Dyane and Peter Clarke)
16. J&C International Group Letter addressed to the City Council
17. Emailed from Lorna Hulstrom with First Congregational Church

Consent:

Public Hearing: X

Workshop:

Presentation:

Other:

Attachment 1

City Council Resolution (next in order)

RESOLUTION NUMBER (Next in Order)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADOPTING MITIGATED NEGATIVE DECLARATION 2352 AND APPROVING TENTATIVE TRACT MAP 37803, A PROPOSAL TO SUBDIVIDE 53.15 ACRES INTO 145 SINGLE-FAMILY RESIDENTIAL LOTS LOCATED AT THE SOUTHWEST CORNER OF METZ ROAD AND A STREET, NORTH OF SAN JACINTO AVENUE SUBJECT TO CONDITIONS OF APPROVAL AND THE FINDINGS NOTED HEREIN.

WHEREAS, the applicant, *Steve Letwinch*, filed Tentative Tract Map 37803 (TTM19-05223) 53.15 acres into 145 single-family residential lots with ten (10) lettered lots (A - J) located at the southwest corner Metz Road and "A" Street, north of San Jacinto Avenue (Project); and

WHEREAS, this Tentative Tract Map has been duly noticed; and

WHEREAS, the proposed subdivision is considered a "project" as defined by the California Environmental Quality Act ("CEQA");

WHEREAS, between January 20, 2021, and February 18, 2021, the Initial Study/MND 2352 was made available for public review and comment during a state-mandated 30-day public review period (SCH # 2021010193); and

WHEREAS, a Planning Commission public hearing was held on June 2, 2021, regarding the Initial Study/MND 2352 (SCH # 2021010193) and the Project at which time all interested persons were given full opportunity to be heard and to present evidence for the Planning Commission's consideration, and, at the conclusion of the public hearing and after consideration thereof, the Planning Commission recommended approval of IS/MND 2352 (SCH #2021010193) and the Project to the City Council; and

WHEREAS, on July 27, 2021, the City Council conducted a duly noticed public hearing regarding the Initial Study/MND 2352 (SCH # 2021010193) and was continued August 31, 2021 City Council meeting; and

WHEREAS, on August 31, 2021, the City Council conducted a duly noticed public hearing regarding the Initial Study/MND 2352 (SCH # 2021010193) and the Project, at which time all interested persons were given full opportunity to be heard and to present evidence for the City Council's consideration (including all oral and written testimony from members of the public and City staff, including, but not limited to, the City staff reports and accompanying documents and exhibits); and

WHEREAS, Section 66411 of the California Government Code (Subdivision Map Act) vests in the legislative bodies of local agencies the regulation and control of the design and improvement of subdivisions; and

WHEREAS, the Project site is located within the March Air Reserve Base/Inland Port Airport Influence Area (March AIA) Zone D (Flight Corridor Buffer) and Perris Valley Airport Influence Area (PV AIA) Zone E. Both Zone D and Zone E have no residential development restrictions however are subject to a deed notice and disclosure of an aviation easement and notice of "airport in the vicinity" to future property owners. The project complies with both the 2014 March ARB/IP Land Use Compatibility Plan (March ALUCP) and Perris Valley Airport Compatibility Plan; and

WHEREAS, prior to taking action, the City Council has heard, been presented with, and reviewed all of the information and data which constitutes the administrative record for the above-mentioned Initial Study/MND 2352 (SCH # 2021010193) and the Project, including all oral and written evidence presented to the City during all Project meetings and hearings; and

WHEREAS, Chapters 18.12 (Procedure) and 19.54 (Zoning Code, Authority and Review Procedures) of the City of Perris Municipal Code authorizes the City to approve, conditionally approve, or deny requests for a Tentative Tract Map; and

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

NOW, THEREFORE, THE PLANNING COMMISSION 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. Based upon the foregoing, information and findings presented in the staff report and supporting exhibits, and all written and oral testimony presented at the public hearing on July 27, 2021, City Council finds that all the requirements of the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines, and the City's Local CEQA Guidelines have been satisfied in the Initial Study/MND 2352 (SCH # 2021010193). The Initial Study was undertaken for the purpose of determining whether the Project may have a significant effect on the environment. From all potential impacts evaluated, impacts in the area of aesthetics, air quality, biological resources, cultural resources, geology and soils, noise, and traffic were identified but will be reduced to less than significant levels with implementation of mitigation measures identified in the Initial Study. The City did not identify any significant, unavoidable impacts and concluded that all potential significant effects on the environment can be reduced to a less than significant level through mitigation measures, the design of the development, the City's Zoning Code, and standard requirements of the City. Therefore, all of the significant environmental effects of the Project have been adequately evaluated, and the City Council therefore adopts the Initial Study/MND 2352 (SCH # 2021010193).

Section 3. Based upon the forgoing, Initial Study/MND 2352 (SCH # 2021010193), information and findings staff report and supporting exhibits, and all written and oral testimony presented at the public hearing on July 27, 2021, the City Council further finds as follows with respect to Tentative Tract Map 37803 (PLN19-05223):

A. *The proposed Tentative Tract Map will not result in a significant adverse effect on the environment or substantially and avoidably injure fish or wildlife or their habitat:*

The proposed Tentative Tract Map will not result in a significant adverse effect on the environment and will not substantially and avoidably injure fish or wildlife or their habitat. Also, there are no wildlife corridors either on or adjacent to the Project site. The Project would not remove any existing MSHCP recognized wildlife corridors. The Project would also not interfere substantially with the movement of any native resident or migratory wildlife species (including fish) or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites. Therefore, the Project would not have any significant wildlife movement impacts. An Initial Study was prepared for the Project, which was supported by numerous technical studies, including biological, cultural, paleontological, air quality, greenhouse gas, traffic, and other studies covering the site. Based on this Initial Study, all adverse effects on the environment were found to be less than significant through the application of conditions of approval, mitigation measures, and design modifications. Furthermore, the application of the City's standard project conditions (i.e., Erosion Control Best Management Practices, Storm Water Best Management Practices, etc.) will prevent the Project from creating significant impacts on the environment.

B. *As conditioned, the proposed map and design of the Tract is consistent with the General Plan and the Zoning Ordinance standards for the R-6,000 zone.*

The design and improvements required for TPM 37803 are consistent with the City General Plan and R-6,000 zoning, with respect to the minimum required development standards, including lot width, depth, and size. The lots created by TPM 37803 will provide an adequate building site and appropriate vehicular access at a density that is compatible with existing surrounding residential uses. Further, necessary water and sewer services are available to serve the site, and the development is required through conditions of approval and mitigation measures to pay its fair share and construct transportation, drainage, and other improvements to serve the site. Therefore, the TTM 37803 is consistent with the City's General Plan and Zoning Ordinance.

C. *The Project site is physically suitable for the type and density of the proposed residential development.*

The site for TTM 37803 is physically suited to create a subdivision for future development for single-family residential development. The lots created by the proposed project are consistent with the development standards established for the R-6,000 zone in terms of size, shape, width, and depth and can readily accommodate future residential development. All future development is required to undergo additional administrative review to ensure that it meets all City code requirements for architecture, grading, and plotting. Also, the tract map

proposes a density of 2.7 dwelling units per acre which is below and consistent with the density permitted by the R-6,000 zoning regulations. As such, the project site is physically suitable for the proposed density of development.

D. The proposed Tentative Tract Map will not have a negative effect on public health, safety, or general welfare.

The proposed Tentative Tract Map will not have a negative effect on public health, safety, or general welfare. The design of the subdivision is in conformance with the City's General Plan, Zoning Code, and Subdivision Ordinance. As conditioned, the developer is required to pay its fair share towards or construct improvements to comply with all applicable City ordinances, codes, and standards, which are intended to protect the public's health, safety, and welfare. Adequate services are available and in close proximity to serve the subdivision, and no hazardous situations are created through the subdivision. As such, TTM 37803 will not have a negative effect on public health, safety, or the general welfare of the City of Perris residents.

E. Tentative Tract Map is in compliance with the Subdivision Map Act.

The design of subdivision, TTM 37803, is in compliance with the Subdivision Map Act as the lots created by the subdivision are of adequate size to support future single-family residential development as intended, and the proposed subdivision is consistent with the standards outlined for the R-6,000 zoning district and all applicable provisions of the City's Subdivision and Zoning Codes Title 18 & 19). Therefore, TTM 37803 is in compliance with the Subdivision Map Act.

F. The design of the Tentative Tract Map or the type of improvements contemplated therein does not conflict with easements of record or easements established by court judgment, acquired by the public at large, for access through or use of, property within the proposed subdivision.

The design of the subdivision or the type of improvements will not conflict with easements of record or easements established by court judgment, acquired by the public at large, for access through or use of, property within the proposed subdivision.

G. Requirements of CEQA have been met

The requirements of CEQA have been met as discussed in Section 2 of this Resolution. All requirements of California Environmental Quality Act ("CEQA"), the State CEQA Guidelines, and the City's Local CEQA Guidelines have been satisfied in the Initial Study/MND 2352 (SCH # 2021010193). The requirements have been met based on the reviewing if impacts in the area of aesthetics, air quality, biological resources, cultural resources, geology and soils, noise, and traffic were identified but will be reduced to less than significant levels with implementation of mitigation measures identified in the Initial Study. The City did not identify any significant, unavoidable impacts and concluded that all potential significant effects on the environment can be reduced to a less than significant

level through mitigation measures, the design of the development, the City's Zoning Code, and standard requirements of the City

H. *The discharge of waste from the Tentative Tract Map into an existing community sewer system would not result in violation of applicable requirements.*

The discharge of waste from the proposed subdivision into an existing community sewer system would not result in violation of existing requirements prescribed by a state regional water quality control board. As required by the State of California Water Quality Control Board (WQCB), the Project applicant has prepared a Preliminary Water Quality Management Plan (WQMP). The Project includes the construction and maintenance throughout the life of the Project and two bioretention basins within the Project site as treatment control Best Management Practices (BMPs) to treat potential runoff pollutants generated by the Project. A bioretention basin only is proposed at the northeast corner of the site to capture and treat the surface water runoff from the northern two-thirds of the site. A second bioretention and flood control basin is proposed at the southeast corner of the site to capture and treat the surface water runoff from the southern one-third of the site. The bioretention basins would provide removal efficiency of 80% or greater for Priority Pollutants including bacteria, nutrients, pesticides, sediments, trash and debris, and oil and grease.

Section 4. Based upon the forgoing, Initial Study/MND 2352 (SCH # 2021010193), information and findings staff report and supporting exhibits, and all written and oral testimony presented at the public hearing on July 27, 2021, the City Council hereby approves Tentative Tract Map 37803 (19-05223) subject to the Conditions of Approval attached to this Resolution as Exhibit A.

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

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

ADOPTED, SIGNED, and APPROVED this 27th day of July 2021.

ATTEST:
|

Michael M. Vargas
|

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 (next in order) was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 27th day of July 2021 by the following called vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

City Clerk, Nancy Salazar

Attachments: Attachment 2 - Updated Planning Conditions, Attachment 3 - Conditions of Approval (Engineering, Public Works, Community Services, Building and MMRP), and Attachment 7 - Tentative Tract Map 37803.

Attachment 2

Updated Planning Conditions dated July 27,
2021

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

Updated CONDITIONS OF APPROVAL

Tentative Tract Map 37803 (19-05223)

July 27, 2021

~~June 2, 2021~~

PROJECT: Tentative Tract Map 37803 (TTM19-05223) – A proposal to subdivide 53.15 acres into 145 single-family residential lots with ten (10) lettered lots (A - J) located at the southwest corner of Metz Road and North "A" Street, north of San Jacinto Avenue. **Applicant:** Steve Letwinch.

***MITIGATION, MONITORING, AND REPORTING PROGRAM (MMRP)**

The Mitigation Monitoring and Reporting Program (MMRP) Checklist is attached and shall be implemented in accordance with the timeline, reporting, and monitoring intervals listed in the MMRP. The applicant is required to meet all the mitigation measures as conditions of approval.

General Requirements:

1. **Environmental Impact Report Mitigation Monitoring Program.** The project shall at all times comply with all provisions of the adopted Mitigation Monitoring and Reporting Program (MMRP) of the Mitigated Negative Declaration.
2. **Development Standards.** The project shall conform to all requirements of the City of Perris Municipal Code Title 19.
3. **Conformance to Approved Plans.** Development of the project site, building elevations, and conceptual landscaping shall conform substantially to the approved set of plans presented at the **June 2, 2021**, Planning Commission hearing or as amended by these conditions and as approved by the City Council. Any deviation shall require appropriate Planning Division review and approval.
4. **Tract Map Term of Approval.** In accordance with the Subdivision Map Act, the recordation of the final map shall occur within two (2) years from the approval date unless an extension is granted. The applicant may apply for a maximum of five (5) one-year extensions to permit additional time to record the final map. A written request for extension shall be submitted to the Development Services Department at least thirty (30) days prior to the expiration of Tentative Map approval.
5. **Perris Elementary School District and Perris Union High School District.** The proposed subdivision shall adhere to the standard requirements and mitigation fees established by the *Perris Elementary School District and Perris Union High School District*.
6. **ADA Compliance.** The project shall conform to all disabled access requirements in accordance with the State of California, Title 24, and Federal Americans with Disabilities Act (ADA).
7. **Property Maintenance.** The project shall comply with provisions of Perris Municipal

Code 7.06 regarding Landscape Maintenance and Chapter 7.42 regarding Property Maintenance.

8. **Indemnification.** The developer/applicant shall indemnify, protect, defend, and hold harmless the City and any agency or instrumentality thereof, and/or any of its officers, employees, and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees, and agents, to attack, set aside, void, annul, or seek monetary damages resulting from approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City, concerning TTM 37803 (19-05223). The City shall promptly notify the developer/applicant of any claim, action, or proceeding for which indemnification is sought and shall further cooperate fully in defense of the action.
9. **Building Official/Fire Marshal.** The proposed project shall adhere to all requirements of the Building Official/Fire Marshal. Fire hydrants shall be located on the project site pursuant to the Building Official. The applicant shall submit a fire access and fire underground plan prior to construction drawings. Water, gas, sewer, electrical transformers, power vaults and separate fire/water supply lines (if applicable) must be shown on the final set of construction plans pursuant to the requirements of the Building Official. All Conditions of Approval shall be included on building plans. See City of Perris website, Office of the Fire Marshal, for examples and relevant information for access and underground plan available at: <http://www.cityofperris.org>.
10. **Fish and Game Fee.** Within three (3) days of City Council approval, the applicant shall file the NOD (Notice of Determination) to the Riverside County Clerk-Recorder and the Office of Planning and Research. The applicant shall ensure payment of State Fish and Game fees and County documentary handling fee. In accordance with Section 711.4 of the State Fish and Game Code, no project shall be operative, vested, or final until the filing fees have been paid.
11. **Public Works Administration Conditions.** The project shall comply with all requirements of the Public Works Administration Department as indicated in the Conditions of Approval dated February 19, 2021.
12. **Engineering Conditions.** The project shall comply with all requirements of the City Engineer as indicated in the Conditions of Approval dated May 20, 2021.
13. **Fire Marshall Conditions.** The project shall comply with all requirements of the Fire Marshall as mentioned below:
 - a. A fire department access road complying with the CFC, Chapter 5 and the approved fire department access plans shall be installed prior to building construction.
 - b. All required fire hydrants shall be installed and operational prior to building construction. All fire hydrants shall remain operational during construction.
 - c. All required fire hydrants shall be readily visible and immediately accessible. A clear

space of not less than 3-feet shall be maintained at all times.

- d. Prior to construction a temporary address sign shall be posted and clearly visible from the street.
 - e. The permanent building address shall be provided and either internally or externally lighted during hours of darkness. The address shall be clearly visible from the street fronting the property and comply with California Fire Code Section 505.1 for size and color.
 - f. All streets with cul-de-sac longer than 150 feet shall have restricted parking in the bulb portion. The curb shall be marked per City of Perris Guideline for Fire Department Access & Water Requirements for Commercial & Residential Development as a fire lane.
14. **Building Conditions.** The project shall comply with all requirements of the Building Official as indicated in the conditions of approval dated January 11, 2021.
 15. **Community Services Conditions.** The project shall comply with all requirements of the Community Services department as indicated in the conditions of approval dated January 26, 2021.
 16. **Active Transportation Plan.** As applicable, prior to street improvement plan acceptance, the tract is subject to the City of Perris Active Transportation Plan (Perris ATP) subject to the requirements of the City Engineer.
 17. **Unit Identification.** Each unit in the tract shall include an interior lighted address fixture. This fixture shall allow for the replacement of the bulbs and shall be reviewed and approved by the Planning Division.
 18. **Utilities.** All utilities such as cable TV and electrical distribution lines (including those that provide direct service to the project site and/or currently exist along public right-of-way) adjacent to the site shall be placed underground, except for electrical utility lines rated 65kv or larger. All utility facilities attached to buildings, including meters and utility boxes, shall be painted to match the wall of the building to which they are affixed. These facilities shall also be screened from the public right-of-way by landscaping.
 19. **Mechanical Equipment.** All mechanical equipment, including air conditioning units, pool equipment, etc., shall be screened from the public right-of-way by a view obscuring fence, wall, or landscaping to the satisfaction of the Planning Division.
 20. **Residential Use and Development Restrictions.** The physical development of all lots shall be reviewed and approved by the City. Any use, activity, and/or development occurring on the site without appropriate city approvals shall constitute a code violation and shall be treated as such. Placement of any sales trailer or a model home shall require separate review and approval by the City.
 21. **Spark Arresters.** All spark arresters in the proposed tract shall be screened by sheet metal

enclosures or other material acceptable to the Building Department and painted according to the approved paint palette.

22. **City-Approved Waste Hauling.** The developer shall use only the City-approved waste hauler for all construction and other waste disposal.
23. **Energy Conservation.** To improve local air quality, the applicant shall incorporate the following energy-conservation features into the project (as feasible):
- Low NO_x water heaters per specifications in the Air Quality Attainment Plan;
 - Heat transfer modules in furnaces;
 - Light colored water-based paint and roofing materials;
 - Passive solar cooling/heating; and,
 - Energy efficient appliances and lighting.

An accounting of the project's energy conservation measures shall be submitted to the Building Division prior to application for Building Permits.

24. **Preliminary Water Quality Management Plan (PWQMP).** A Preliminary WQMP was prepared for the proposed project site. All P-WQMPs were determined to be in substantial compliance, in concept, with the Riverside County 2012 WQMP Manual requirements. The following two conditions apply:
- a. The development shall be subject to all provisions of City of Perris Ordinance Number 1194, which establishes stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations, and any subsequent amendments, revisions, or ordinances pertaining thereto.
 - b. The structural BMPs selected for this project have been approved in concept. The owner shall submit a final WQMP including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs, including the lot specific LID design, extended detention basins, and landscaping. The Public Works Department shall review and approve the final WQMP text, plans, and details.

Prior to Final Tract Map Approval.

25. **Final Tract Map Approval.** Prior to issuance of grading permits, a final map application shall be submitted to the Planning Division with payment of appropriate fees for review and approval concurrently with application to the City Engineer. The developer shall obtain the following clearances or approvals prior to Final Map Recordation:
- a. Verification from the Planning Division that all pertinent conditions of approval have been met, including any Administrative Development Plan Review approvals, as mandated by the Perris Municipal Code.
 - b. Planning Commission approval of all proposed street names through a Street Name application.

- c. Any other required approval from an outside agency.
 - d. **Assessment and Community Facilities Districts.** The project shall be annexed into any assessment, community facilities, or similar district that provides funding for maintenance, services, or public improvements that benefit the project. The costs and benefits shall be described in the applicable district and annexation documents. The developer shall complete all actions required to complete such annexation prior to issuance of a Certificate of Occupancy. This condition shall apply only to districts existing at the time the project is approved (or all requirements have been met for a certificate of occupancy, as applicable). Such districts may include but are not limited to the following:
 - i. Landscape Maintenance District No. 1;
 - ii. Flood Control Maintenance District No. 1;
 - iii. Maintenance District No. 84-1;
 - iv. Perris South Public Safety Community Facilities District 2001-3; and
 - v. Community Facilities District No. 2018-02 (public services district)
26. **CC&Rs.** Prior to the recordation of the Final Map, the developer shall submit and obtain approvals for any Covenants, Conditions, and Restrictions (CC&Rs) to set the rules for the HOA, subject to the review and approval of the Department of Development Services and the City Attorney's office. The CC&Rs shall include maintenance responsibilities of the HOA. Approved CC&Rs shall be recorded with the final map.

Prior to Issuance of Grading Permits

27. **Notification.** Prior to grading permit issuance, the developer/contractor/owner shall notify property owners within 300-feet of grading and blasting operations. Blasting areas shall be limited to areas of the blasting exhibit.
28. **Southern California Edison.** Prior to issuance of grading permits, the applicant shall contact the Southern California Edison (SCE) area service planner to complete the required forms prior to commencement of construction.
29. **Final Water Quality Management Plan (F-WQMP).** The development shall be subject to all provisions of City of Perris Ordinance Number 1194, which establishes stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations, and any subsequent amendments, revisions, or ordinances pertaining thereto. The structural BMPs selected for this project have been approved in concept. The owner shall submit a final WQMP including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs including the bio-retention basin, detention basin, self-retaining landscaping, and roof drains to vegetation. The Public Works Department shall review and approve the final WQMP text, plans and details.

Prior to Issuance of Building Permits

30. **Building Plans.** All Planning, Public Works Administration, Community Services and

Engineering Conditions of Approval shall be copied onto the approved building plans. Such conditions shall be annotated, directing the receiver to the sheet and detail(s) indicating satisfaction of the conditions. Also, the Mitigation and Monitoring Reporting Plan (MMRP) shall be listed and included with the "General Notes" on the construction drawings, and implemented in accordance with the timeline, reporting and monitoring intervals listed in the MMRP.

31. **Property Liens.** The applicant shall pay all liens owed to the City prior to the issuance of building permits.
32. **Administrative Development Plan Review.** Prior to issuance of any building permit, the applicant shall obtain approval of an Administrative Development Plan Review (ADPR) for the review of architecture, plotting, conceptual landscape, and fencing of all production units within the entire tract. The applicant shall provide one single-story product type which shall be plotted on corners and at regular intervals throughout the tract (i.e., every fourth or fifth unit). Side entry garages are encouraged and shall be incorporated as feasible and as approved through the development plan review process. The following is required for plotting, color and materials, and architecture.
 - a. The developer shall submit a minimum of three (3) architectural types, four (4) or more color schemes, and a minimum three (3) floor plans for each architectural type.
 - b. Each architectural type shall provide a minimum of two (2) materials that are associated with selected architecture.
 - c. All elevations shall provide architectural detail option for lots that are facing the public right-of-way, detention basins, and open space areas.
 - d. The floor plan shall include the garage is set back behind 3-feet or more from the habitable building wall or covered porch entry.
 - e. The minimum driveway depth shall be 20-feet (from garage wall to front property line) to prevent cars from sticking out into the right-of-way.
 - f. No three (3) consecutive lots (side by side) shall have similar architecture or floor plan, and no similar architecture or floor plan shall be located across the street.
 - g. A minimum 10% of each floor plan shall be used within the tract.
 - h. All garage doors shall include decorative windows at the top row of the door.
 - i. All units are required to provide a usable covered porch towards the street.
 - j. Roof type and roof pitch of new residential buildings shall be consistent throughout the architectural type.
 - k. Two story homes will break first and second story by recessing the second story or by providing an architectural feature that would distinguish each story from one another.
 - l. All units shall include accent features such as sills, shutters, false canopies, surrounds, and multi-paned windows shall be used. Recessed windows shall also be used where appropriate.
 - m. All electrical panels and exposed roof pipes shall be painted to match.
33. **Phasing.** Prior to issuance of building permits, all phasing plans shall be reviewed and approved by the Planning Division, and the City Engineer. Each Phase of the project shall provide adequate drainage and at least two points of access to all lots.

34. **March Air Reserve Base and Perris Valley Airport.** Prior to building permit issuance, the following measures shall be implemented to address the project's location within March Air Reserve Base Airport Influence Area (Zone E) and Perris Valley Airport Influence Area (Zone E):

- a. Prior to issuance of building permits, the landowner shall have conveyed an aviation easement to the March Joints Powers Authority (MJPA).
- b. Any outdoor lighting installed shall be hooded or shielded to prevent either the spillage of lumens or reflection into the sky. Outdoor lighting shall be downward facing.
- c. The following uses shall be prohibited:
 - i) Any use which would direct a steady light or flashing light of red, white, green or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following takeoff or toward an aircraft engaged in a straight final approach toward a landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator.
 - ii) Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft engaged in a straight final approach towards a landing at an airport.
 - iii) Any use which would generate excessive smoke or water vapor, or which would attract large concentrations of birds, or which may otherwise affect safe air navigation within the area. (such uses include landscaping utilizing water features, aquaculture, production of cereal grains, sunflower, and row crops, artificial marshes, wastewater management facilities, composting operations, trash transfer stations that are open on one or more sides, recycling centers contain putrescible wastes, construction and demolition debris facilities, fly ash disposal and incinerators.)
 - iv) Any use that would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.
- d. A "Notice of Airport in the Vicinity" shall be provided to all potential purchasers and tenants of the property and shall be recorded as a deed notice. The disclosure is as follow:

NOTICE OF AIRPORT IN VICINTIY

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

- e. The proposed water detention and/or infiltration basins or facilities shall be

designed so as to provide for a detention period for the design storm that does not exceed 48 hours and to remain totally dry between rainfalls. Vegetation in and around the retention basin(s) that would provide food or cover for bird species that would be incompatible with airport operations shall not be utilized in project landscaping.

- f. March Air Reserve Base must be notified of any land use having an electromagnetic radiation component to assess whether a potential conflict with Air Base radio communication could result.

35. Walls and Fences. Prior to issuance of building permits, the developer shall submit and obtain approval from the Planning Division of a block wall/ fence plan. At a minimum, this plan shall include the following items:

- a. **Decorative Perimeter Walls.** The perimeter walls shall consist of a 6'-foot-high split-face block wall with decorative cap along San Jacinto Avenue and Metz Road, eastern and western tract boundary with stone veneer pilasters approximately every 100' feet or perimeter wall corner, or lot line corner.
- b. **Detention Basins.** All enclosed detention basins or storm drain facilities shall have decorative wrought iron fencing with decorative pilasters every 100' feet or perimeter wall corner or lot line corner. If the detention basin abuts a residential property, a 6'-foot decorative block wall is required.
- c. **V-ditch Fencing.** The v-ditch fencing will include wrought iron fencing towards the property owner's side, and a solid block wall with pilasters shall be provided along the perimeter of the tract.
- d. **Fencing (visible from public view).** A six-foot-high, decorative block wall shall be required for all residential property lines where side or rear yards adjoin a public street. This shall include decorative stone veneer pilasters. Split-face block walls with vinyl gates shall be used for all side returns between residences and along all side yards adjacent to a street. **The Developer will work with the adjacent property owners and City Staff concerning providing view fencing material that would be acceptable along Lot D and for possible access subject to a waiver of liability agreement.**
- e. **Interior fencing (not visible from public view).** Six-foot high, u.v. protected vinyl fence on the side and rear property lines interior to the project (not visible from the public right-of-way). If the side property lines slope up or down, the developer has the option of providing wrought iron fencing on side property slopes.
- f. **Height of Block Walls.** All split face walls shall not be higher than 6' feet in height. If a combination wall exceeds 6' feet, then a landscape berm or a solid retaining wall is required to conceal the height of the wall.
- g. **Tract Identification.** The developer shall provide community entry statements, including theme walls, monumentation, and enhance landscaping at each entrance

to the tract along San Jacinto Avenue and Metz Road. Theme walls and monuments shall not occur within the public right-of-way. The design of entry statements shall be subject to the review and approval of the Planning Division.

- h. **Graffiti.** All tract perimeter block walls shall be treated with a graffiti-resistant coat or block materials that can be power washed to remove graffiti. All graffiti shall be removed within 48 hours.
- 36. Construction Practices.** To reduce potential noise and air quality nuisances, the following items shall be listed as "General Notes" on the construction drawings:
- a. Construction activity and equipment maintenance are limited to the hours between 7:00 a.m. and 7:00 p.m. Per Zoning Ordinance, Noise Control, Section 7.34.060, it is unlawful for any persons between the hours of 7:00 p.m. of any day and 7:00 a.m. of the following day, or on a legal holiday, or Sundays to erect, construct, demolish, excavate, alter or repair any building or structure in a manner as to create disturbing excessive or offensive noise. If any deviations from the construction hours are deemed necessary, it first must be requested with the building inspector identifying why this must occur and the time frame it is needed, along with the necessary provision to mitigate noise impact. The approval of this request is subject to the review and approval of the Building Official.
 - b. Building Department Construction activity shall not exceed 80 dBA in residential zones in the City.
 - c. Construction routes are limited to City of Perris designated truck routes or otherwise approved by the Building Official.
 - d. Water trucks or sprinkler systems shall be used during clearing, grading, earthmoving, excavation, transportation of cut or fill materials, and construction phases to prevent dust from leaving the site and to create a crust after each day's activities cease. At a minimum, this would include wetting down such areas in the later morning and after work is completed for the day and whenever wind exceeds 15 miles per hour.
 - e. A person or persons shall be designated to monitor the dust control program and to order increased watering as necessary to prevent the transport of dust off-site. The name and telephone number of such persons shall be provided to the City.
 - f. Project applicant shall require the contractor to provide construction site electrical hook-ups for electric hand tools such as saws, drills, and compressors as practical to eliminate the need for diesel-powered electric generators or provide evidence that electrical hook-ups at construction sites are not practical or prohibitively expensive.
- 37. Grading and Construction Point of Contact Signs.** The developer shall include two (2) large, legible signs located along Metz Road and San Jacinto Avenue to include the name of the project, address of the developer, two (2) contact names, and two (2) telephone numbers to allow the residents and public to call in case of a disturbance. The sign shall include: "in case of noise, dust, or any other disturbance, please call." These signs shall be removed upon completion of the construction and grading of the tract.

38. **Water Resources Control Board.** Prior to issuance of Building Permits, the applicant shall submit a copy of the State Water Resources Control Board permit letter with the WDID number to Planning Staff.

39. **Fees.** The developer shall pay the following fees according to the timeline noted.

Prior to the issuance of building permits, the applicant shall pay:

- a. Stephen's Kangaroo Rat Mitigation Fees of \$500.00 per acre;
- b. Multiple Species Habitat Conservation Plan fees currently in effect;
- c. Current statutory school fees to all appropriate school districts;
- d. Any outstanding liens and development processing fees owed to the City;
- e. Prior to the issuance of building permits, the developer shall pay all development impact fees, including parks and recreation fees in accordance with Ordinance Number 953.
- f. Appropriate City Development Impact Fees in effect at the time of development (to include any community services DIF fees and Perris Valley ADP fees);
- g. Appropriate Transportation Uniform Mitigation Fees (TUMF) in effect at the time of development; and

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

- a. **Accent Landscaping.** The following treatments, consistent with the conceptual landscape plan or as conditioned herein, are required:
 - Shade trees (located along HOA areas fronting a public street).
 - Large trees (36" box) shall contribute to the landscape design at all main entrances to the project site.
- b. **Street Trees.** All street trees shall be 24-inch box size or larger and planted a maximum of 30 feet on center within the parkway. Corner lots shall have three (3) street trees, minimum of one (1) street tree for every 30 lineal feet of street frontage.
- c. **Parkway Landscape and Irrigation.** All parkways shall be provided with landscape and automatic irrigation.
- d. **Front Yard Trees.** A minimum of two (2) fifteen (15) gallon front yard trees shall be provided for each residential lot.
- e. **BMPs for Water Quality.** All BMPs (vegetated swales, detention basins, etc.) shall be indicated on the landscape plans with appropriate planting and irrigation. The detention basins shall provide minimum 24"-inch box trees with shrubs or a combination with ground cover.
- f. **HOA and Rear Private Slopes.** Slopes that are 3:1 or steeper and 4 feet or higher shall have one approved tree for every 400 square feet, with 70% of trees ten gallon-

- sized and 30% being five gallon-sized. All slopes shall include automatic irrigation and erosion control fabric.
- g. **Water Conservation.** Landscaping must comply with AB 325 for water conservation or other current policy or regulation at such time of development. See Chapter 19.70 (cityofperris.org) for water conservation calculations (MAWA).
 - h. **Maintenance.** All required landscaping shall be maintained in a viable growth condition.
 - i. **Irrigation Rain Sensors.** Rain-sensing override devices shall be required on all irrigation systems (PMC 19.70.040.D.16.b) for water conservation. Soil moisture sensors are required.
 - j. **Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for final landscape inspection after all the landscaping and irrigation have been installed and is completely operational. Before calling for final inspections, a "Certificate of Compliance" form shall be completed and signed by the designer/auditor responsible for the project, and this form must be submitted to the project planner. The project planner will need to sign off on the "Certificate of Compliance" to signify code compliance.

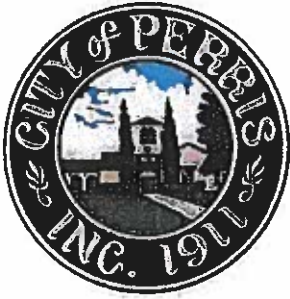
Prior to Issuance of Occupancy Permits:

- 41. **Disclosure Statements.** Developer shall record a disclosure on each lot and provide a disclosure to the purchaser of each lot for potential noise impacts from March Air Reserve Base and the aviation easement granted to the City of Perris and to the March Inland Port Airport Authority, and potential noise impacts from the Perris Valley Airport.
- 42. **Final Inspection.** The applicant shall obtain occupancy clearance from the Planning Division by scheduling a final Planning inspection after final sign-off from the Building Division and Engineering Department. Planning Staff shall verify that all Conditions of Approval have been met.

End of conditions

Attachment 3

Conditions of Approval (Engineering, Public Works, Building, Community Services, and MMRP)



CITY OF PERRIS

STUART E. MCKIBBIN, CONTRACT CITY ENGINEER

CONDITIONS OF APPROVAL

P8-1340

May 20, 2021

TTM 19-05223 – TTM 37803

UCI Property Developments, Inc. – Steve Letwinch
SW Corner of Metz Road & A Street

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

In the event of a conflict between any conditions stated below, those imposed by Planning Department and others, and requirements identified in the approved Traffic Impact analysis, the most stringent in the opinion of the City shall prevail.

General Conditions:

1. The developer/property owner shall secure City's and appropriate agencies' clearances and approvals of the improvement plans.
2. The project grading shall be in a manner to perpetuate existing natural drainage patterns. Any deviation from this, concentration or increase in runoff must have approval of adjacent property owners and City Engineer. The developer/property owner shall accept the offsite runoff and convey to acceptable outlet.

DEPARTMENT OF ENGINEERING
24 SOUTH D STREET, SUITE 100, PERRIS, CA 92570
TEL.: (951) 943-6504 - FAX: (951) 943-8416

3. Prior to commencement of any construction or installation of fencing in public rights-of-way, an encroachment permit shall be obtained from the City Engineer's office.

Prior to Recordation of the Final Map:

4. The developer/property owner shall have approved improvement plans, executed subdivision agreement and posted securities.
5. Metz Road is classified as a Collector (66'/44') per the General Plan. The developer/property owner shall dedicate 33 feet half width right-of-way along the tract/property frontage.
6. North A Street is classified as a Secondary Arterial (94'/64') per the General plan. The developer/property owner shall dedicate 47 feet half right-of-way along the tract/property frontage.
7. San Jacinto Avenue is classified as a Secondary Arterial (94'/64') per the General Plan. The developer/property owner shall dedicate 47 feet half right-of-way along the tract/property frontage.
8. DeLines Road is a collector (60'/40'). The developer/property owner shall dedicate 30 feet half right-of-way along the tract/property frontage.
9. "A" Street from Metz Road to "C" Street is a local (66'/46'). The developer/property owner shall dedicate 66 feet full width right-of-way within the tract/property boundary.
10. "B" Street from San Jacinto Avenue to "H" Street is a local (66'/46'). The developer/property owner shall dedicate 66 feet full width right-of-way within the tract/property boundary.
11. All interior streets are local (56'/36'). The developer/property owner shall dedicate 56 feet full width right-of-way within the tract/property boundary.
12. Property line corner cutbacks shall be dedicated per County of Riverside Standard No. 805.
13. Relinquish and waive access right on Metz Road other than the opening on "A" Street as delineated on the approved tentative tract map.
14. Relinquish and waive access rights on North A Street.
15. Relinquish and waive access rights on San Jacinto Avenue other than the opening on "B" Street as delineated on the approved tentative tract map.

16. Relinquish and waive access rights on DeLines Road.
17. All easements and/or rights-of-way shall be offered for dedication on the public or other appropriate agencies in perpetuity and shall continue in force until the City or the appropriate agency accepts or abandons such offers. All dedications shall be free from all encumbrances as approved by the City Engineer.
18. The following statement shall be added to the Final Map:
- NOTICE OF DRAINAGE FEES.** Notice is hereby given that this property is located in the Perris Valley Area Drainage Plan which was adopted by the City of Perris pursuant to Ordinance and Section 66483, et. Seq. of the Government Code and that said property is subject to fees for said drainage area. Notice is further given that, pursuant to Ordinance 13-01, payment of the drainage fees shall be paid to the City of Perris prior to issuance of the grading permit or building permit at the rate in effect at the time of issuance of the actual permit.
19. The developer/property owner shall make a good faith effort to acquire required offsite property interests, and if he or she would fail to do so, the developer/property owner shall, prior to submittal of the Final Map for recordation, enter into an agreement to complete the improvements. The agreement shall provide for payment by the developer/property owner of all costs incurred by the City to acquire the offsite property interests required in connection with the subdivision. Security of a portion of these costs shall be in the form of a cash deposit in the amount given in an appraisal report obtained by the developer/property owner (at developer/property owner costs). The appraiser shall be approved by the City prior to commencement of the appraisal.
20. The developer/property owner shall submit the following to the City Engineer, and RCFCDD as applicable, for review and approval:
- a. Street improvement Plans
 - b. Storm Drain Improvements Plans
 - c. Water and Sewer Improvement Plans
 - d. Traffic Signal plans
 - e. Signing and Striping Plans
 - f. Final Drainage Plan, Hydrology and Hydraulic Reports
 - g. Final WQMP (for reference)
 - h. Street Light Plans prepared by a registered Electrical Engineer per City of Perris Safety Lighting Standards

The design shall be in compliance with EMWD, RCFCDD, Riverside County Transportation Department, Caltrans, City of Perris and ADA most recent standards, criteria and requirements and in effect at the

time of construction, and shall be coordinated with the approved plans of the adjacent developments.

21. The tract is in the City of Perris' water service area. However, the City's water facilities would only provide 40 psi static pressure at the connection in San Jacinto Avenue. This would not be sufficient to provide the tract's domestic, landscape and fire demand.

There are however EMWD water facilities that can adequately serve the tract. This would require an inter-agency agreement between the City of Perris and EMWD to supply the tract's water service. The terms of the agreement would establish responsibilities regarding maintenance, billing, transfer of funds, and other items.

This is City's preferred option, however, as the inter-agency agreement is subject to approval by our respective Council and Boards, the City will also conditionally agree to provide water service to the tract subject to the developer/property owner designing and constructing a booster pump station along with the necessary piping, primary and secondary pumps, fire pumps, storage tank, backup compressors and generators, and pump room housing controls.

22. The tract is in the City of Perris' sewer service area. A Sewer Study Analysis dated April 9, 2021 was provided by the developer/property owner. City's facilities can serve the tract however pursuant to a Video Inspection Report dated March 22, 2021 portions of the existing downstream receiving pipe in North A Street, north of Columbine Court, is inadequate and it shall be removed and replaced per EMWD standards.

The onsite sewer shall be designed in an alignment that does not pass through the basin lot.

23. The developer/property owner shall sign the consent and waiver form to join the City's Lighting and Landscape Districts and City's Flood Control District as appropriate. The proposed streetlights and existing and proposed traffic signals shall be maintained by the City and cost paid by the developer/property owner through the said annexation.

Prior to Issuance of Grading Permit:

24. The developer/property owner shall submit the following to the City Engineer, and RCFCD as applicable, for review and approval:
- a. Street Improvement Plans
 - b. Storm Drain Improvement Plans
 - c. Water and Sewer Improvement Plans
 - d. Traffic Signal Plans
 - e. Signing and Striping Plans

- f. Final Drainage Plan, Hydrology and Hydraulic Report
- g. Final WQMP (for reference)
- h. Street Light Plans prepared by a registered Electrical Engineer per City of Perris Safety Lighting Standards.

The design shall be in compliance with EMWD, RCFCD, Riverside County Transportation Department, Caltrans, City of Perris and ADA most recent standards, criteria and requirements and in effect at the time of construction, and shall be coordinated with the approved plans of the adjacent developments.

25. In general, treated onsite runoff shall discharge to an adequate outlet as determined by the City Engineer.

26. The Riverside County Flood Control District & Water Conservation District (RCFCD) letter of February 18, 2021 (attached) is incorporated into these Conditions of Approval with the following clarifications:

The developer/property owner shall construct a storm drain pipe in Metz Road from DeLines Road to Metz Park Basin. The system shall collect and convey the 100-year tributary runoff, the Metz Road tributary runoff as well as the runoff from the tract's northeast basin.

The developer/property owner shall construct a storm drain pipe in North A Street and San Jacinto Avenue and connect to RCFCD facility at the corner of First Street and North A Street. The system shall collect and convey the 100-year tributary runoff, the North A Street and San Jacinto Avenue tributary runoff.

Plans and supporting hydrology and hydraulic calculations shall be submitted to the City Engineer and RCFCD for review and approval.

Facilities maintained by RCFCD will require RCFCD plan check review and approval, and RCFCD inspection.

Any connection to RCFCD facilities will require an encroachment permit from RCFCD.

Prior to Issuance of Building Permit:

27. The project site is located within the limits of Perris Valley Area Drainage Plan (ADP) for which drainage fees have been adopted by City. Drainage fees shall be paid as set forth under the provisions of the "Rules and Regulations of Administration of Area Drainage Plan". Construction of the ADP facilities can be used to offset the drainage fee.

28. Tract Map 37803 shall be filed for review and approval and shall be recorded.

29. Water and Sewer Improvement Plans, per Fire Department and Eastern Municipal Water District (EMWD) standards, shall be submitted to the City Engineer for review and approval.
30. Fire Department and EMWD approvals of Water Improvement Plans are required prior to City Engineer's approval.
31. All weather access per Fire Department standards shall be provided.
32. The developer/property owner shall submit a compaction certification from the Soils Engineer in compliance with the approved geotechnical/soils report.

Prior to Issuance of Certificate of Occupancy:

33. Metz Road (Collector - 66'/44') along the tract/property frontage within the dedicated right-of-way shall be improved to provide a 34 foot wide pavement (using a TI of 7.0 and PG 64-10), 6 inch curb and gutter located 22 feet south of the centerline with 6 foot wide sidewalk and street lights subject to the result of a photometric study prepared by a registered Electrical Engineer, a Class III bicycle lane per Active Transportation Plan, City of Perris, County of Riverside and Caltrans standards.

If the existing pavement is in good condition, the developer/property owner may use grind and overlay technique as determined by the City Engineer.

34. North A Street (Secondary Arterial Collector - 96'/64') along the tract/property frontage within the dedicated right-of-way shall be improved to provide a 50 foot wide pavement (using a TI of 9.5 and PG 70-10), 6 inch curb and gutter located 32 feet west of the centerline with 6 foot wide sidewalk and street lights subject to the result of a photometric study prepared by a registered Electrical engineer, a Class IV bicycle lane per Active Transportation Plan, City of Perris, County of Riverside and Caltrans standards.

If the existing pavement is in good condition, the developer/property owner may use grind and overlay technique as determined by the City Engineer.

35. San Jacinto Avenue (Secondary Arterial Collector - 94'/64') along the tract/property frontage within the dedicated right-of-way shall be improved to provide a 50 foot wide pavement (using a TI of 8.5 and PG 64-10), 6 inch curb and gutter located 32 feet north of the centerline with 6-foot wide sidewalk and street lights subject to the result of a photometric study prepared by a registered Electrical Engineer, a Class III bicycle lane per Active Transportation Plan, City of Perris, County of Riverside and Caltrans standards.

If the existing pavement is in good condition, the developer/property owner may use grind and overlay technique as determined by the City Engineer.

36. "A" Street from Metz Road to "C" Street (Local - 66'/46') within the dedicated right-of-way shall be improved to provide a 46 foot wide pavement (using a TI of 5.5 and PG 64-10), 6 inch curb and gutter located 23 feet both of the centerline with 6 foot wide sidewalk and street lights subject to the result of a photometric study prepared by a registered Electrical engineer, City of Perris, County of Riverside and Caltrans standards.
37. "B" Street from San Jacinto Avenue to "H" Street (Local - 66'/46') within the dedicated right-of-way shall be improved to provide a 46 foot wide pavement (using a TI of 5.5 and PG 64-10), 6 inch curb and gutter located 23 feet both of the centerline with 6 foot wide sidewalk and street lights subject to the result of a photometric study prepared by a registered Electrical Engineer, City of Perris, County of Riverside and Caltrans standards.
38. All interior streets (Local - 56'/36') within the dedicated right-of-way shall be improved to provide a 40 foot wide pavement (using a TI of 5.5 and PG 64-10), 6 inch curb and gutter located 18 feet both of the centerline with 6 foot wide sidewalk and street lights subject to the result of a photometric study prepared by a registered Electrical Engineer, City of Perris, County of Riverside and Caltrans standards.

All knuckles, cul-de-sacs and offset cul-de-sacs shall be improved per County of Riverside Standard Nos. 800, 800(A) and 801 respectively.
39. To mitigate the traffic impacts, the following improvements shall be provided as recommended in the Traffic Impact Analysis:
 - A traffic signal shall be installed to ultimate design at the intersection of Nuevo Road and North A Street. A designated left-turn lane shall be included in northbound North A Street.
 - A traffic signal shall be installed to ultimate design at the intersection of Metz Road and North A Street.
 - A traffic signal shall be installed to ultimate design at the intersection of San Jacinto Avenue and North A Street.
40. The driveways shall be per County of Riverside Standard no. 207.
41. Existing power poles on Metz Road and North A Street along the tract/property frontage shall be removed and cables (under 66 kv) shall be undergrounded.

42. All storm drain facilities shall be completed to the satisfaction of the City Engineer and RCFC and a Video Inspection Report shall be submitted for review and approval.
43. The developer/property owner shall provide for utility trench surface repair as directed by the City Engineer.
44. Associated existing signing and striping shall be refreshed and any appurtenances damaged or broken during the development of this project shall be repaired or removed and replaced by the developer/property owner to the satisfaction of the City Engineer. Any survey monuments damaged or destroyed shall be reset by qualified professional pursuant to the California Business and Professional Code 8771.
45. Prior to acceptance of the public improvements by the City, the developer/property owner shall provide an inventory of the improvements to the City.



Stuart E. McKibbin
Contract City Engineer



CITY OF PERRIS

PUBLIC WORKS DEPARTMENT

Engineering Administration

NPDES

Special Districts (Lighting, Landscape, Flood Control)

MEMORANDUM

Date: February 19, 2021

To: Nathan Perez, Project Planner

From: Michael Morales, CIP Manager *MM*

Subject: **TTM 37803 (TTM 19-05223) – Conditions of Approval**

A proposal to subdivide 53.15 acres into 145 single-family residential lots with ten (10) lettered lots (A - J). The project is located south of Metz Road, east of North "A" Street, and North of San Jacinto Avenue. The project is located at the SW corner of A Street and Metz Road.

-
- Dedication and Landscape Maintenance Easement.** Offer of Dedication and Landscape Maintenance Easement for City landscape maintenance district shall be provided as follows:
 - **Metz Road**– Provide offer of dedication as needed to provide for full half width (collector 66' ROW, 33' half width), street, curb gutter, sidewalk and off-site landscaping requirements, per City General Plan, including minimum 11' public parkway from face of curb. Provide additional landscape easement (including side yards at entrances), ranging a minimum of 3' to 20', as needed to provide for enhanced slope landscaping at the rear of homes backing onto Metz Road.
 - **'A' Street**- Provide offer of dedication as needed to provide for full half width Street (47' half-width), painted median, curb gutter, sidewalk and off-site landscaping requirements, per City General Plan, including minimum 15' public parkway from face of curb.
 - **San Jacinto Avenue**- Provide offer of dedication as needed to provide for full half width Street (47' half-width), painted median, curb gutter, sidewalk and off-site landscaping requirements, per City General Plan, including minimum 15' public parkway from face of curb. Provide additional landscape easement (including side yards at entrances), ranging a minimum of 3' to 20', as needed to provide for enhanced slope landscaping at the rear of homes backing onto W. San Jacinto Avenue.
 - **Lot A & B Detention/Retention Basins**- The developer has proposed, and shall be required to provide water quality BMP's consisting of retention/detention basins at Lots A & B. The developer shall dedicate these facilities to the City of Perris.
 - Landscape Maintenance Easement and Landscape Easement Agreement.** The developer shall provide, for review and approval, an Offer of Dedication and certificate of acceptance, complete with legal plat map and legal description to the City of Perris, or show the same on the Final Tract Map. The Developer shall provide an additional landscape easement, ranging from 3' to 20', to the City of Perris for frontage along San Jacinto Avenue. The total public parkway along San Jacinto Avenue will range from 18' to 35' from face of curb. The Developer shall provide an additional landscape easement, ranging from 3' to 20', to the City of Perris for frontage along Metz Road. The total public parkway along San Jacinto Avenue will range from 14' to 31' from face of curb. The City shall record the same with the Riverside County Recorder's Office, and the recorded

instrument shall be returned to the City Clerk of the City of Perris for filing.

3. **Landscaping Plans.** Three (3) copies of Construction Landscaping and Irrigation Plans for the off-site landscaping, including any medians or other landscape areas along the dedications shall be submitted to the Planning Department for approval and shall be accompanied by the appropriate filing fee. The landscape and irrigation plan shall be prepared by a registered landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. This landscape plan shall be titled "LMD Off-site Landscape Plan Tract Map 37803" and shall be mutually exclusive of any private property, on-site landscaping. Elements of the Landscape Plan shall include but not be limited to:
- a. **Landscape Limits** – Limits of right-of-way areas or easement areas, defined by concrete mow curb, fully dimensioned, that are to be annexed into the Landscape Maintenance District. A planting palette and hardscape plan intended to meet the design intent of the Landscape Guidelines in effect for the area; or if no such guidelines exist the design intent of neighboring development, as determined by the Engineering Administration and Special Districts Division, including:
- **Metz Road-** Primary street tree: *Koelreuteria Bipinnata*, "Chinese Flam Tree." Secondary tree: *Lagerstroemia-Indian Tribe* Varieties. Shrubs: Use drought resistant shrubs and ground cover intended to complement the planting palette for the nearby specific plan, including: *Raphiolepis Indica Clara*, (Indian Hawthorn); *Ligustrum Japonicum* (Japanese Privet); *Bougainvillea Rosenka*. Ground Covers: *Myoporum parvifolium* "Prostrate Myoporum."
 - **Lot #145 and Lot 1 Tract Entrance Side Yard-** Provide a plant palette complimentary to Metz Rd.
 - **Metz Road Slope-** A plant palette for slope protection shall be provided to the City's Special District for review and approval.
 - **'A' Street** –Tree Primary: *Quercus Virginiana-Southern Live Oak*; Secondary (accent tree): *Lagestromia-Indian Tribe* Varieties. Use drought resistant shrubs and ground cover intended to complement the existing parkways to the north and south along 'A' Street, including but not limited to the following Kangaroo Paw, Nolia Grasses, Agave, Lantana yellow/purple, Red Yucca, and Red Hot Poker, and hard scape with and boulder design.
 - **San Jacinto Avenue-** Street Tree Primary: *Ulmus Parvifolia-Chinese Elm Tree*. Use drought resistant shrubs and ground cover intended to complement the existing parkways to the south along San Jacinto Avenue, including but not limited to the following *Juniperus Sabina* "Buffalo"/Prostrate Juniper; *Raphiolepis I*, "jack Evans"/Pink Indian Hawthorn; *Ceanothus X 'Centennial'*/California Lilac; *Correa X. Dusky Bells/Australian Fuchsia*; *Lavandula X. 'Goodwin Creek Gray'*/DWF Lavender; *Cistus Hybridus/White Rockrose*; *Verbena Peruvian 'Taipan Purple'*/Hybrid Verbena.
 - **Lot #40 Tract Entrance Side Yard and Lot B-** Provide a plant palette complimentary to San Jacinto Avenue.
 - **San Jacinto Avenue Slope-** A plant palette for slope protection shall be provided to the City's Special District for review and approval.
 - **Retention Basins Lots A & B-** A plant palette shall be provided to the City's Special District for review and approval.
 - **HOA Maintained "V" Ditches-** The developer shall construct concrete lined drainage "V" Ditches, utilizing a "flat bottom" design. The minimum width of flat bottom of the "V" ditch shall measure 3' feet

- (36") for required access by maintenance equipment. HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.
- **HOA Maintained Open Space Lot D and Lot C**- HOA areas shall be included within Landscape Maintenance District #1, as a secondary category improvement to be levied in case of default or failure to adequately maintain.
- b. **Irrigation** – A list of irrigation system components intended to meet the performance, durability, water efficiency, and anti-theft requirements for Special District landscape areas as determined by the Engineering Administration and Special Districts Division. Components shall include, but not be limited to Salco or GPH flexible PVC risers, Sentry Guard Cable Guard and Union Guard, backflow Wilkens Model 375 (or equal), flow sensor Creative Sensor Technology FS1-T15-001 or Data Industrial or equal. Controller shall include an ET based controller with weather station that is centrally controlled capable and wi-fi ready (WeatherTrak ET Pro3 Smart Controller, or equal, with Rain Sensor). At the discretion of the Engineering Administration and Special Districts Division public landscape areas utilizing no more than 6 valves/stations, programmed to irrigate consecutively, and none simultaneously, may propose the use of an alternative ET based controller with weather station that is centrally controlled capable and wi-fi ready, such as the Weathermatic System or equal. Proposed system shall be complete with wireless weather station, aircard with flow, one year bundle service, blade antenna and flow sensor.
- c. **Benefit Zone Quantities** – Include a Benefit Zone quantities table (i.e. SF of planting areas, turf, number of trees, SF. of hardscape, etc.) in the lower right hand corner of the cover sheet for off-site landscape areas, indicating the amount of landscaping the district will be required to maintain.
- d. **Meters** – Each District is required to be metered separately. All electrical and water meters shall be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene and away from street intersections. Show location of separate water and electrical utility meters intended to serve maintenance district areas exclusively. Show locations of water and electrical meter for landscape district. Show location of water and electrical meter for flood control district. Show location of electrical meter for Traffic signal and street lighting district, on respective plans. Coordinate location of meters on landscape and civil engineering plan.
- e. **Controllers** - The off-site irrigation controllers are to be located within the right of way (preferably within the off-site landscape area). All point of connection equipment including irrigation controller pedestals, electrical meter pedestals, and backflow preventers are to be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene, and away from street intersections. Backflow preventers are to be screened on at least three sides with (5) gallon plant material. The fourth side shall be open to the back of the landscape area in order to allow the backflow cage to be opened without interference with plant materials. Backflow cages shall meet the required City of Perris Engineering Standards in effect at the time of approval.
- f. **Recycled Water** - If applicable. The project landscape architect shall coordinate with EMWD to verify if the site will be served with recycled water and design all irrigation and landscape plans to meet the requirements of EMWD and provide additional irrigation components as needed.

- g. **EMWD Landscape Plan Approval** – The project landscape architect shall submit a copy of all irrigation plans and specifications to EMWD for approval. The project landscape architect must confirm with EMWD that the plans have been approved by EMWD and submit written proof of approval by EMWD prior to the City approving the final Landscape Plans. Until the final landscape plan has been approved by the City of Perris, the maintenance areas depicted cannot be accepted by the City for maintenance. The developer shall coordinate both reviews to ensure acceptability of plans by both EMWD and the City of Perris, prior to approval by either agency.
 - h. **Landscape Weed Barrier** - Weed cloth with a minimum expected life of 10-years shall be required under all mulched areas.
 - i. **Wire Mesh and Gravel At Pull Boxes**- Provide wire mesh and gravel layer within valve boxes to prevent rodent intrusion.
 - j. **Slope Grading**- Off-site areas are to be limited to a maximum 3:1 slope, with 12" of level ground at the top and toe of slope. Partially retaining perimeter walls may be required to achieve the off-site grading conditions. Any perimeter walls required shall be constructed with decorative block and cap, with "L" footing design extending from property line into public right-of-way.
 - k. **Anti-Graffiti Coating At Perimeter and Garden Walls**-Developer shall provide the anti-graffiti coating "Vitrocem-by Bithell, Inc." (or approved equal) to all perimeter walls and garden walls in accordance with the manufactures recommend installation procedures.
4. **Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for only "OFF-SITE" landscape and irrigation inspections at the appropriate stages of construction. Inspections shall be scheduled at least two-working days (Monday through Friday) prior to actual inspection. Contact Public Works-Engineering Administration/Special Districts at (951) 956-2120 to schedule inspections.
- **Inspection #1** - Trenches open, irrigation installed, and system pressurized to 150 PSI for four hours.
 - **Inspection #2** - Soil prepared, and plant materials positioned and ready to plant.
 - **Inspection #3** - Landscaping installed, irrigation system fully operational, and request for "Start of 1 year Maintenance Period" submitted, with all required turn-over submittal items provided to Public-Works Engineering Administration/Special Districts.
 - **Turn-Over Inspection**– On or about the one year anniversary of Inspection #3, Developer shall call for an inspection to allow the City to review and identify any potential irrigation system defects, dead plants, weed, debris or graffiti; stressed, diseased, or dead trees; mulch condition, hardscape or other concerns with the landscape installation; or to accept final turn over of the landscape installation. At his sole expense, the Developer shall be responsible for rectifying system and installation deficiencies, and the one year maintenance period shall be extended by the City until all deficiencies are cured to the satisfaction of the City. If in the opinion of the City's Landscape Inspector the landscape installation is in substantial compliance with the approved landscaping plans, the irrigation and communication system is functioning as intended, and the landscape installation is found to be acceptable to the City, then the Inspector shall recommend to the City's Special District Coordinator to accept turn-over of

water and electrical accounts, wi-fi communication contracts and the entire landscape installation.

5. **One Year Maintenance and Plant Establishment Period-**The applicant will be required to provide a minimum of a one (1) year maintenance and plant establishment period, paid at the sole expense of applicant. This one-year maintenance period commences upon the successful completion of Inspection #3 discussed above, and final approval by the City. During this one year period the applicant shall be required to maintain all landscape areas free of weeds, debris, trash, and graffiti; and keep all plants, trees and shrubs in a viable growth condition. Prior to the start of the one year maintenance period, the Developer shall submit a weekly Landscape Maintenance Schedule for the review and approval by the City's Special Districts Division. City shall perform periodic site inspections during the one-year maintenance period. The purpose of these periodic inspections is to identify any and all items needing correction prior to acceptance by the City at the conclusion of the one-year maintenance period. Said items needing correction may include but are not limited to: replacement of dead or diseased plant materials, weeding, replenishment of mulches, repair of damaged or non-functioning irrigation components, test of irrigation controller communications, etc. During this period, the City shall begin the annual assessment of the benefit zone in preparation for the landscape installation turn-over to City maintenance staff.
6. **Street/Off-Site Improvements.** The applicant shall submit street improvement plans, accompanied by the appropriate filing fee to the City Engineering Department. Details of treatments of site improvements, including Bus Stops at Mass Transit Routes, Bicycle Path, Decorative Traffic Signal Signage, and lighting shall meet both the City Engineer's Design Guidelines, and the additional requirements of the Engineering and Special Districts Division. Components shall include, but not be limited to:
 - a. **Traffic Signal Signage-**If traffic signals are required, decorative signal signage shall meet the type, style, color and durability requirements of the City Engineer's Office.
 - b. **Street Lighting-**If street lighting is required, lighting shall meet the type, style, color and durability requirements, necessary for energy efficiency goals, maintenance and longevity of improvements of the City Engineer's Office. As determined by the City, new streetlights may be required to be deeded to City of Perris, and not SCE. Street lights deeded to City of Perris shall be constructed per LS-3 account billing standard, which shall include an individually metered pedestal for streetlights.
 - c. **Acceptance By Public Works/Special Districts-** Lighting District facilities required by the City Engineer's Office shall be installed and fully operational, and approved by final inspection by the City Engineer's Office, and the City's Consulting Traffic Signal Inspection Team (Riverside County TLMA) at (951) 955-6815. Prior to acceptance for maintenance of "Off-site" traffic signal and lighting facilities by the Public Works-Engineering and Administration Division/Special Districts, the developer shall contact the Public Works Special Districts Division at (951) 956-2120 to schedule the delivery of all required turn-over submittal items. Prior to acceptance into Lighting District 84-1, coordinate turn-over information pertaining to Street Lights, and Traffic Signal Electrical/SCE Service Meters with Wildan Financial Services, the City's Special Districts Consulting Firm at (951) 587-3564. (i.e. Provide electrical meter number, photo of pedestal, and coordinate "request for transfer of billing information" with SCE and City for all new service meters). Developer shall pay 18-month energy charges to the City of Perris for all off-site street lighting. Call Wildan Financial Services, Inc. for amount due, and to obtain receipt for payment. Obtain and provide a clearance form from Riverside County TLMA indicating completion of all punch list items from traffic signal construction. Submit one large format photo-copy of Traffic Signal as-built plans and timing sheets.

7. **Water Quality Management Plans.** The applicant shall submit a Preliminary and Final WQMP, accompanied by the appropriate filing fee to the Planning Department and City Engineering Department, respectively. Details for treatment control facilities shall meet both the Riverside County WQMP Design Guidelines, and the additional requirements of the Engineering and Special Districts Division intended to reduce long term maintenance costs and longevity of improvements. Components shall include, but not be limited to:
 - **Storm Drain Screens-**If off-site catch basins are required by the City Engineer's Office, connector pipe screens shall be included in new catch basins to reduce sediment and trash loading within storm pipe. Connector pipe screens shall meet the type, style, and durability requirements of the Public Works Engineering Administration and Special Districts Division.
 - **WQMP Inspections-** The project applicant shall inform the on-site project manager and the water quality/utilities contractor of their responsibility to call for both "ON-SITE" and OFF-SITE" WQMP Inspections at the appropriate stages of construction. Contact CGRM at (909) 455-8520 to schedule inspections.
 - **Acceptance By Public Works/Special Districts-**Both on-site and off-site flood control/water quality facilities required for the project, as depicted in the Final WQMP, shall be installed and fully operational, and approved by final inspection by the City's WQMP Consultant, CGRM. The Developer shall obtain a final Clearance Letter from CGRM indicating compliance with all applicable Conditions of Approval for the approved WQMP. The developer shall deliver the same to the Public Works-Engineering and Administration Division/Special Districts. In addition, prior to acceptance by the City, the developer shall submit a Covenant and Agreement describing on-going maintenance responsibilities for on-site facilities per the approved WQMP, to the Public Works Engineering Administration and Special Districts Division. The Public Works Engineering Administration and Special Districts Division will review and approve the Covenant and Agreement. The City shall record the same with the Riverside County Recorder's Office, and the recorded instrument shall be returned to the City Clerk of the City of Perris for filing.

8. **Flood Control District #1 Maintenance Acceptance.** Flood Control District facilities required by the City Engineer's Office shall be installed and fully operational, and approved by final inspection by the City Engineer's Office. Prior to acceptance for maintenance of "Off-site" flood control facilities by the Public Works-Engineering and Administration Division/Special Districts the developer shall contact the Public Works Special Districts Division at (951) 956-2120 to schedule the delivery of all required turn-over submittal items including as-built storm drain plans in electronic PDF format, one large format photo-copy of as-built plans, storm drain video report in electronic format, and hardcopy of video report with industry standard notations and still photos made during video runs (i.e. facilities sizes, off-sets or damage, facility type, dirt and debris, etc.). The flood control facilities shall be turned over in a condition acceptable to the City, and the developer shall make all necessary repairs and perform initial maintenance to the satisfaction of the City.
 - **Master Drainage Plan Facilities and Metz Park Detention Basin-**Master Drainage Plan Facilities, including lateral lines, required by the City Engineer's Office, will connect to the existing downstream facilities at Metz Park Detention Basin. This project will benefit from the existing downstream facilities and shall pay its fair share of maintenance costs.

9. **Assessment Districts.** Prior to permit issuance, developer shall deposit \$5,250 per district, \$15,750 total due.

Payment is to be made to the City of Perris, and the check delivered to the City Engineer's Office. Payment shall be accompanied by the appropriate document for each district indicating intent and understanding of annexation, to be notarized by property owner(s):

- **Consent and Waiver for Maintenance District No. 84-1** -New street lighting proposed by the project.
 - **Consent and Waiver for Landscape Maintenance District No. 1** – New off-site parkway landscape and all above ground landscaped water quality detention basins proposed by the project. In addition, a secondary landscape category identified as HOA maintained on the proposed conceptual landscape plans, shall be annexed and levied in case of default or failure to adequately maintain by the entity responsible for maintenance. The development "HOA" areas shall be required to annex into the landscape maintenance district, but the assessment of taxes and fees shall be levied for the first year only, thereafter, levy shall be suspended. If the Homeowners Association fails to adequately maintain "HOA" areas, it may become necessary for LMD #1 to re-commence tax assessment and maintenance of HOA areas.
 - **Petition for Flood Control Maintenance District No. 1** -For Off-site Flood Control Facilities proposed by the project. In addition, the Project shall pay its fair share maintenance fees for the existing downstream facilities, including Metz Park Detention Basin.
-
- Original notarized document(s) to be sent to:
Daniel Louie
Wildan Financial Services
27368 Via Industrial, #200
Temecula, CA 92590
-
- a. Prior to final map recordation or final certificate of occupancy the developer shall annex into the aforementioned districts, posting an adequate maintenance performance bond to be retained by the City as required by the City Engineer. Upon receipt of deposit and Consent and Waiver Forms, the developer shall work with City to meet all required milestones for annexations.
 - i. City prepares the Engineer's Reports which includes a description of the improvements to be maintained, an annual cost estimate and annual assessment amounts.
 - ii. Reports are reviewed and approved by the property owner. The assessment ballots will be based on these Reports.
 - iii. The Reports and corresponding resolutions are placed, for approval, on the City Council Meeting Agenda. City Council action will include ordering the assessment ballots and setting a Public Hearing for no sooner than 45 days. Property owner attendance at this City Council Meeting is not required.
 - iv. The assessment ballots are sent to the property owner and are opened by the City Clerk at the close of the Public Hearing. With a "YES" vote by the property owner the City Council can move forward with the Resolution that Confirms the Annexation. Property owner attendance at this Public Hearing is not required.

- v. Confirmation by the City Council completes the annexation process and the condition of approval has been met.

SRC COMMENTS
***** BUILDING & SAFETY *****

Planning Case File No(s): TTM 37803 (19-05223)

Case Planner: Nathan Perez, at (951) 943-5003, ext. 279

Applicant:

Location:

South of Metz Road, East of North A Street and North of San Jacinto Ave.

Project:

A proposal to subdivide 53.15 acres into 145 residential lots within the Green Valley Specific Plan

APN(s):

Reviewed By: David J. Martinez, CBO

Date: 01-11-21

BUILDING & SAFETY

GENERAL CONDITIONS

1. Shall comply with the latest adopted edition of the following California Codes as applicable:

- A. 2019 California Building Code
- B. 2019 California Residential Code
- C. 2019 California Electrical Code
- D. 2019 California Mechanical Code
- E. 2019 California Plumbing Code
- F. 2019 California Energy Code.
- G. 2019 California Fire Code
- H. 2019 California Green Building Standards Code
- I. 2019 Accessibility Regulations

5. The Tract or Parcel map shall record prior to the issuance of any permits

7. Permits are required prior to the removal and/or demolition of structures.

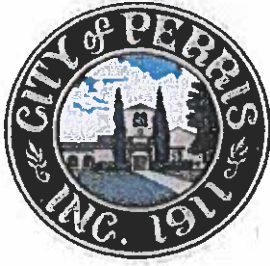
PRIOR TO ISSUANCE OF BUILDING/CONSTRUCTION PERMITS

14. The following items shall be completed and/or submitted as applicable – prior to the issuance of building permits for this project:

- A. Precise grading plans shall be approved
- B. Rough grading completed
- C. Compaction certification

- D. Pad elevation certification
- E. Rough grade inspection signed off

FIRE COMMENTS: WILL BE PROVIDED BY DENNIS GRUBB AND ASSOCIATES



CITY OF PERRIS
COMMUNITY SERVICES

MEMO

Date: January 26, 2021
To: Nathan Perez, Senior Planner
From: Sabrina Chavez, Director of Community Services
Subject: Conditions of Approval
Tentative Tract Map #37803
Applicant: Steve Letwinch, UCI Property Development, Inc.

Community Services Staff reviewed TTM #37803 and offer the following comments:

- Developer is subject to payment of the following fees:
 - Park Development Impact Fees



CITY OF PERRIS

DEVELOPMENT SERVICES DEPARTMENT
 PLANNING DIVISION
 135 NORTH D STREET, PERRIS, CA 92570-2200
 TEL.: (951) 943-5003 FAX (951) 943-8379

February 19, 2021

Subject: Mitigation Monitoring & Reporting Plan – Tentative Tract 37803

MITIGATION MONITORING AND REPORTING PLAN

The following environmental mitigation measures shall be incorporated into the project development as Conditions of Approval (MND 2352). The Project Applicant shall secure a signed verification for the mitigation measures to ensure compliance with each mitigation measure, as required by the City of Perris to meet CEQA obligations and other requirements (Public Resources Code Section 21081.6.)

Final clearance shall require all verifications applicable to the attached table. The Perris Development Services Department has primary responsibility for monitoring and reporting the implementation of each mitigation measure.

In response to the Notice of Intent to Adopt a Mitigated Negative Declaration for the proposed project, the City of Perris received two comment letters in response to the distribution of the Initial Study. The City of Perris has provided responses to the comments received. The comments that were received did not require any new or revisions to the mitigation measures provided in the Mitigated Negative Declaration.

MITIGATION MONITORING AND REPORTING PLAN				
(TTM 37803)				
MITIGATION MEASURE	TIMING	VERIFICATION OF COMPLIANCE		
		DEPARTMENT	SIGNATURE	DATE
AESTHETICS				
Mitigation Measure No. 1: Prior to issuance of grading permits, the project developer shall provide evidence to the City that any temporary nighttime lighting installed for security purposes shall be downward facing and hooded or shielded to prevent security light spillage outside of the staging and construction areas or direct broadcast of security light into the sky.	Prior to issuance of grading permits	Planning and Building Divisions.		
AIR QUALITY				
Mitigation Measure No. 2: Throughout project construction the contractor shall.	Throughout project construction.	Building Division.		

MITIGATION MONITORING AND REPORTING PLAN				
(TTM 37803)				
MITIGATION MEASURE	TIMING	VERIFICATION OF COMPLIANCE		
		DEPARTMENT	SIGNATURE	DATE
<ul style="list-style-type: none"> • Utilize well-tuned off-road construction equipment. • Establish a preference for contractors using Tier 3 or better heavy equipment. • Enforce 5-minute idling limits for both on-road trucks and off-road equipment. 				
<p>Mitigation Measure No. 3:</p> <p>A blasting execution plan shall be submitted to the City Engineer and approved prior to any implosion event. The blasting execution plan shall evaluate the feasibility of staged implosion to minimize dust generation and exposure.</p>	Prior to any implosion event	Planning and Building Divisions		
<p>Mitigation Measure No. 4:</p> <p>A public notification program shall be instituted prior to each implosion event, which includes recommendations to minimize exposure to airborne dust.</p>	Prior to each implosion event	Planning and Building Divisions		
<p>Mitigation Measure No. 5:</p> <p>Each implosion event shall be scheduled during periods of low/no wind speeds.</p>	Prior to each implosion event	Planning and Building Divisions		
<p>Mitigation Measure No. 6:</p> <p>A dust control plan shall be approved by the City Engineer prior to the first implosion event that identifies specific measures and equipment necessary to minimize dust from windblown storage piles, off-site tracking of dust, debris loading, truck hauling of debris, vehicle speed limits, and other dust suppression measures to minimize dust. The contractor shall implement all feasible engineering controls to control fugitive dust including exhaust ventilation, blasting cabinets and enclosures, vacuum blasters, drapes, water curtains or wet blasting. Watering methods, such as water sprays and water applications, also shall be implemented during blasting, rock crushing or any activity to reduce fugitive dust generated during transfer and conveyance of crushed material.</p>	Prior to the first implosion event	Planning and Building Divisions		

MITIGATION MONITORING AND REPORTING PLAN				
(TTM 37803)				
MITIGATION MEASURE	TIMING	VERIFICATION OF COMPLIANCE		
		DEPARTMENT	SIGNATURE	DATE
BIOLOGY				
<p>Mitigation Measure No. 7:</p> <p>Prior to the start of grading, the project developer shall pay the required Stephens Kangaroo rat fee to the MSHCP.</p>	<p>Prior to the start of grading.</p>	<p>Planning and Building Divisions.</p>		
<p>Mitigation Measure No. 8:</p> <p>Prior to the start of grading or the clearance of any vegetation, the project developer shall retain a qualified biologist to conduct a pre-construction nesting bird survey in accordance with the following:</p> <p>a) The survey shall be conducted no more than three (3) days prior to the start of grading or clearance of vegetation.</p> <p>b) If a pre-construction survey indicates that bird nests are not present, or if present they are inactive, or if the existing habitat is unoccupied no further mitigation is required.</p> <p>c) If a pre-construction survey identifies an active bird nest, a species-specific no disturbance buffer zone shall be established by a qualified biologist around the active nest until a qualified biologist determines that all young have fledged.</p>	<p>Prior to the start of grading or clearance of vegetation.</p>	<p>Planning and Building Divisions.</p>		
<p>Mitigation Measure No. 9:</p> <p>In accordance with MSHCP provisions that limit the use of exotic and invasive plants, the project landscape plan shall exclude all invasive plant species such as, but not limited to crimson fountain grass, pampas grass, giant reed, tree of heaven, and all other ornamental landscape elements that have the potential to spread into adjoining or nearby habitat areas.</p>	<p>Prior to the approval of a landscape plan.</p>	<p>Planning and Building Divisions.</p>		

<p>Mitigation Measure No. 10:</p> <p>Prior to the start of grading or the clearance of any vegetation Lots C and D shall be fenced with orange construction fencing to avoid entry into Lots C and D by construction equipment and workers. The orange construction fencing shall remain in place until project construction is completed.</p>	<p>Prior to the start of grading</p>	<p>Planning and Building Divisions.</p>		
<p>Mitigation Measure No. 11:</p> <p>Prior to the start of any construction activities, all construction contractors shall receive a copy of all mitigation measures required to reduce impacts to biological resources and a brochure that depicts the regulatory status of the biological resources that are present on the site. In addition, the project biologist shall provide verbal instruction to all site workers at a pre-construction meeting to provide a clear understanding of the onsite biological resources that are to be protected in accordance with the mitigation measures.</p>	<p>Prior to the start of any construction activities.</p>	<p>Planning and Building Divisions.</p>		
<p>Mitigation Measure No. 12:</p> <p>30-days prior to the start of grading or construction, whichever occurs first, the project developer shall retain a qualified biologist to conduct a burrowing owl survey. If burrowing owls are not detected no further mitigation is required. If burrowing owls are detected the project developer and the biologist shall submit to CDFW a burrowing owl relocation plan for approval.</p>	<p>30-days prior to the start of grading or construction, whichever occurs first.</p>	<p>Planning and Building Divisions.</p>		
<p>CULTURAL RESOURCES</p>				
<p>Mitigation Measure No. 13:</p> <p>Prior to the issuance of grading permits, the project developer shall retain a professional archaeologist. The task of the archaeologist shall be to monitor the initial ground-altering activities at the subject site and off-site project improvement areas for the unearthing of previously unknown archaeological and/or cultural resources. Selection of the archaeologist shall be subject to the approval of the City of Perris Director of Development Services and no grading activities shall occur at the site until the</p>	<p>Prior to the issuance of grading permits</p>	<p>Planning and Building Divisions.</p>		

<p>archaeologist has been approved by the City.</p> <p>The archaeologist shall be responsible for monitoring grading activities, maintaining daily field notes and a photographic record, and for reporting all finds to the developer and the City of Perris in a timely manner. The archaeologist shall be equipped to record and salvage cultural resources that may be unearthed during grading activities. The archaeologist shall be empowered to temporarily halt or divert grading equipment to allow recording and removal of the unearthed resources.</p> <p>In the event that archaeological resources are discovered at the project site, the handling of the discovered resources will differ. However, it is understood that all artifacts with the exception of human remains and related grave goods or sacred/ceremonial objects belong to the property owner. All artifacts discovered at the development site shall be inventoried and analyzed by the professional archaeologist.</p> <p>If any artifacts of Native American origin are discovered, all activities in the immediate vicinity of the find (within a 50-foot radius) shall stop and the project proponent and project archaeologist shall notify the City of Perris Planning Division, the Pechanga Band of Luiseño Indians, the Soboba Band of Luiseño Indians, and any other tribes identified by the California Native American Heritage Commission (NAHC) as being affiliated with the area. A designated Native American observer from one of the tribes identified by the NAHC as being affiliated with the area shall be retained to help analyze the Native American artifacts for identification as everyday life and/or religious or sacred items, cultural affiliation, temporal placement, and function, as deemed possible. The significance of Native American resources shall be evaluated in accordance with the provisions of CEQA and shall consider the religious beliefs, customs, and practices of the Luiseño tribes. All</p>				
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<p>items found in association with Native American human remains shall be considered grave goods or sacred in origin and subject to special handling.</p> <p>Native American artifacts that are relocated/reburied at the project site would be subject to a fully executed relocation/reburial agreement with the assisting Native American tribes or bands. This shall include measures and provisions to protect the reburial area from any future impacts. Relocation/reburial shall not occur until all cataloging and basic recordation have been completed. Native American artifacts that cannot be avoided or relocated at the project site shall be prepared in a manner for curation at an accredited curation facility in Riverside County that meets federal standards per 36 CFR Part 79 and makes the artifacts available to other archaeologists/researchers for further study such as University of California, Riverside Archaeological Research Unit (UCR-ARU) or the Western Center for Archaeology and Paleontology. If more than one Native American group is involved with the project and they cannot come to an agreement as to the disposition of Native American artifacts, they shall be curated at the Western Center by default. The archaeologist shall deliver the Native American artifacts, including title, to the accredited curation facility within a reasonable amount of time along with the fees necessary for permanent curation.</p> <p>Non-Native American artifacts shall be inventoried, assessed, and analyzed for cultural affiliation, personal affiliation (prior ownership), function, and temporal placement. Subsequent to analysis and reporting, these artifacts will be subjected to curation or returned to the property owner, as deemed appropriate.</p> <p>Once grading activities have ceased or the archaeologist, in consultation with the designated Native American observer,</p>				
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<p>determines that monitoring is no longer necessary, monitoring activities can be discontinued following notification to the City of Perris Planning Division.</p> <p>A report of findings, including an itemized inventory of recovered artifacts, shall be prepared upon completion of the steps outlined above. The report shall include a discussion of the significance of all recovered artifacts. The report shall provide evidence that any Native American and Non-Native American archaeological resources recovered during project development have been avoided, reburied, or curated at an accredited curation facility. A copy of the report shall also be filed with the Eastern Information Center (EIC) and submitted to the Pechanga Band of Luiseño Indians, the Soboba Band of Luiseño Indians, and any other Native American groups involved with the project.</p>				
<p>Mitigation Measure No. 14:</p> <p>In the event that human remains (or remains that may be human) are discovered at the project site during grading or earthmoving, the construction contractors, project archaeologist, and/or designated Native American observer shall immediately stop all activities within 100 feet of the find. The project proponent shall then inform the Riverside County Coroner and the City of Perris Planning Division immediately, and the coroner shall be permitted to examine the remains as required by California Health and Safety Code Section 7050.5(b).</p> <p>If the coroner determines that the remains are of Native American origin, the coroner would notify the Native American Heritage Commission (NAHC), which will identify the "Most Likely Descendent" (MLD). Despite the affiliation with any Native American representatives at the site, the NAHC's identification of the MLD will stand. The MLD shall be granted access to inspect the site of the discovery of Native American human remains and may recommend to the project</p>	<p>Throughout project construction.</p>	<p>Building Division.</p>		

<p>proponent means for treatment or disposition, with appropriate dignity of the human remains and any associated grave goods. The MLD shall complete his or her inspection and make recommendations or preferences for treatment within 48 hours of being granted access to the site. The disposition of the remains will be determined in consultation between the project proponent and the MLD. In the event that the project proponent and the MLD are in disagreement regarding the disposition of the remains, State law will apply and the median and decision process will occur with the NAHC (see Public Resources Code Section 5097.981 and 5097.94(k)).</p> <p>The specific locations of Native American burials and reburials will be proprietary and not disclosed to the general public. The locations will be documented by the consulting archaeologist in conjunction with the various stakeholders and a report of findings will be filed with the EIC.</p>				
<p>GEOLOGY AND SOILS</p>				
<p>Mitigation Measure No. 15:</p> <p>Prior to the issuance of grading permits, the project applicant shall submit to and receive approval from the City, a Paleontological Resource Impact Mitigation Monitoring Program (PRIMMP). The PRIMMP shall include the provision of a qualified professional paleontologist (or his or her trained paleontological monitor representative) during onsite and off-site subsurface excavation that exceeds three (3) feet in depth. Selection of the paleontologist shall be subject to approval of the City of Perris Director of Development Services and no grading activities shall occur at the site until the paleontologist has been approved by the City.</p> <p>Monitoring shall be restricted to undisturbed subsurface areas of older alluvium, which might be present below the surface. The approved paleontologist shall be prepared to quickly salvage fossils</p>	<p>Prior to the issuance of grading permits</p>	<p>Planning and Building Divisions.</p>		

<p>as they are unearthed to avoid construction delays. The paleontologist shall also remove samples of sediments which are likely to contain the remains of small fossil invertebrates and vertebrates. The paleontologist shall have the power to temporarily halt or divert grading equipment to allow for removal of abundant or large specimens.</p> <p>Collected samples of sediments shall be washed to recover small invertebrate and vertebrate fossils. Recovered specimens shall be prepared so that they can be identified and permanently preserved. Specimens shall be identified and curated and placed into an accredited repository (such as the Western Science Center or the Riverside Metropolitan Museum) with permanent curation and retrievable storage.</p> <p>A report of findings, including an itemized inventory of recovered specimens, shall be prepared upon completion of the steps outlined above. The report shall include a discussion of the significance of all recovered specimens. The report and inventory, when submitted to the City of Perris Planning Division, would signify completion of the program to mitigate impacts to paleontological resources.</p>				
NOISE				
<p>Mitigation Measure No. 16:</p> <p>All heavy equipment operating on the project site, including graders and dozers, shall maintain a minimum distance of 75 feet from the shared property line with the existing residents east of the site for lots 8-24. Grading within 75 feet of the shared property line shall be conducted with smaller equipment such as a loader/backhoe or bobcat.</p>	<p>Throughout project construction.</p>	<p>Building Division.</p>		

<p>Mitigation Measure No. 17:</p> <p>Prior to the issuance of a grading permit, the project developer shall submit a blasting program to the Planning Manager that provides for minimum allowable off-site noise and vibration levels. Any blasting in the vicinity of sensitive land uses shall be designed to reduce vibration and air over pressure, including limiting the size of blasting charges</p>	<p>Prior to the issuance of a grading permit</p>	<p>Planning and Building Divisions.</p>		
<p>Mitigation Measure No. 18:</p> <p>Three days prior to any on-site blasting, the construction manager shall provide advanced notification by mail of each proposed blasting activity to all residences within 1,000 feet of the project site. The notification shall identify the potential noise level, time period of the blasting activities</p>	<p>Three days prior to any on-site blasting</p>	<p>Planning and Building Divisions.</p>		
<p>Mitigation Measure No. 19:</p> <p>Site specific noise and vibration levels shall be monitored by a blasting expert for each blasting event. The blasting program shall provide for response and investigation of all complaints. If any blasting complaints are received, blasting shall not resume until the complaint has been resolved, including whether an alternative blasting strategy shall be developed or more detailed and site-specific blasting mitigation is required.</p>	<p>Concurrent with each blasting event</p>	<p>Building Division.</p>		
TRANSPORTATION/TRAFFIC				
<p>Mitigation Measure No. 20:</p> <p>Prior to the issuance of the first occupancy permit, the project developer shall pay its fair share to install a traffic signal and the addition of a westbound right-turn lane at "A" Street/Harvill Avenue</p>	<p>Prior to the issuance of the first occupancy permit</p>	<p>Public Works</p>		
<p>Mitigation Measure No. 21:</p> <p>Prior to the issuance of the first occupancy permit, the project developer shall pay its fair share to install a traffic signal at "A" Street/Nuevo Road and restripe the northbound lanes to include a left-turn lane. There is adequate width available to add a northbound left-turn lane while having enough lane width for the</p>	<p>Prior to the issuance of the first occupancy permit</p>	<p>Public Works</p>		

<p>southbound departure lane. In addition, the southbound departure lane shall continue to align with the southbound approach lane after restriping.</p>				
<p>Mitigation Measure No. 22: Prior to the issuance of the first occupancy permit, the project developer shall pay its fair share to install a traffic signal at "A" Street/W Metz Road.</p>	<p>Prior to the issuance of the first occupancy permit.</p>	<p>Public Works</p>		
<p>Mitigation Measure No. 23: Prior to the issuance of the first occupancy permit, the project developer shall pay its fair share to install a traffic signal at "A" Street/W San Jacinto Avenue.</p>	<p>Prior to the issuance of the first occupancy permit.</p>	<p>Public Works</p>		

Sincerely,



Nathan Perez
Senior Planner

Attachment 4

AERIAL

AERIAL VIEW

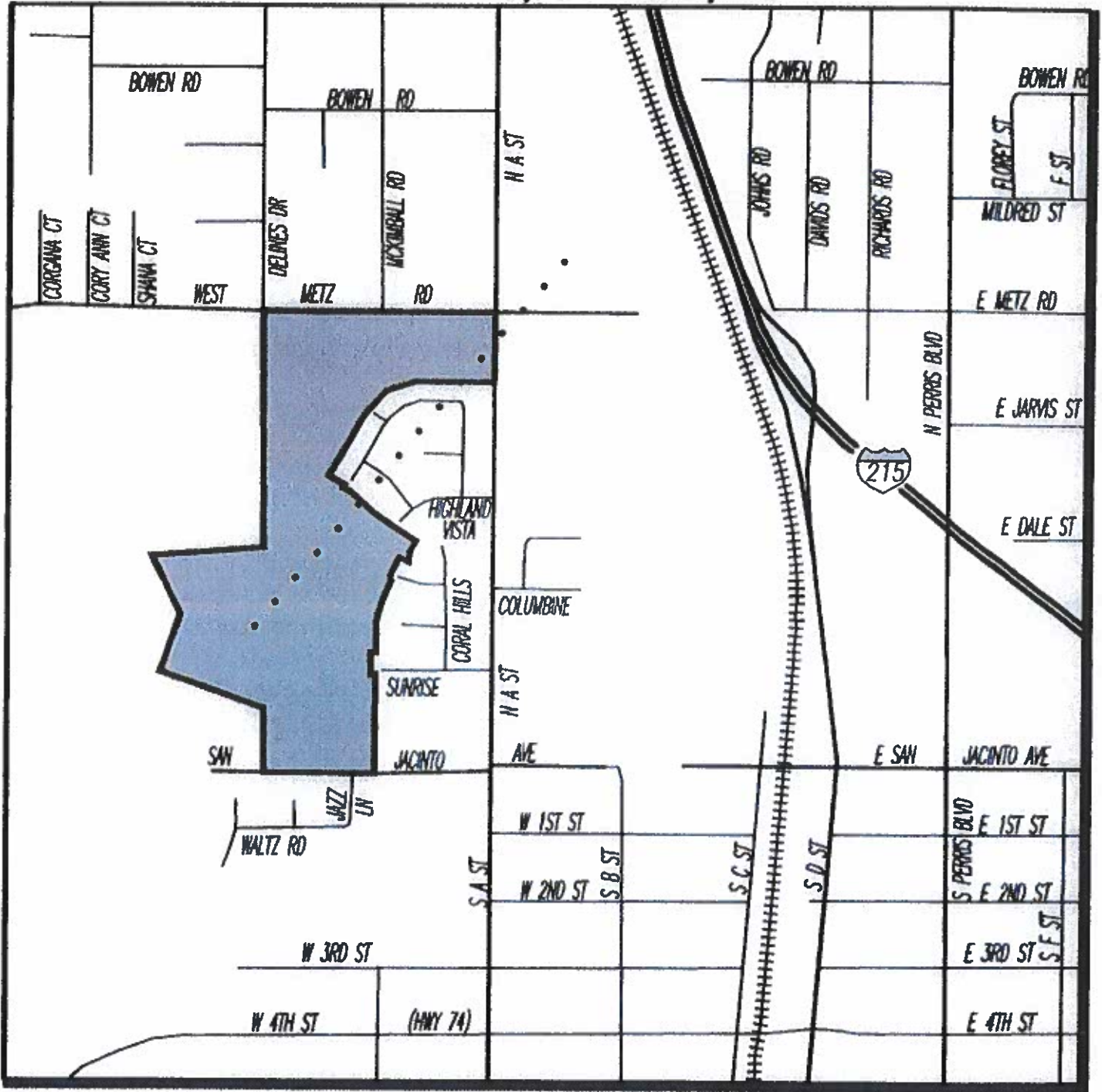
Tentative Tract Map 37803



Attachment 5
VICINITY MAP

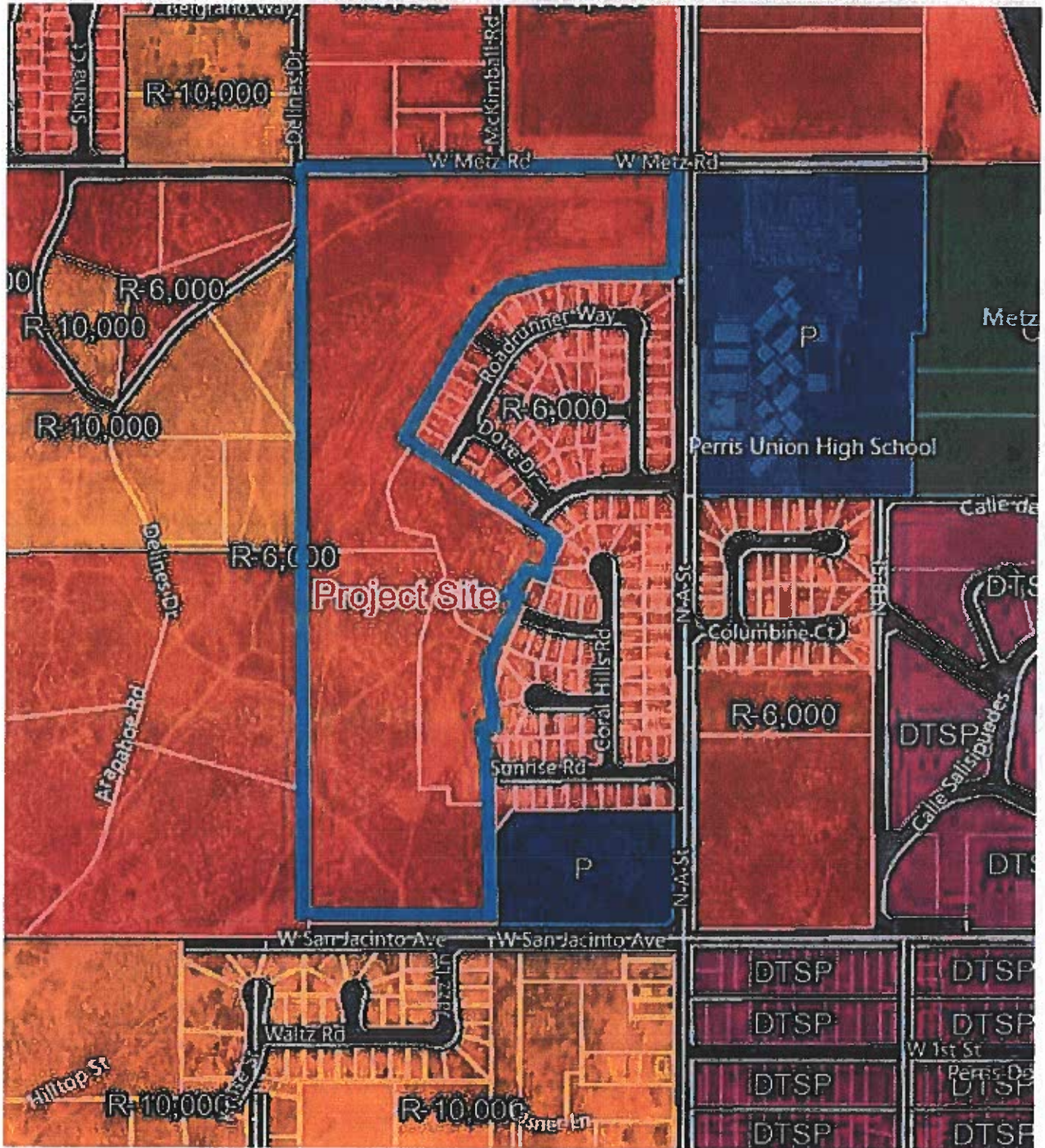
VICINITY MAP

Tentative Tract Map 37803



Attachment 6
GENERAL PLAN MAP

GENERAL PLAN MAP



Attachment 7

TTM 37803

R-7
RESIDENTIAL

P.M. 7766
P.M. 88/88
R-7
RESIDENTIAL

P.M. 9285
P.M. 17/17
R-4
RESIDENTIAL

TRACT NO. 8878
M.S. 184/88-89
R-7
RESIDENTIAL

TRACT NO. 11601
M.S. 99/97
88
R-7 RESIDENTIAL

P.M. 8488
P.M. 84/88
R-7
RESIDENTIAL

FIGADOTA FARMS
NO TI-EXCLUSION MAP M.S.
18/88
PUBLIC FACILITIES

TRACT NO. 22910-1
M.S. 217/73-76
R-4

WINE & KIGHT'S
SUBDIVISION
M.S. 2/68

PERRIS UNION

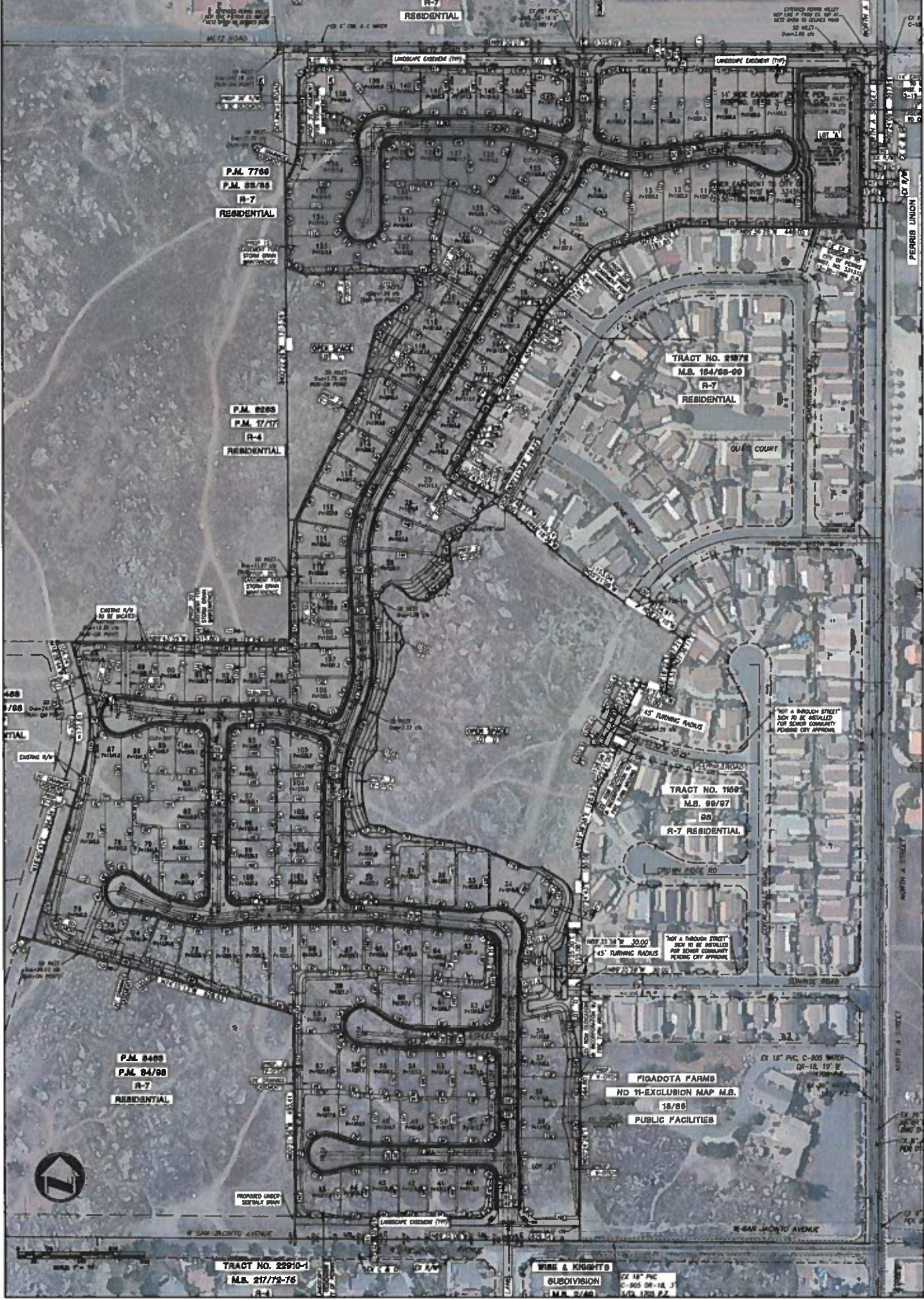
W. SAN JACINTO AVENUE

W. SAN JACINTO AVENUE

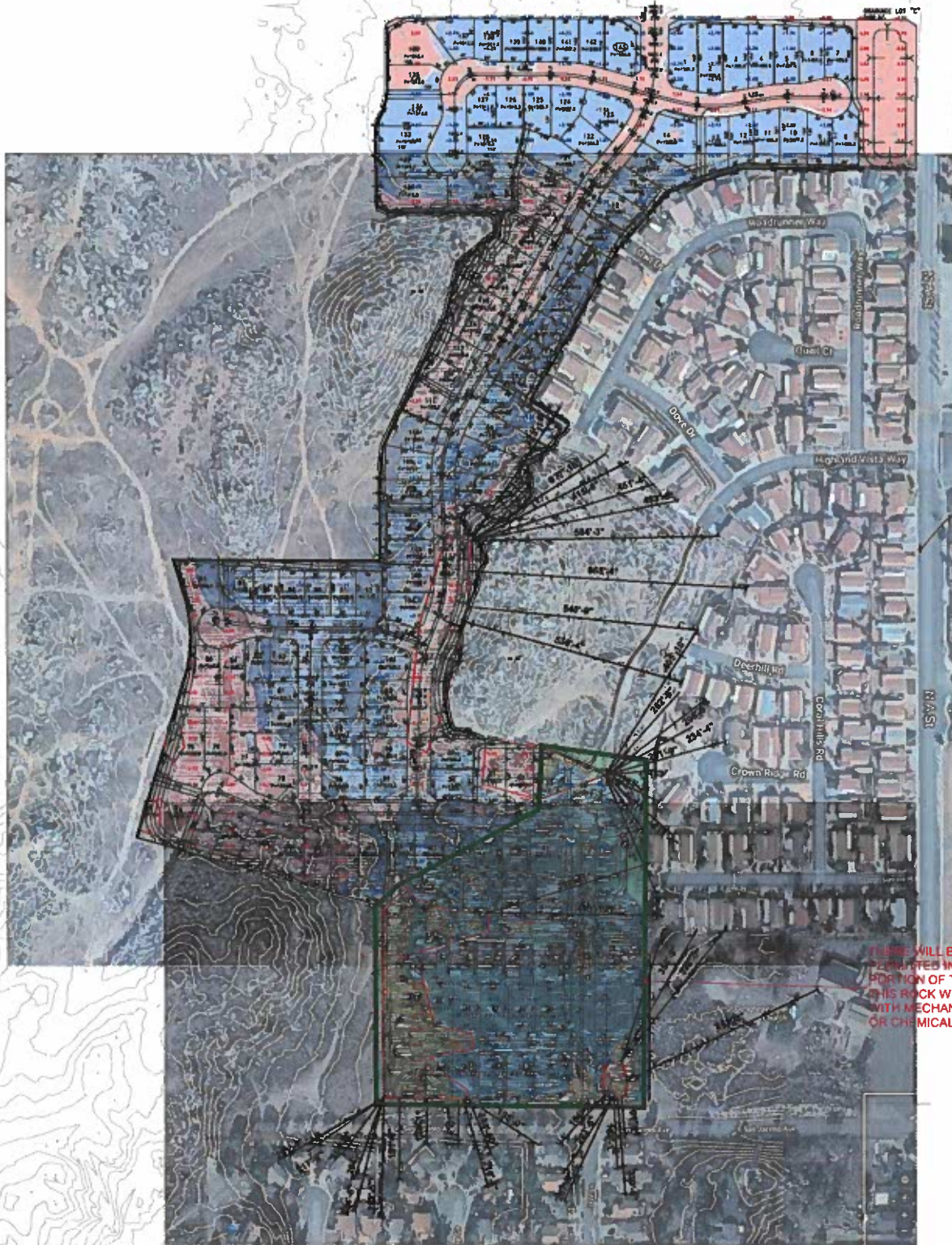
W. SAN JACINTO AVENUE



SCALE 1" = 100'



Attachment 8
Blasting Exhibit



THERE WILL BE NO BLASTING
 LOCATED IN THE SOUTHERN
 PORTION OF THE PROJECT.
 THIS ROCK WILL BE PROCESSED
 WITH MECHANICAL EQUIPMENT
 OR CHEMICAL BREAKING



100 Spectrum Center Drive, Suite 1100 Irvine, CA 92618
 (949) 796-7310
 www.qtative.com

REVISION LOG
1
2
3
4
5
6
7

BLASTING EXHIBIT

PROJECT TRACT #33200

FIGURE

1

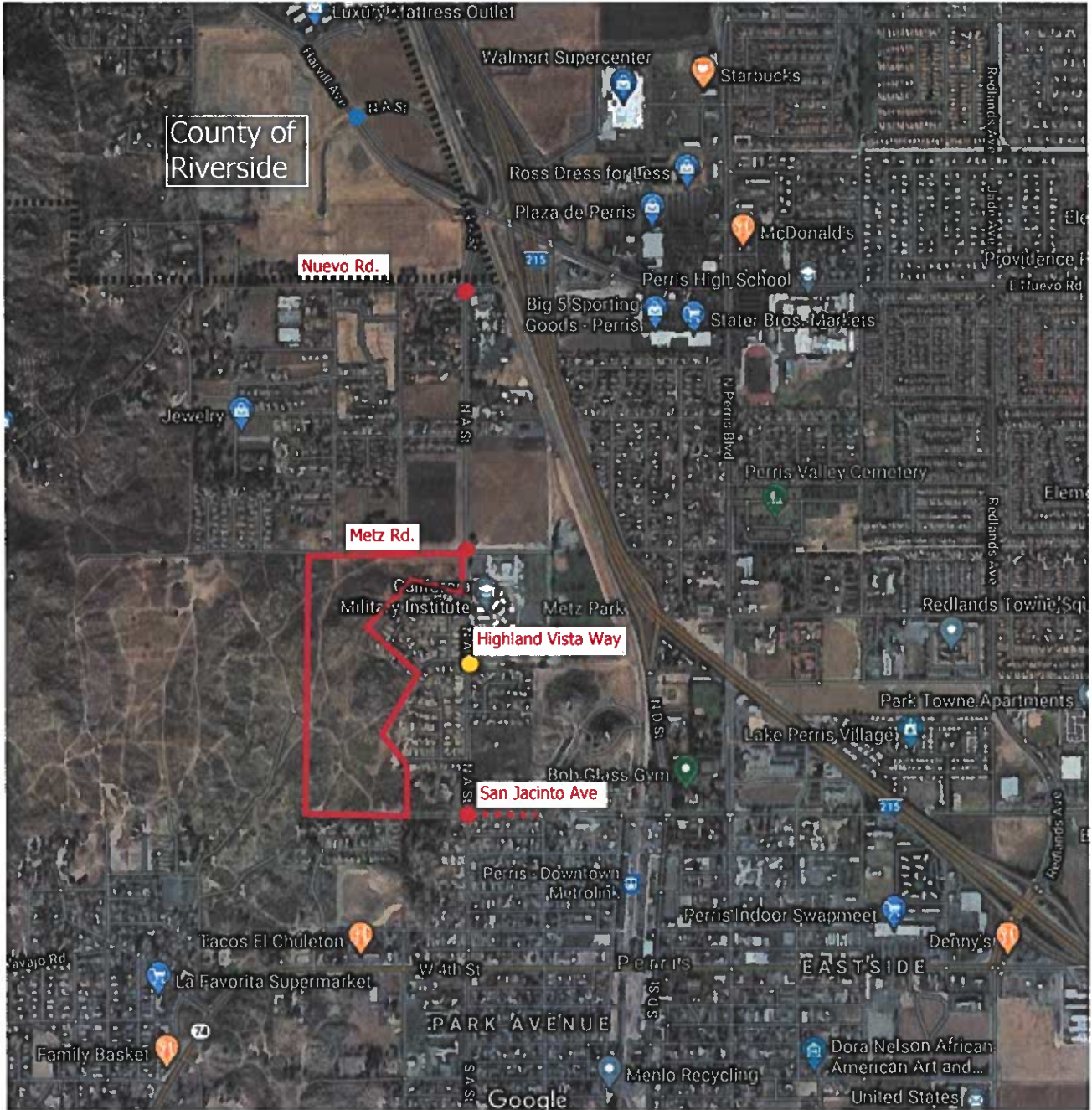
DATE 10/22/2019 SCALE 1" = 80' PROJECT NO.

Attachment 9

Landscape Maintenance Exhibit/Lettered Lots

Attachment 10
Signalized Intersection Improvement Map

SIGNAL LOCATIONS EXHIBIT



LEGEND

- Proposed Signalized Intersections
- Existing Signalized Intersection
- Existing Signalized Intersection (not in TIA)
- - - - - San Jacinto Extension

Attachment 11

City Council Staff report submittal dated July 27, 2021 - Due to the size of the document, only the staff report is included as a hard copy.

The entire staff report package is available online at:

<https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-253>



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: July 27, 2021

SUBJECT: **Tentative Tract Map 37803 (TTM 19-05223)** – A proposal to subdivide 53.15 acres into 145 single-family residential lots with ten (10) lettered lots (A - J) located at the southwest corner of Metz Road and "A" Street, north of San Jacinto Avenue.

Applicant: Steve Letwinch, J & C International Group.

REQUESTED ACTION: **Adopt Resolution No. (next in order)** adopting Mitigated Negative Declaration (MND) No. 2352 and approving Tentative Tract Map 37803 (TTM 19-05223).

CONTACT: Candida Neal, Interim Director of Development Services

PROJECT PROPOSAL

Tract Map 37803 (TTM19-05223) is a proposal to subdivide 53.15 acres into 145 single-family residential lots located at the southwest corner of Metz Road and "A" Street, and north of San Jacinto Avenue. The proposed residential lots range in size range from 6,000 sq. ft. to 19,246 sq. ft. with an average lot size of 7,087 sq. ft. The proposed density is 2.7 dwelling units per acre, below the max density of 7 dwelling units per acre allowed in the R-6,000 zone. The project includes ten (10) lettered lots. Lot "A" will be used for drainage, lots "B" through "D" consist of steep slopes with rock outcroppings that make the area unbuildable. Lots "E" through "J" are dedicated easements maintained by the Landscaping Maintenance District (LMD). The proposed tract map has two (2) points of access: one along Metz Road and one at San Jacinto Avenue. At this point in time, the applicant is subdividing the project. However, it is not clear if the applicant will sell the project to another merchant builder in the future.

The site is surrounded by the following zoning and land uses as outlined in the table below:

<i>Area Surrounding the Project Site</i>			
	<i>General Plan Designation</i>	<i>Zoning</i>	<i>Land Uses</i>
North:	R-6,000 (Single-Family Residential)	R-6,000 (Single-Family Residential)	Single-Family Neighborhood
South:	R-10,000 (Single-Family Residential)	R-10,000 (Single-Family Residential)	Single-Family Neighborhood
East:	R-6,000-SHO (Single-Family Residential/Senior Housing Overlay) and P (Public)	R-6,000-SHO (Single-Family Residential/Senior Housing Overlay) and P (Public)	Single-Family Neighborhood

<i>Area Surrounding the Project Site</i>			
	<i>General Plan Designation</i>	<i>Zoning</i>	<i>Land Uses</i>
West:	R-6,000 (Single-Family Residential) and R-10,000 (Single-Family Residential)	R-6,000 (Single-Family Residential) and R-10,000 (Single-Family Residential)	Vacant

PLANNING COMMISSION ACTION

On June 2, 2021, the Planning Commission voted 3-0-1 (Hammond - recused) to recommend that the City Council adopt Mitigated Negative Declaration (MND) No. 2352 and approve Tentative Tract Map 37803 to subdivide 53.15 acres into 145 single-family residential lots with ten (10) lettered lots (A - J) for drainage and natural landscaping.

Additional Conditions

During the meeting, Pete and Diane Clark from 470 Crown Ridge expressed concerns on fencing along their property and maintaining continual accessibility to Lot D since their property backups to the open space lot which they utilize for hiking. The applicant stated that Lot D is an undevelopable hilly area with rock outcroppings that will be completely fenced off and maintained by the future HOA. To address the concerns of residents who attended the meeting, the Planning Commission recommended approval subject to the following revision:

Condition No. 35d to state, The Developer will work with the adjacent property owners and City Staff concerning providing view fencing material that would be acceptable along Lot D and for possible access subject to a waiver of liability agreement.

Also, Tom Parker with First Congregational located at 100 North "A" Street wanted to state for the record that they wrote a letter in response to the MND as they believe that the site design may direct drainage flows directly to their property. A written response (attachment 12) from the applicant and environmental consultant was provided in the MND identifying a drainage report was prepared identifying that the proposed Project re-directs current surface drainage flows away from the church property and re-directs them toward the proposed water quality basin (Lot A) located at the northeast corner of the project site. Ultimately, the drainage flows will be channeled into a Riverside County Flood Control Master Planned Facility. The applicant reiterated this at the meeting.

Findings in Support of the Project

With the recommended conditions, the Planning Commission made the following findings in support of the project.

- The tract map is consistent with Goal I of the City of Perris General Plan (2030) Land Use Element, which states to provide "Quality housing in attractive neighborhoods for households at all income levels and stages of life;" and
- The project would mitigate potential fire hazards from dry vegetation in the area with construction of a new single-family neighborhood and installation of new fire hydrants; and
- The project would eliminate all dust and noise by eliminating access from ATV (all-terrain vehicles) and motor bikes trespassing on the site; and

- The residential development would be a continuation of the single-family development pattern in the area and meet current regional housing market demands; and
- The project would reduce the existing flow surface drainage area impacting the First Congregational Church (located at 100 North A Street) from 16.2-acre drainage area to 0.67-acres of slope which would generate 0.88 cfs of flow for a 100-year storm event for a reduction of 34.12 cfs.

Resident in Support of the Project

Subsequent to the Planning Commission recommendation, staff received a letter from Mr. Richard Schwarz located at 480 Crown Ridge Road in support of the project as it will mitigate fire hazards in the area due to dry brushes and eliminate trespassing on the property adjacent to his home. See Attachment 11.

ENVIRONMENTAL DETERMINATION:

The potential environmental impacts associated with the Project were evaluated in Draft Initial Study Mitigated Negative Declaration No. 2352/State Clearinghouse No. 2021010193 (IS/MND). In adopting the MND, the Planning Commission found that all potential effects of the proposed Project will be reduced to less than significant levels with the implementation of mitigation measures.

RECOMMENDATION

Staff is recommending that the City Council Adopt Resolution No. (next in order), adopting MND No. 2352 and approving Tentative Tract Map 37803 (TTM 19-05223).

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

Prepared by: Nathan G. Perez, Senior Planner
REVIEWED BY: Kenneth Phung, Planning Manager

City Attorney _____
 Assistant City Manager _____
 Finance Director _____

Attachments:

1. City Council Resolution (next in order)
2. Updated Planning Conditions dated July 27, 2021
3. Conditions of Approval (Engineering, Public Works, Building, Community Services and MMRP)
4. Aerial View
5. Vicinity Map
6. General Plan Map
7. TTM 37803 exhibit
8. Blasting Exhibit

9. Landscape Maintenance Exhibit/Lettered Lots
10. Planning Commission staff report submittal dated June 2, 2021. Due to the size of the document, only the staff report is included as a hard copy. The entire staff report package is available online at: <https://www.cityofperris.org/home/showpublisheddocument/14284>
11. Letter of Support (Mr. Richard Schwarz)
12. First Congregational Church letter and response to Comment
13. MND Final Study 2352 are on file at following link: <https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-/folder/253>

Consent:
Public Hearing: X
Workshop:
Presentation:
Other:

Attachment 12

Planning Commission staff report package

dated June 2, 2021

Due to the size of the document, only the staff report is included as a hard copy. The

entire staff report package is available online at:

<https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-253>



CITY OF PERRIS

PLANNING COMMISSION

AGENDA SUBMITTAL

- MEETING DATE:** June 2, 2021
- SUBJECT:** **Tentative Tract Map 37803 (TTM19-05223)** – A proposal to subdivide 53.15 acres into 145 single-family residential lots with ten (10) lettered lots (A - J) located at the southwest corner of Metz Road and "A" Street, north of San Jacinto Avenue.
Applicant: Steve Letwinch, J & C International Group.
- REQUESTED ACTION:** **Adopt Resolution No. 21-03** recommending that the City Council, based on the findings contained in the Resolution and attached exhibits:
- **Adopt** the Mitigated Negative Declaration (2352) and
 - **Approve** Tentative Tract Map 37803 (TTM19-05223).
- CONTACT:** Candida Neal, Interim Development Services Director
-

PROJECT DESCRIPTION AND BACKGROUND:

Accessible through an improved San Jacinto Avenue (to the south) and Metz Road (to the north), the project site is surrounded by existing residential neighborhoods to the east and south and vacant land to the north and west. The project site has a rolling topography with elevations ranging from 1494 feet above sea level to 1570 feet above sea level. Currently vacant, the site has numerous rock outcroppings.

Tract Map 37803 (TTM19-05223) subdivides 53.15 acres into 145 single-family residential lots with ten (10) lettered lots (A - J) located at the southwest corner of Metz Road and "A" Street, and north of San Jacinto Avenue. The proposed residential lots range in size range from 6,000 sq. ft. to 19,246 sq. ft. with an average lot size of 7,087 sq. ft. The proposed density is 2.7 dwelling units per acre, which is below the max density of 7 dwelling units per acre allowed in the R-6,000 zone. The proposed tract map has two points of access: one along Metz Road and the other along San Jacinto Avenue.

Lettered lot "A" is a 1.17-acre bio-retention basin proposed for WQMP (Water Quality Management Plan) purposes and to convey drainage flows located at the southwest corner of Metz Road and "A" Street. Lot "B" is a .52-acre open unusable area with a large boulder located at the northeast corner of "B" Street and San Jacinto Avenue. Lot "C" is a 1.95-acre undevelopable open space lot situated along the western boundary of the tract map (along lots 111 to 120). Lot "C" is a lot with steep topography and rock outcroppings designated for the open space. Lot "D" is a 9.12-acre open space lot with steep slopes and rock outcroppings. Lots "E" through "J" are slopes and

entry corner lots that the HOA will maintain. These lots are identified in Exhibit H. The ten lettered lots are summarized below:

TENTATIVE TRACT MAP 37803 (TTM19-05223) SUMMARY				
Lot No.	Area (Sq. ft.)	Area (AC)	Land Use	Maintained By
A	51,143	1.17	Drainage	LMD
B	22,613	.52	Landscape	HOA
C	85,110	1.95	Landscape	HOA
D	397,314	9.12	Landscape	HOA
E	3,009	.07	Landscape	HOA
F	1,270	.03	Landscape	HOA
G	403	.01	Landscape	HOA
H	3,090	.07	Landscape	HOA
I	3,239	.07	Landscape	HOA
J	1,864	.04	Landscape	HOA

PROJECT ANALYSIS:

Zoning and General Plan Consistency

The proposed Project is located within Planning Area 7 of the City of Perris General Plan (2030) Land Use Element. Planning Area 7 (Westside Residential) is generally located west of the central core of the City, bounded by Nuevo Road to the north, the City limits to the west, downtown to the east, and Mapes Road to the south.

Currently, the project site is designated R-6,000 per the City of Perris General Plan (2030) Land Use Element and R-6,000 (Single Family Residential) per the Zoning Map, which allows conventional single-family residential subdivisions. The proposed subdivision would produce a residential density of 2.7 dwelling units per acre, which is less than the density of the adjacent Senior Housing neighborhood to the east. As indicated in the table below, the proposed project is compatible with the surround land uses and the general plan designations. The tract map is consistent with Goal I of the City of Perris General Plan (2030) Land Use Element, which states to provide "Quality housing in attractive neighborhoods for households at all income levels and stages of life."

Area Surrounding the Project Site			
	General Plan Designation	Zoning	Land Uses
North:	R-6,000 (Single-Family Residential)	R-6,000 (Single-Family Residential)	Single-Family Neighborhood
South:	R-10,000 (Single-Family Residential)	R-10,000 (Single-Family Residential)	Single-Family Neighborhood
East:	R-6,000-SHO (Single-Family Residential/Senior)	R-6,000-SHO (Single-Family Residential/Senior)	Single-Family Neighborhood

	Housing Overlay) and P (Public)	Housing Overlay) and P (Public)	
West:	R-6,000 (Single-Family Residential) and R-10,000 (Single-Family Residential)	R-6,000 (Single-Family Residential) and R-10,000 (Single-Family Residential)	Vacant

Development Standards

The proposed single-family tract map will adhere to the R-6,000 land use development standards identified below:

<i>Development Standard</i>	<i>R-6,000</i>	<i>Complies?</i>
Minimum Lot Size	6,000 sq. ft.	Yes
Minimum Lot Width	60 feet (65 feet corner lots)	Yes
Minimum Lot Depth	100 feet	Yes
Lot Frontage	60' feet (45' feet cul-de-sac and knuckles)	Yes
Density (Units/Acre)	up to 7 d.u./Acre	Yes (2.7 d.u./Acre)

All the proposed lots exceed the minimum development standards for the R-6,000 zone, as shown in the chart above. Overall, the proposed lot sizes range from 6,000 sq. ft. to 19,246 sq. ft. with an average lot size of 7,087 sq. ft. The developer is also required to submit an ADPR (Administrative Development Plan Review) for review and approval of architecture, plotting, conceptual landscaping, and fencing prior to the start of construction. The ADPR application ensures that a variety of architecture and floor plans are provided. Overall, the application will ensure that all development complies with the R-6,000 zoning standards for setbacks and lot coverage.

Access & Circulation

The proposed Project is designed to provide connectivity to the existing streets to the north and south. The Metz Road point of access is aligned with Kimball Road to the north, and the San Jacinto Avenue point of access is aligned with Jazz Lane to the south. The two points of access would connect to a series of cul-de-sacs and through streets, creating a circulation system that provides for fire access and private setting for future residents. All internal streets are a modified 56-foot right-of-way (28 feet from centerline) with full-width street improvements in accordance with City of Perris standards.

Walls, Fencing, and Entry Monuments

The project perimeter walls fronting San Jacinto Avenue, Metz Road, and "A" Street shall consist of a 6' high decorative split-face block wall with pilaster columns every 100 feet. All entryways (San Jacinto Avenue and Metz Road) to the tract are conditioned to provide entry monumentation to identify the residential neighborhood. All reverse frontage lots and corner lots with a side street frontage shall include a 6-foot-high split face block wall with pilasters throughout the interior of the tract. The interior side and rear property lines (not visible from the public right-of-way) require a

six-foot-high vinyl fence or similar material. Also, the enclosed detention basins and storm drain facilities will have decorative wrought iron fencing with decorative pilasters every 100' feet along the perimeter wall or lot corner. The detention basin area that is adjacent to a residential property will provide a 6-foot tall block wall.

Blasting

The project would require some explosive blasting of the existing rocks on the site prior to the start of grading. Sound levels from typical construction blasting have been documented at approximately 93 to 94 dBA at 50 feet. This noise level is only a few decibels higher than the sound levels that are generated from some of the pieces of construction equipment that would be present on the site, such as bulldozers, excavators, etc. To further minimize potential noise nuisance with blasting, the closest blasting area is approximately 300-feet from the perimeter property boundary of the senior housing community to the east at Crown Ridge Road. The closest blasting area along San Jacinto Avenue is approximately 750-feet from residential areas and 1,200-feet from Metz Road. All other rock removal associated with the project will be processed with mechanical equipment or chemical breaking solvents.

MARB AND PERRIS VALLEY AIRPORT LANDUSE CONSISTENCY:

The project site is located within the March Air Reserve Base/Inland Port Airport Influence Area (March AIA) Zone D (Flight Corridor Buffer) and Perris Valley Airport Influence Area (PV AIA) Zone E. Both Zone D and Zone E have no residential development restrictions however are subject to a deed notice and disclosure of an aviation easement and notice of "airport in the vicinity" to future property owners. The project complies with both the 2014 March ARB/IP Land Use Compatibility Plan (March ALUCP) and Perris Valley Airport Compatibility Plan.

ENVIRONMENTAL DETERMINATION:

An Initial Study was prepared for the Project in accordance with the City's guidelines implementing the California Environmental Quality Act. This Initial Study was undertaken for the purpose of deciding whether the Project may have a significant effect on the environment. From all potential impacts evaluated, impacts in the area of aesthetics, air quality, biological resources, cultural resources, geology and soils, noise, and traffic were identified but will be reduced to less than significant levels with implementation of mitigation measures identified in the Initial Study. The City did not identify any significant, unavoidable impacts, and concluded that all potential significant effects on the environment can be reduced to a less than significant level through mitigation measures, the design of the development, the zoning code, and standard requirements of the City. Therefore, a Mitigated Negative Declaration (2352) has been prepared.

In accordance with the California Environmental Quality Act (CEQA), a Notice of Intent (NOI) to adopt a Mitigated Negative Declaration was filed for a thirty (30) day review. The public review period commenced on January 20, 2021 and concluded on February 18, 2021. During the draft IS/MND review period, three (3) comment letters and were received from the following agencies and an adjacent property owner (i.e., a religious organization) as noted below:

- A. Riverside County Flood Control letter dated February 18, 2021
- B. Rincon Band of Luiseño Indians letter dated January 29, 2021

C. First Congregational Church email dated February 19, 2021

CEQA and the State CEQA Guidelines require public agencies to consider public comments received on a mitigated negative declaration; however, they do not require that agencies prepare responses to such comments. (Pub. Resources Code, § 21091(d), (f); State CEQA Guidelines, § 15074(b).) However, the City prepared courtesy responses which were sent to the three (3) commenters.

The *Rincon Band* letter stated that they had no comments at this time; however, they requested to be notified of any changes in project plans, and the *Riverside County Flood Control* letter is a standard informational comment letter.

The First Congregational Church emailed their concerns with potential drainage from the Project site entering their property located at 100 North "A" Street. The developer scheduled a meeting with City Staff and the First Congregational Church officials to discuss their concerns. During that meeting, the developer stated that the site design of the proposed Project re-directs current surface drainage flows away from the church property and re-directs them toward the proposed water quality basin (Lot A) located at the northeast corner of the project site. Ultimately, the drainage flows will be channeled into a Riverside County Flood Control Master Planned Facility. Currently, the church receives surface drainage flows from an approximately 16.2-acre drainage area adjacent to the Project site, which generates 35 cfs (cubic feet per second) of water flow in a major rain event. However, the proposed Project would reduce the flow surface area to 0.67-acres of slope, which would generate 0.88 cfs of flow for a 100-year storm event. Overall, the Project would significantly reduce the amount of surface water drainage that currently flows to the church property by a reduction of 34.12 cfs.

None of the responses constituted "significant new information" or met any of the conditions in Section 15088.5 of the State CEQA Guidelines that would require recirculation of the Draft IS/MND. Therefore, a final Mitigated Negative Declaration (No. 2352) has been prepared. The Draft IS/MND, and the Final IS/MND has been available for public review at the City's website.

RECOMMENDATION

The Planning Commission **Adopt Resolution No. 21-03** recommending that the City Council **Adopt** the Mitigated Negative Declaration (2352) and **Approve** Tentative Tract Map 37803 (TTM19-05223), based on the findings contained in the Resolution and attached exhibits.

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

Prepared by: Nathan Perez, Senior Planner
REVIEWED BY: Kenneth Phung, Planning Manager

~~Exhibits:
A. PC Resolution 20-03
B. Conditions of Approval (Planning, Engineering, Public Works,~~

~~Building, Community Services and MMRP)
C. Aerial View
D. Vicinity Map
E. General Plan Map
F. TTM 37803 exhibit
G. Planning Exhibit
H. Landscape Maintenance Exhibit/Lettered Lots
I. MND/Initial Study 2352~~

Consent:
Public Hearing: X
Workshop:
Presentation:
Other:

Attachment 13

MND/Initial Study 2352 are on file at following link:

<https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-253>

Attachment 14

Letter of Opposition (Mr. Rene Eduardo)

Hem 10.I.

René Eduardo
Tel. 951722-4115
419. Highland Vista Way
PERRIS CAL 91570



Me opongo a la construcción de L
Case No: Tentative TRACT MAP 37803
(TTM1905223 GRZ0625)

Attachment 15

Emailed Letter of Support (Dyane and Peter
Clarke)

----- Forwarded message -----

From: PetecGmail <petec3@gmail.com>

Date: Fri, Aug 13, 2021, 5:35 PM

Subject: yOUR oRIGINAL mY eDIT

To: <dyincabo@gmail.co>

City of Perris and J&C International;

With the understanding and acknowledgement of the need for housing and because of the ensuing agreement that I will explain herein, we tend to be accepting of the proposed land development directly behind us at 470 Crown Ridge Road.

Prompted by the Perris City Planners and Council's thoughtfulness and attention to our interest, J & C International have reached out to us. We are a 2 person household on land that shares border with said property. We have enjoyed decades of the open space and therapeutic exercise that it provides. We are grateful that the incoming developers have been accommodating with an acceptable agreement, still to be documented, about some conditional access and use of the adjoining parcel, Lot D.

We trust and feel confident that they will be as mindful and thorough with the other issues presented to their Company concerning this development.

Thank you,

Dyane Clark

Pete Clark

Attachment 16

J&C International Group Letter addressed to
the City Council



City of Perris Council Members
101 N. D St.
Perris CA 92570

Re: UCI Property Development TTM 37803

Dear Council Members:

As we near the upcoming revisit of our tentative tract map on August 31st 2021, I would like to reach out and provide you additional project insight that may assist you in consideration of our project approval, as stated to Council woman Rogers, we are funding this project with immigration monies known as EBS... A quick synopsis: a foreign national can invest \$500k into our economy creating 10-jobs per \$500k here in the states and (the new minimum investment is \$900k) This project has been funded through the older system with \$500k as the minimum, this program provides the investor a fast track to receiving their green card... I mentioned at the last council meeting that we have a 5-year term to use the funds and return the investment to the investor with interest, we've actually burned through half of that timeline, and we haven't even completed the entitlement, we still have the entire build process to complete within the next 2.5 years.

We are hoping to become an up-and-coming regional builder, this is our first community project and the success of this project will determine our future in home-building, we are not a public builder, and don't have the same resources that public builders have, yet we we're very proactive in providing the planning department everything they requested of us (including very extensive studies regarding the rock outcropping of this project) if you're not aware, we purchased this property with a TTM that was very close to approval back in 2005 as a R7 zone with 120 buildable lots, when we purchased the property in early 2019 the zoning had changed to R6, and we purchased the property with the expectation of 170 – 190 buildable lots (based on the old map configuration and the new zoning) however once we went into design mode we found issues with the drainage of the previous design (a drainage basin at the back of the First Congregational Church) and other issues with flood control, in addition to when we did all of the blasting and grading studies and considered the ramifications to our property line neighbors we reduced our buildable acreage and ended up with 145 buildable lots. Far beneath the anticipated 170-190 buildable lots that two different reputable Civil Engineering companies assured we would achieve, regardless we've been a team player and are taking our lot losses in stride, but we need to move quickly because of our funding timeline (please take this into consideration)

Update:

To our knowledge there is only one opposition to this project, and this is the Spanish gentleman that provided a letter of opposition at the last council meeting, and he is opposed because he wants Perris to remain a tranquil little town. I've spoken to both Dorna Holdstrom and Tom Parker from the church, (I'm trying to get a letter from them) they've indicated they will not take a position for or against the project, the church will take a neutral position.

I am available for in-person or zoom meetings for any questions
Cell (951) 216-9332 or steve.letwinch@jacintigroup.com

Best Regards,

Steve Letwinch

President of Real Estate Development

Attachment 17
Lorna Hulstrom Email



Lorna Hulstrom <lihulstrom@gmail.com>

To ● Nathan Perez

Cc ○ Midgie and Tom Parker

 You forwarded this message on 8/18/2021 5:32 PM.

 Reply

 Reply All

 Forward



Wed 8/18/2021 5:19 PM

Dear Mr. Perez;

As I said at the last Council Meeting, I am not neutral on this development, however that is a personal feeling. I am not, nor will I stand in the way of the development.

Lorna Hulstrom



11.B.

CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: August 31, 2021

SUBJECT: **Ordinance Amendment 19-05147** – A proposal to amend Perris Municipal Code (PMC) Chapters 5.54 Medical Marijuana Dispensary Regulatory Program and 5.58 Commercial Marijuana Operations Regulatory Program to allow cannabis lounges with on-site cannabis consumption at existing cannabis dispensaries and **Resolution** to establish a Cannabis Lounge Application Permit fee.

Applicant: Stan Jakubowicz, Higher Point Cannabis (formerly Holistic, Inc.)

REQUESTED ACTION: Introduce first reading proposed of Ordinance No. (next in order) to approve Ordinance Amendment 19-05147 to allow cannabis consumption at existing cannabis dispensaries and establish a Cannabis Lounge Permit; and

Adopt Resolution (next in order) establishing the cannabis lounge application fee.

CONTACT: Candida Neal, Interim Director of Development Services

BACKGROUND/DISCUSSION:

On June 16, 2019, Stan Jakubowicz, the applicant for Holistic Inc., a dispensary operator in Perris, submitted an Ordinance Amendment request to revise PMC Sections 5.54 (Medical Marijuana) and 5.58 (Commercial Cannabis) to allow on-site consumption of cannabis products, or cannabis lounges. In response to this request, a joint special meeting of the City Council and Planning Commission was held on December 4, 2019. Although there was general support for the concept, staff and decisionmakers had only a vague concept of how cannabis lounges operated. To learn more, staff toured several cannabis lounges in Palm Springs. The businesses staff visited operated very much like cigar lounges. Customers examined the merchandise and then consumed their purchases on-site in a comfortable environment.

However, in March 2020, the applicant asked that the item be placed on hold. Recently the applicant requested that the hold on the ordinance amendment be lifted, and the item be scheduled for City Council consideration.

ANALYSIS:

Applicant Proposal

The applicant is proposing on-site cannabis consumption regulations consistent with general industry standards: cannabis lounges will be located within existing dispensaries, the cannabis lounge shall be a minimum 500 square feet with no maximum, and each dispensary shall have a license in good standing

with the City of Perris. In addition to the applicant's proposal, staff recommends that the City Council establish a maximum cannabis lounge size of 1,500 square feet. Staff also recommends that each applicant have one year experience operating a successful cannabis dispensary in the City of Perris. The applicant's proposal is included as Attachment 5.

Cannabis Lounges and Regulations in Other Communities

To draft the ordinance, staff surveyed other communities that allowed on-site cannabis consumption or cannabis lounges. Of the 28 cities in Riverside County, only twelve, Banning, Cathedral City, Coachella, Corona, Jurupa Valley, Lake Elsinore, Palm Desert and Palm Springs, allow consumption, Cathedral City, Coachella, Palm Desert, Palm Springs, Perris, Rancho Mirage, San Jacinto and Wildomar and allow cannabis businesses. As shown in Attachment 3, only three Riverside County cities permit cannabis lounges: Coachella, Desert Hot Springs and Palm Springs.

Before drafting the ordinance, cannabis lounge ordinances for other communities were reviewed. The survey included the three Riverside County cities that currently permit cannabis lounges as well as ordinances from the following cities West Hollywood and National City. The results are summarized below; and the complete results are presented in Attachment 4.

All communities surveyed:

- Restricted cannabis lounge access to persons 21 or older. (This is a State requirement.)
- Allowed the sale of edible food made with cannabis.
- Required the business to be in good standing holding all necessary state and local permits and to be up to date on their tax payments.
- Required odor control.
- Prohibited outdoor consumption.
- Required a physical entry separation.
- Did not require that the business be a Seed to Sale operation.
- Did not adopt a separate tax for cannabis lounge sales. Retail sales tax payment required for all items purchased and consumed on site.
- Required a Cannabis Lounge Permit in addition to the Retail or Dispensary Permit.
- Required Indoor Ventilation

Draft Ordinance Summary

On-site cannabis consumption permitted. Cannabis lounges permitting the sale of cannabis products in a medical marijuana or cannabis dispensary for on-site consumption shall be permitted in association with existing dispensaries. A separate on-site consumption permit shall be required in addition to any existing cannabis or medical marijuana permits obtained for the dispensary.

Development and Operational Standards. Cannabis lounges shall be required as part of the application process to submit for City approval the following: security plan, odor control plan and safe consumption plan. Once permitted the business shall be required to operate in conformance with these plans. The security plan shall describe how the business will be designed and operated to ensure the safety of customers and employees. The odor control plan will describe equipment and operational measures that will ensure that cannabis odors will not be detectable at the property line. Safe consumption plan will educate employees on how to ensure that the lounge operates in compliance with State and local and will encourage customers to consume responsibly.

Cannabis lounges will be required to meet all standard City development requirements. In addition, all entries to the cannabis lounges will be designed so that they can be monitored and controlled by lounge

staff. Lounge customers may enter through the existing dispensary or may come in through an entrance that leads to the outside. However, the cannabis lounge cannot share an entrance with a non-cannabis use. No merchandise displays shall be visible from the public right-of-way. All lounge area must be inside the building and any partially consumed products must be repackaged prior to leaving the premises. Alcohol and tobacco sales and consumption will be prohibited in cannabis lounges. In addition, all products will be required to meet standard food health and safety requirements.

Application Process, Fees and Taxes. Although cannabis lounges will only be permitted in association with a permitted dispensary, a separate cannabis lounge permit will be required. The permit will be reviewed and approved on an annual basis. The cannabis lounge processing fee will be \$13,000 plus actual processing costs. This fee is partly a direct pass-through of the City's third-party consultant firm's costs and is based upon discussion with the contracted third-party consultant firm that reviews dispensary applications. They informed staff that their costs for review of medical marijuana dispensary permits would apply to cannabis lounge permits, as the same level of analysis will be required. There will be no separate tax on consumables. The base cannabis retail tax shall apply to all transactions made within the cannabis lounge.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The proposed amendment is exempt from CEQA pursuant to Section 26055(h) of the Business & Professions Code as well as CEQA Guidelines, Sections 15060(c)(2) and 15061(b)(3), as this Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment, nor will it have a significant effect upon the environment.

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

Prepared by: Kenneth Phung, Planning Manager

REVIEWED BY: Candida Neal, Interim Director of Development Services

City Attorney

Assistant City Manager

Finance Director

ER

- Attachments:
1. Ordinance No. (Next in Order)
 2. Resolution No. (Next in Order) to establish deposit-based fees for Cannabis Lounge Application Permit
 3. Riverside County Cannabis Lounge Regulations Survey
 4. Cannabis Lounge Ordinance Comparison
 5. Applicant Proposed Framework for Cannabis Lounge

Public Hearing: August 31, 2021

Attachment 1

Ordinance No. (Next in Order)

ORDINANCE NO. (next in order)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ALLOWING AND REGULATING THE ESTABLISHMENT AND OPERATION OF THE CANNABIS LOUNGES IN MEDICAL MARIJUANA AND CANNABIS DISPENSARIES AMENDING PERRIS MUNICIPAL CODE SECTIONS 5.54.110(9), 5.54.110(11), 5.58.100(K)(1) AND 5.58.127(L) TO REMOVE PROHIBITIONS ON ON-SITE CONSUMPTION OF CANNABIS AND CANNABIS PRODUCTS AT MEDICAL CANNABIS DISPENSARIES AND ADULT-USE CANNABIS RETAILERS AND ADDING TO PERRIS MUNICIPAL CODE SECTIONS 5.54.030 AND 5.58.030 DEFINITIONS FOR ON-SITE CANNABIS CONSUMPTION AND CANNABIS LOUNGES AND CREATING PERRIS MUNICIPAL CODE SECTIONS 5.54.041, 5.54.042, 5.54.051, 5.54.061, 5.54.101, 5.54.110(k), 5.58.041, 5.58.042, 5.58.051, 5.58.061, 5.58.101, 5.54.100(k)(1), AND 5.58.129.

WHEREAS, Chapter 5.54 of Title 5 of the Perris Municipal Code (“Chapter 5.54”) establishes regulations and regulatory permitting requirements for medical cannabis (i.e., marijuana) dispensaries in the City of Perris (“City”);

WHEREAS, Chapter 5.58 of Title 5 of the Perris Municipal Code (“Chapter 5.58”) establishes business regulations and regulatory permitting requirements for adult-use cannabis (i.e., marijuana) retailers in the City;

WHEREAS, California Business and Professions Code § 26200(g) permits the City to further allow on-site consumption of cannabis at State-licensed medical cannabis dispensaries and adult-use cannabis retailers;

WHEREAS, PMC Section 5.54.220 permit the City Council to make amendments to Chapter 5.54 – Medical Marijuana Dispensary Regulatory Program;

WHEREAS, PMC Section 5.58.130 permits the City Council by resolution or further to create additional rules, regulations, procedures and standards for the administration and implementation of the Chapter 58 – Commercial Marijuana Operations Regulatory Program;

WHEREAS, Perris Municipal Code Sections 5.54.110(9) and 5.54.110(11) prohibit consumption of cannabis products at medical cannabis dispensaries;

WHEREAS, Perris Municipal Code 5.58.100(k)(1) and 5.58.127(l) prohibit consumption of cannabis products at commercial cannabis dispensaries; and

WHEREAS, the City Council desires to permit and establish regulations for on-site cannabis consumption at State-licensed and City-permitted medical cannabis dispensaries and adult-use cannabis retailers.

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

Section 1. Recitals Incorporated. The City Council finds the above recitals are true and correct and incorporated herein by this reference.

Section 2. CEQA. This ordinance was assessed in accordance with the authority and criteria contained in CEQA, the State CEQA Guidelines (“CEQA Guidelines”), and the environmental regulations of the City. The City Council finds and determines that this ordinance is exempt from CEQA pursuant to Section 26055(h) of the Business & Professions Code as well as CEQA Guidelines, Sections 15060(c)(2) and 15061(b)(3), as this Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment, nor will it have a significant effect upon the environment.

Section 3. Amendment to PMC Sections 5.54.030 and 5.58.030 – New Definitions. The following terms and definitions are hereby added to Section 5.54.030 of Chapter 5.54 of Title 5 of the Perris Municipal Code and Section 5.58.030 of Chapter 5.58 of Title 5 of the Perris Municipal Code in the appropriate place and in alphabetical order as follows:

On-site consumption means the consumption marijuana or marijuana products within the premises of an adult-use retailer.

On-site consumption permit means a commercial marijuana permit issued pursuant to section 5.58.127(l) that permits an adult-use retailer to allow on-site consumption on their premises as an incidental activity.

Section 4. Removal of PMC Sections 5.54.110(9) – On-Site Cannabis Consumption Prohibited at Medical Cannabis Dispensaries. These subsections are eliminated and the remaining subsections renumbered;

Section 5. Amendment to PMC Section 5.58.127(l) – On-Site Cannabis Consumption Prohibited at Commercial Cannabis Dispensaries. This subsection is eliminated, and the remaining subsections renumbered.

Section 6. Addition of PMC Section 5.54.041 Medical Marijuana Dispensaries – On-site Consumption of Cannabis Regulation:

Section 54.041 Medicinal Marijuana On-Site Consumption Regulation

- (a) **On-site Consumption Permit Required.** No person shall establish or operate any business with on-site consumption except as authorized in this Chapter.
- (b) **Incidental to Medical Marijuana Dispensary.** On-site consumption shall only be permitted as an incidental activity to a medical marijuana dispensary permit issued for a retailer and shall be co-located at the same location authorized pursuant to the underlying medical marijuana permit.
- (c) **City Permits and State License.** No person shall establish or operate a medical marijuana dispensary with on-site consumption without a current and valid on-site consumption permit; a current and valid city a medical marijuana dispensary permit issued for a dispensary; and a valid equivalent State license for a medical marijuana dispensary er

with on-site consumption as provided for under Division 10 of the Business and Professions Code and applicable law, as may be amended.

Section 7. Addition of PMC Section 5.58.041 Commercial Cannabis On-site Consumption Regulation:

Section 58.041 Commercial Cannabis On-Site Consumption Regulation

- (a) On-site Consumption Permit Required. No person shall establish or operate any business with on-site consumption except as authorized in this Chapter.
- (b) Incidental to Adult-Use Retailer Operations. On-site consumption shall only be permitted as an incidental activity to a commercial marijuana operation permit issued for an adult-use retailer and shall be co-located at the same location authorized pursuant to the underlying commercial marijuana operation permit.
- (c) City Permits and State License. No person shall establish or operate an adult-use retailer with on-site consumption without a current and valid on-site consumption permit; a current and valid city commercial marijuana operation permit issued for an adult-use retailer; and a valid equivalent State license for adult-use retailer with on-site consumption as provided for under Division 10 of the Business and Professions Code and applicable law, as may be amended.

Section 8. Addition of PMC Section 5.54.051 – Medical Marijuana Dispensary Cannabis Lounge Permit.

PMC Section 5.54.041 Medical Marijuana Cannabis Lounge Permit

- (a) Prior to initiating on-site consumption in a permitted medical marijuana dispensary and as a continuing requisite to allowing on-site cannabis consumption, the owner of a medical marijuana dispensary shall obtain a cannabis lounge regulatory permit from the director under the terms and conditions set forth in this chapter.
- (b) Cannabis lounge permits issued pursuant to this chapter shall automatically expire one year from the date of issuance.
- (c) Conditions necessary for the continuing validity of any and all regulatory permits issued for the operation of a medical marijuana dispensary include:
 - (1) Strict adherence to each and every requirement of this chapter, as well as any requirements adopted by the city pursuant to the authority of this chapter.
 - (2) Allowing the director and the police department to conduct reasonable inspections of the location of the cannabis lounge at the discretion of the city, including but not limited to inspection of security, inventory, and written records and files pertaining to the cannabis lounge and medical marijuana dispensary, for the purposes of ensuring compliance with local and state laws.
 - (3) Maintaining with the city current and valid contact information of the owner(s) and manager(s) of the cannabis lounge and medical marijuana dispensary.
 - (4) Maintaining with the city current and valid contact information of a legal representative of the cannabis lounge and medical marijuana dispensary.
- (d) The permit is only transferrable if transferee successfully completes all of the requirements that a new applicant for a cannabis lounge and medical marijuana dispensary permit would otherwise need to meet.

Section 9. Addition of PMC Section 5.58.061 – Commercial Cannabis Lounge

Permit.

PMC Section 5.58.041 Commercial Cannabis Lounge Permit

- (a) Prior to initiating operations, a cannabis lounge in a Prior to initiating on-site consumption in a permitted medical marijuana dispensary and as a continuing requisite to allowing on-site cannabis consumption, the owner of a medical marijuana dispensary shall obtain a cannabis lounge regulatory permit from the director under the terms and conditions set forth in this chapter.
- (b) Cannabis lounge permits issued pursuant to this chapter shall automatically expire one year from the date of issuance.
- (c) Conditions necessary for the continuing validity of any and all regulatory permits issued for the operation of a medical marijuana dispensary include:
 - (1) Strict adherence to each and every requirement of this chapter, as well as any requirements adopted by the city pursuant to the authority of this chapter.
 - (2) Allowing the director and the police department to conduct reasonable inspections of the location of the cannabis lounge at the discretion of the city, including but not limited to inspection of security, inventory, and written records and files pertaining to the cannabis lounge and medical marijuana dispensary, for the purposes of ensuring compliance with local and state laws.
 - (3) Maintaining with the city current and valid contact information of the owner(s) and manager(s) of the cannabis lounge and medical marijuana dispensary.
 - (4) Maintaining with the city current and valid contact information of a legal representative of the cannabis lounge and medical marijuana dispensary.
- (e) The permit is only transferrable if transferee successfully completes all of the requirements that a new applicant for a cannabis lounge and medical marijuana dispensary permit would otherwise need to meet.

Section 10. Addition of PMC Section 5.54.042 Medical Marijuana Onsite Cannabis Consumption– Development and Operational Standards:

PMC Section 5.54.042 Medical Marijuana Onsite Cannabis Consumption - Operational and Development Standards

- (a) Operational Standards. In addition to the requirements imposed upon adult-use retailers pursuant to this chapter, medical marijuana dispensaries permitted to allow on-site consumption pursuant to this Chapter shall also comply with the following operational requirements:
 - (1) Compliance with all laws and approved plans. Medical marijuana dispensaries with on-site consumption shall comply with all applicable laws and maintain the applicable licenses and/or permits required under applicable State law and this municipal code relating to on-site consumption, including, but not limited to, obtaining and maintaining a commercial marijuana operation permit authorizing adult-use retailer operations pursuant to this chapter. Further, the adult-use retailer

with on-site consumption shall comply with all City-approved plans, including, but not limited to, all security plans, odor control plans, and safe consumption plans.

- (2) **Products Sold.** Only pre-packaged marijuana products may be purchased and consumed on-site. Non-marijuana food products may be purchased and consumed within the on-site consumption area pursuant to applicable law.
 - (3) **On-site consumption areas** shall be at least 500 square feet, but not exceeding 1,500 square feet.
 - (5) **Smoking and Inhalation.** Smoking or inhalation of marijuana or marijuana products may be permitted consistent with applicable law, including, but not limited to, applicable building, health, and safety laws.
 - (6) **Alcohol and Tobacco Prohibited.** The sale or consumption of alcohol or tobacco products is prohibited.
 - (7) **Access Restrictions.** Access to areas utilized for on-site consumption shall be restricted to only persons 21 years of age and older.
 - (8) **Amounts Sold.** Marijuana and marijuana products shall only be provided to an individual in an amount reasonable for on-site consumption and consistent with personal possession and use limits allowed by State and applicable law.
 - (9) **Community Relations.** The City, law enforcement, and all neighbors within one hundred feet of the business shall be provided with the name and contact information (including, but not limited to, a phone number) of an on-site community relations employee pursuant to section 5.58.127(l)(4)(d) to notify if there are operational problems with the adult-use retailer.
 - (10) **City Taxes.** Owners and permittees of a medical marijuana dispensary permitting on-site consumption shall be in good standing with all applicable laws and shall pay all applicable City taxes.
 - (11) **Noise.** Medical marijuana dispensaries permitting on-site consumption shall comply with all applicable City noise regulations under the Perris Municipal Code, including, but not limited to, Chapter 7.34 (Noise Control) of Title 7 (Health and Welfare) of the Perris Municipal Code.
 - (12) **Hours of Operation.** On-site consumption shall only be allowed during the adult-use retailer's regular hours of operation as authorized by the underlying medical marijuana operation permit that authorizes medical marijuana dispensaries.
- (b) **Development Standards.** Cannabis lounges shall be subject to the following development standards:
- (1) **Separate Areas.** Any area utilized for on-site consumption shall be segregated from areas not utilized for on-site consumption by a permanent partition (for example, a

wall) except that an entry way with a functioning door connecting the two areas is permitted.

- (2) **Visibility Restrictions.** The smoking, inhalation, consumption or ingestion of marijuana or marijuana products shall not be visible from any public place or any area where minors may be present. All areas utilized for on-site consumption shall be located within a completely enclosed building, and outdoor on-site consumption shall not be permitted.
- (3) **Security and Lighting.** Areas where on-site consumption is permitted shall provide adequate security and lighting on-site to ensure the safety of persons and protect the premises from theft at all times in conformance with the security plan submitted with the application.
- (4) **Odor Control.** Permittee shall provide an adequate odor control plan to prevent any detectable odor at the property line of the premises. Within twenty-four (24) hours of any complaint concerning odors emanating from or originating within the site, the permittee shall respond to the complaint in question, and shall timely file a written disclosure to the City documenting any and all actions taken and planned to address the odor complaints.
- (5) **Distance Requirements.** Adult-use retailers with on-site consumption shall comply with all applicable distance requirements under the Perris Municipal Code, including, but not limited to, Chapter 5.
- (6) **Ventilation.** Medical marijuana dispensaries with on-site consumption shall have adequate indoor ventilation pursuant to applicable law.
- (7) **Parking.** Medical Marijuana dispensaries with on-site consumption shall provide adequate on-site parking pursuant to the parking regulations for “restaurants, cafes, bars and cocktail lounges” as provided in Chapter 19.69 (Parking and Loading Standards) of Title 19 (Zoning) of the Perris Municipal Code, provided that the parking calculation shall be proportionate to the area utilized for on-site consumption. Parking required for areas not utilized for on-site consumption shall be calculated in the same manner as for “general retail trades” pursuant to Chapter 19.69 (Parking and Loading Standards) of Title 19 (Zoning) of the Perris Municipal Code.

Section 11. Addition of PMC Section 5.58.042 Commercial Cannabis Onsite Consumption – Operational and Development Standards:

PMC Section 5.58.042. Commercial Cannabis Onsite Consumption – Operational and Development Standards

- (a) **Operational Standards.** In addition to the requirements imposed upon adult-use retailers pursuant to this chapter, adult-use retailers permitted to allow on-site consumption pursuant to this Chapter shall also comply with the following operational requirements:

- (1) Compliance with all laws and approved plans. Adult-use retailers with on-site consumption shall comply with all applicable laws and maintain the applicable licenses and/or permits required under applicable State law and this municipal code relating to on-site consumption, including, but not limited to, obtaining and maintaining a commercial marijuana operation permit authorizing adult-use retailer operations pursuant to this chapter. Further, the adult-use retailer with on-site consumption shall comply with all City-approved plans, including, but not limited to, all security plans, odor control plans, and safe consumption plans.
 - (2) Products Sold. Only pre-packaged marijuana products may be purchased and consumed on-site. Non-marijuana food products may be purchased and consumed within the on-site consumption area pursuant to applicable law. On-site consumption areas shall be at least 500 square feet, but not exceeding 1,500 square feet.
 - (3) Smoking and Inhalation. Smoking or inhalation of marijuana or marijuana products may be permitted consistent with applicable law, including, but not limited to, applicable building, health, and safety laws.
 - (4) Alcohol and Tobacco Prohibited. The sale or consumption of alcohol or tobacco products is prohibited.
 - (5) Access Restrictions. Access to areas utilized for on-site consumption shall be restricted to only persons 21 years of age and older.
 - (6) Amounts Sold. Marijuana and marijuana products shall only be provided to an individual in an amount reasonable for on-site consumption and consistent with personal possession and use limits allowed by State and applicable law.
 - (7) Community Relations. The City, law enforcement, and all neighbors within one hundred feet of the business shall be provided with the name and contact information (including, but not limited to, a phone number) of an on-site community relations employee pursuant to section 5.58.127(1)(4)(d) to notify if there are operational problems with the adult-use retailer.
 - (8) City Taxes. Owners and permittees of an adult-use retailer permitting on-site consumption shall be in good standing with all applicable laws and shall pay all applicable City taxes.
 - (9) Noise. Adult-use retailers permitting on-site consumption shall comply with all applicable City noise regulations under the Perris Municipal Code, including, but not limited to, Chapter 7.34 (Noise Control) of Title 7 (Health and Welfare) of the Perris Municipal Code.
 - (10) Hours of Operation. On-site consumption shall only be allowed during the adult-use retailer's regular hours of operation as authorized by the underlying commercial marijuana operation permit that authorizes adult-use retailer operations."
- (b) Development Standards. Cannabis lounges shall be subject to the following development standards:

- (1) Entrances. Entrances to the cannabis lounge shall be separate from the main entrance to the medical dispensary. It may be within the medical dispensary or separate, but the must be under the control of employees at all times the dispensary is open to the public.
- (2) Separate Areas. Any area utilized for on-site consumption shall be segregated from areas not utilized for on-site consumption by a permanent partition (for example, a wall) except that an entry way with a functioning door connecting the two areas is permitted.
- (3) Visibility Restrictions. The smoking, inhalation, consumption or ingestion of marijuana or marijuana products shall not be visible from any public place or any area where minors may be present. All areas utilized for on-site consumption shall be located within a completely enclosed building, and outdoor on-site consumption shall not be permitted.
- (4) Interior lighting. The premises within which the medical marijuana dispensary is operated shall be equipped with and, at all times during which is open to the public, shall remain illuminated with overhead lighting fixtures of sufficient intensity to illuminate every place to which members of the public or portions thereof are permitted access with an illumination of not less than 1 foot-candle as measured at the floor level.
- (5) Exterior lighting. The exterior of the premises upon which the medical marijuana dispensary is operated shall be equipped with and, at all times between sunset and sunrise, shall remain illuminated with fixtures of sufficient intensity and number to illuminate every portion of the property with an illumination level of not less than one foot-candle as measured at the ground level, including, but not limited to, landscaped areas, parking lots, driveways, walkways, entry areas, and refuse storage areas.
- (6) Security and Lighting. Areas where on-site consumption is permitted shall provide adequate security and lighting on-site to ensure the safety of persons and protect the premises from theft at all times in conformance with the security plan submitted with the application.
- (7) Odor Control. Permittee shall provide an adequate odor control plan to prevent any detectable odor at the property line of the premises. Within twenty-four (24) hours of any complaint concerning odors emanating from or originating within the site, the permittee shall respond to the complaint in question, and shall timely file a written disclosure to the City documenting any and all actions taken and planned to address the odor complaints.
- (8) Distance Requirements. Adult-use retailers with on-site consumption shall comply with all applicable distance requirements under the Perris Municipal Code, including, but not limited to, this Chapter.
- (9) Ventilation. Adult-use retailer with on-site consumption shall have adequate indoor ventilation pursuant to applicable law.

- (10) **Parking.** An adult-use retailer with on-site consumption shall provide adequate on-site parking pursuant to the parking regulations for “restaurants, cafes, bars and cocktail lounges” as provided in Chapter 19.69 (Parking and Loading Standards) of Title 19 (Zoning) of the Perris Municipal Code, provided that the parking calculation shall be proportionate to the area utilized for on-site consumption. Parking required for areas not utilized for on-site consumption shall be calculated in the same manner as for “general retail trades” pursuant to Chapter 19.69 (Parking and Loading Standards) of Title 19 (Zoning) of the Perris Municipal Code.

Section 12. Addition of PMC Section 5.54.051 – Medical Marijuana Dispensary Cannabis Lounge Application.

PMC Section 5.54.051 Medical Marijuana Dispensary Cannabis Lounge Application

- (a) The owner of the medical marijuana dispensary shall file an application with the director for a cannabis lounge permit upon a form provided by the city and shall pay a filing fee as established by resolution adopted by the city council as amended from time to time.
- (b) An application for a regulatory permit for a cannabis lounge permit at a medical marijuana dispensary shall include, but shall not be limited to, the following information:
- (1) Address of the location where the cannabis lounge will be located.
 - (2) A list of the names of all current and prospective employees of the cannabis lounge, accompanied by:
 - a. The results of a live scan for all such employees which was performed within 90 days prior to the date of the application; and
 - b. For each such employee, a color photocopy of either a valid California Driver's License or equivalent identification approved by the director.
 - (3) Evidence satisfactory to the director of compliance with all state law requirements governing cannabis lounges and medical marijuana dispensaries.
 - (4) Evidence satisfactory to the director of compliance with all applicable insurance requirements.
 - (5) A site plan and floor plan of the premises prepared by a licensed civil engineer or architect and denoting: all the areas to be utilized for on-site consumption, including, but not limited to, locations of tables, couches, or chairs (as applicable), as well as entrances, windows, storage, exterior lighting, restrooms, parking, trash storage areas and signage.
 - (7) The name, address and current phone number of any person who is managing or responsible for cannabis lounge activities.
 - (8) The name, address and current phone number of the owner and lessor of the real property upon which the cannabis lounge activities are to be conducted. In the

event the applicant is not the legal owner of the property, the application must be accompanied with a notarized acknowledgement from the owner of the property that a cannabis lounge will be operated on his/her property.

- (9) Authorization for the director to seek verification of the information contained within the application.
 - (10) A statement in writing by the applicant that he or she certifies under penalty of perjury that all the information contained in the application is true and correct.
 - (11) Any such additional and further information as is deemed necessary by the director to administer this chapter.
- (c) A security plan including the following measures:
- (1) Security cameras shall be installed and maintained in good condition, with at least 30 days of digitally recorded documentation in a format approved by the sheriff department.
 - (2) The lease/business space site shall be alarmed with a centrally-monitored fire and burglar alarm system and monitored by an alarm company properly licensed by the State of California Department of Consumer Affairs Bureau of Security and Investigative Services in accordance with Business & Professions Code section 7590 et seq. and whose agents are properly licensed and registered under applicable law.
 - (3) The cameras shall be in use 24 hours per day, seven days per week.
 - (4) The areas to be covered by the security cameras include, but are not limited to, the storage areas, all doors and windows, and any other areas as determined by the sheriff department.
 - (5) All windows on the building that houses the cannabis lounge shall be secured against entry from the outside.
 - (6) All marijuana present or kept at the premises shall be securely stored against both unauthorized access as well as theft.
- (d) A safe consumption plan which details measures to the satisfaction of the director that all applicable requirements under state or local law are and will be met. This safe consumption plan shall include, but not be limited to, the following:
- (1) Posting of signs in conspicuous places that encourage the use of alternative transportation options in order to avoid impaired driving and that notify individuals that the adult-use retailer can assist individuals in finding alternative transportation options.
 - (2) Educating and training for employees that will assist in identifying individuals who should not be served (e.g., individuals who are not 21 years of age or older); and

- (3) Requirement that, prior to closing, the adult-use retailer shall make safety announcements relating to impaired driving, the availability of alternative transportation and the adult-use retailer's ability to assist in acquiring such alternative transportation, and that customer must limit noise in order to respect the surrounding community.
- (e) Community Relations Contact. The name and contact information (including, but not limited to, a phone number) of an on-site community relations employee to notify if there are operational problems with the adult-use retailer. This on-site community relations employee shall be a manager of the adult-use retailer and shall be on-site during all hours of operation. An adult-use retailer may have more than one on-site community relations employee, provided that at least one on-site community relations employee is on-site during all hours of operation.
- (f) An odor control plan detailing odor control measures in accordance with section 5.58.100(c) that addresses odors relating to on-site consumption, to the satisfaction of the director.
- (g) Evidence to the director's satisfaction that the adult-use retailer has paid all City taxes that are owed as of the date of submission of the application.
- (h) Any other information that the director may require for the processing and review of the application.
- (i) Expiration and Renewal. An on-site consumption permit shall expire on the same expiration date for the underlying commercial marijuana operation permit authorizing adult-use retailer operations that the on-site consumption permit is incidental to and co-located with and, further, shall be subject to the renewal procedures and requirements for such commercial marijuana operation permit.

Section 13. Addition of PMC Section 5.58.051 – Commercial Cannabis Lounge Application.

PMC Section 5.58.051 Commercial Cannabis Lounge Application

- (a) The owner of the commercial cannabis dispensary shall file an application with the director for a cannabis lounge permit upon a form provided by the city and shall pay a filing fee as established by resolution adopted by the city council as amended from time to time.
- (b) An application for a regulatory permit for a cannabis lounge permit at a commercial cannabis dispensary shall include, but shall not be limited to, the following information:
 - (1) Address of the location where the cannabis lounge will be located.
 - (2) A list of the names of all current and prospective employees of the cannabis lounge, accompanied by:
 - a. The results of a live scan for all such employees which was performed within 90 days prior to the date of the application; and

- b. For each such employee, a color photocopy of either a valid California Driver's License or equivalent identification approved by the director.
 - (3) Evidence satisfactory to the director of compliance with all state law requirements governing cannabis lounges and commercial cannabis dispensaries.
 - (4) Evidence satisfactory to the director of compliance with all applicable insurance requirements.
 - (5) A site plan and floor plan of the premises prepared by a licensed civil engineer or architect and denoting: all the areas to be utilized for on-site consumption, including, but not limited to, locations of tables, couches, or chairs (as applicable), as well as entrances, windows, storage, exterior lighting, restrooms, parking, trash storage areas and signage.
 - (7) The name, address and current phone number of any person who is managing or responsible for cannabis lounge activities.
 - (8) The name, address and current phone number of the owner and lessor of the real property upon which the cannabis lounge activities are to be conducted. In the event the applicant is not the legal owner of the property, the application must be accompanied with a notarized acknowledgement from the owner of the property that a cannabis lounge will be operated on his/her property.
 - (9) Authorization for the director to seek verification of the information contained within the application.
 - (10) A statement in writing by the applicant that he or she certifies under penalty of perjury that all the information contained in the application is true and correct.
 - (11) Any such additional and further information as is deemed necessary by the director to administer this chapter.
- (c) A security plan including the following measures:
- (1) Security cameras shall be installed and maintained in good condition, with at least 30 days of digitally recorded documentation in a format approved by the sheriff department.
 - (2) The lease/business space site shall be alarmed with a centrally-monitored fire and burglar alarm system that is monitored by an alarm company properly licensed by the State of California Department of Consumer Affairs Bureau of Security and Investigative Services in accordance with Business & Professions Code section 7590 et seq. and whose agents are properly licensed and registered under applicable law.
 - (3) The cameras shall be in use 24 hours per day, seven days per week.

- (4) The areas to be covered by the security cameras include, but are not limited to, the storage areas, all doors and windows, and any other areas as determined by the sheriff department.
 - (5) All windows on the building that houses the cannabis lounge shall be secured against entry from the outside.
 - (6) All marijuana present or kept at the premises shall be securely stored against both unauthorized access as well as theft.
- (d) A safe consumption plan which details measures to the satisfaction of the director that all applicable requirements under state or local law are and will be met. This safe consumption plan shall include, but not be limited to, the following:
- (1) Posting of signs in conspicuous places that encourage the use of alternative transportation options in order to avoid impaired driving and that notify individuals that the adult-use retailer can assist individuals in finding alternative transportation options;
 - (2) Educating and training for employees that will assist in identifying individuals who should not be served (e.g., individuals who are not 21 years of age or older); and
 - (3) Requirement that, prior to closing, the adult-use retailer shall make safety announcements relating to impaired driving, the availability of alternative transportation and the adult-use retailer's ability to assist in acquiring such alternative transportation, and that customers must limit noise in order to respect the surrounding community.
- (e) Community Relations Contact. The name and contact information (including, but not limited to, a phone number) of an on-site community relations employee to notify if there are operational problems with the adult-use retailer. This on-site community relations employee shall be a manager of the adult-use retailer and shall be on-site during all hours of operation. An adult-use retailer may have more than one on-site community relations employee, provided that at least one on-site community relations employee is on-site during all hours of operation.
- (f) An odor control plan detailing odor control measures in accordance with section 5.58.100(c) that addresses odors relating to on-site consumption, to the satisfaction of the director.
- (g) Evidence to the director's satisfaction that the adult-use retailer has paid all City taxes that are owed as of the date of submission of the application.
- (h) Any other information that the director may require for the processing and review of the application.
- (i) Expiration and Renewal. An on-site consumption permit shall expire on the same expiration date for the underlying commercial marijuana operation permit authorizing adult-use retailer operations that the on-site consumption permit is incidental to and co-located with and, further, shall be subject to the renewal procedures and requirements for such commercial marijuana operation permit.

Section 14. Addition of PMC Section 5.54.061 – Medical Marijuana Dispensary Cannabis Lounge Application Review.

PMC Section 5.54.061 Medical Marijuana Cannabis Lounge Application Review

- (a) The director shall conduct a review of any application for a cannabis lounge in a medical marijuana dispensary permit authorized under this chapter, and shall prepare a written report on the acceptability of the application.
- (b) Upon completing the review process, the permit shall be deemed a qualified application, unless the director finds:
 - (1) The applicant has made one or more false or misleading statements or omissions, either on the written application or during the application process; or
 - (2) A proposed location for a cannabis lounge within a medical marijuana dispensary is not allowed by state or local law, statute, ordinance, or regulation (including this Code); or
 - (3) The applicant is not qualified to operate a cannabis lounge within a medical marijuana dispensary under the Medical Marijuana Regulation and Safety Act of 2015; or
 - (4) The applicant has not satisfied each and every requirement of this chapter and Code; or
 - (5) The applicant is not in compliance with applicable state law, including, but not limited to, applicable requirements and minimum standards of the Medical Marijuana Regulation and Safety Act of 2015.
- (c) Based on the information set forth in the application and the director's review, the director may impose reasonable terms and conditions on the use of the permit in addition to those specified in this chapter to ensure the safe operation of the cannabis lounge, and to ensure the health, safety and welfare of the citizens and visitors of the City of Perris.

Section 15. Addition of PMC Section 5.58.061 – Commercial Cannabis Lounge Application Review.

PMC Section 5.58.061 Commercial Cannabis Lounge Application Review

- (a) The director shall conduct a review of any application for a cannabis lounge in a commercial cannabis dispensary permit authorized under this chapter and shall prepare a written report on the acceptability of the application.
- (b) Upon completing the review process, the permit shall be deemed a qualified application, unless the director finds:
 - (1) The applicant has made one or more false or misleading statements or omissions, either on the written application or during the application process; or

- (2) A proposed location for a cannabis lounge within a commercial cannabis dispensary is not allowed by state or local law, statute, ordinance, or regulation (including this Code); or
 - (3) The applicant is not qualified to operate a cannabis lounge within a medical marijuana dispensary under the Medical Marijuana Regulation and Safety Act of 2015; or
 - (4) The applicant has not satisfied each and every requirement of this chapter and Code; or
 - (5) The applicant is not in compliance with applicable state law, including, but not limited to, applicable requirements and minimum standards of the Medical Marijuana Regulation and Safety Act of 2015.
- (c) Based on the information set forth in the application and the director's review, the director may impose reasonable terms and conditions on the use of the permit in addition to those specified in this chapter to ensure the safe operation of the cannabis lounge, and to ensure the health, safety and welfare of the citizens and visitors of the City of Perris.

Section 16. Addition of PMC Section 5.54.101 –Cannabis Lounge Permit Renewal – Medical Dispensary.

PMC Section 5.54.101 Cannabis Lounge Permit Renewal – Medical Dispensary.

- (a) A cannabis lounge permit within medical marijuana dispensary issued by the city constitutes a revocable privilege. Cannabis lounge permits issued pursuant to this chapter shall automatically expire one year from the date of issuance.
- (b) The following procedures shall govern the process for a cannabis lounge permit renewal:
 - (1) A holder of cannabis lounge permit may apply for the renewal of an existing permit no less than 60 days prior to the permit's expiration date.
 - (2) Renewal applications shall comply with all of the requirements in this chapter for applying for a new cannabis lounge permit, including but not limited to the requirements in Section 5.54.50.
 - (3) If the holder of a cannabis lounge permit files a renewal application less than 60 days prior to expiration, the holder must provide a written explanation detailing the circumstances surrounding the late filing. If the director accepts the application, then the director may elect to administratively extend the permit beyond the expiration date while the director completes the renewal permitting process.
 - (4) An application for renewal will only be accepted if it is accompanied by the requisite fees as set by resolution of the city council, and as amended from time to time.

- (c) A cannabis lounge permit is immediately invalid upon expiration if the permit holder has not filed a timely and/or accepted renewal application and remitted all of the required fees. In the event the permit is not renewed prior to expiration, the affected cannabis lounge shall not operate and is considered to be unlawful.

Section 17. Addition of PMC Section 5.58.101 –Cannabis Lounge Permit Renewal – Commercial Cannabis.

PMC Section 5.58.101 Cannabis Lounge Permit Renewal – Commercial Cannabis.

- (a) A cannabis lounge permit within commercial cannabis dispensary issued by the city constitutes a revocable privilege. Cannabis lounge permits issued pursuant to this chapter shall automatically expire one year from the date of issuance.
- (b) The following procedures shall govern the process for a cannabis lounge permit renewal:
 - (1) A holder of cannabis lounge permit may apply for the renewal of an existing permit no less than 60 days prior to the permit's expiration date.
 - (2) Renewal applications shall comply with all of the requirements in this chapter for applying for a new cannabis lounge permit, including but not limited to the requirements in Section 5.54.50.
 - (3) If the holder of a cannabis lounge permit files a renewal application less than 60 days prior to expiration, the holder must provide a written explanation detailing the circumstances surrounding the late filing. If the director accepts the application, then the director may elect to administratively extend the permit beyond the expiration date while the director completes the renewal permitting process.
 - (4) An application for renewal will only be accepted if it is accompanied by the requisite fees as set by resolution of the city council, and as amended from time to time.
- (c) A cannabis lounge permit is immediately invalid upon expiration if the permit holder has not filed a timely and/or accepted renewal application and remitted all of the required fees. In the event the permit is not renewed prior to expiration, the affected cannabis lounge shall not operate and is considered to be unlawful.

Section 18. Amendment to PMC Section 5.54.110(k). Subsection (k) of Section 5.54.110 of Chapter 5.54 of Title 5 of the Perris Municipal Code is hereby amended in its entirety as follows:

- (k) Use restrictions. Unless the medical marijuana dispensary has a cannabis lounge permit issued in conformance with PMC Chapter 5.54, smoking, ingesting or consuming marijuana at the location of the medical marijuana dispensary or within 20 feet of the medical marijuana dispensary is prohibited.

Section 19. Amendment to PMC Section 5.58.100(k)(1). Subsection (k)(1) of Section 5.58.100 of Chapter 5.58 of Title 5 of the Perris Municipal Code is hereby amended in its entirety as follows:

(k)(1) Marijuana use. Except as otherwise provided in this chapter, no person shall smoke, ingest, or otherwise consume marijuana in any form on, or within 20 feet.

Section 20. Severability. If any subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or otherwise unenforceable, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declare that they would have passed each subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional or otherwise unenforceable.

Section 21. Effective Date. This Ordinance shall take effect 30 days after its adoption.

Section 22. 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 _____, 2021.

MAYOR, MICHAEL M. VARGAS

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the foregoing Ordinance Number ____ was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the __ day of _____, 2021, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:

City Clerk, Nancy Salazar

Attachment 2

Resolution No. (Next in Order) to establish
deposit-based fees for Cannabis Lounge
Application Permit

RESOLUTION NUMBER (NEXT IN ORDER)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ESTABLISHING FEES FOR THE PROCESSING OF NEW AND RENEWAL PERMIT APPLICATIONS FOR ON-SITE CONSUMPTION OF MARIJUANA AND MARIJUANA PRODUCTS AT MEDICAL MARIJUANA DISPENSARIES AND ADULT-USE MARIJUANA RETAILERS AND FEES FOR THE RELATED ADMINISTRATION AND IMPLEMENTATION OF CHAPTER 5.54 AND 5.58 OF TITLE 5 OF THE PERRIS MUNICIPAL CODE

WHEREAS, the City Council is considering the adoption of Ordinance No. _____ which permits the operation of on-site consumption of marijuana and marijuana products at medical marijuana dispensaries and adult-use marijuana retailers within the City subject to certain regulations by amending, Perris Municipal Code (“PMC”) Chapters 5.54 and 5.58;

WHEREAS, PMC Sections 5.54.101 and 5.58.101 permit the City Council to recover all costs of new and renewal application processing, administration and implementation pursuant to Chapter 5.58;

WHEREAS, pursuant to PMC Sections 5.54.101 and 5.58.101, the City shall therefore charge fees for the purpose of defraying and recouping the City’s costs in processing new and renewal on-site consumption of marijuana and marijuana products permit applications;

WHEREAS, PMC Sections 5.54.101 and 5.58.101 require such fees to be adopted by resolution of the City Council;

WHEREAS, the City has analyzed the City’s costs of processing new and renewal applications for the operation of on-site consumption of marijuana and marijuana products within medical marijuana dispensaries and adult-use marijuana retailers and related costs of administering and implementing Chapters 5.54 and 5.58, including costs of regular inspections authorized by Chapter 5.54 and 5.58;

WHEREAS, the City Council intends to recoup 100% of its costs of processing new and renewal applications for operation of on-site consumption of marijuana and marijuana products within medical marijuana dispensaries and adult-use marijuana retailers and related costs of administering and implementing Chapters 5.54 and 5.58, including costs of regular inspections authorized by Chapters 5.54 and 5.58;

WHEREAS, in the event that Ordinance No. _____ is adopted and approved by the City Council, the City Council desires to therefore establish a deposit-based fee, as provided in Exhibit 1, that is based upon an estimation of the City’s costs of processing new and renewal applications for on-site consumption of marijuana and marijuana products within medical marijuana dispensaries and adult-use marijuana retailers and the applicant’s share of the related

costs of administering and implementing Chapters 5.54 and 5.58, including costs of regular inspections authorized by Chapters 5.54 and 5.58;

WHEREAS, on August 18, 2021 a notice of the public hearing to be held on August 31, 2021, regarding the proposed fee increases was published in the Perris Progress;

WHEREAS, on August 31, 2021, after presentation of a staff report, which staff report includes an analysis of the City's costs justifying the deposit-based fees contemplated by this Resolution and which is incorporated herein by this reference, the City Council held a duly noticed public hearing at which oral and written testimony was received and considered; and,

WHEREAS, the City has therefore reviewed and determined that the attached fees do not exceed the actual costs of processing of new and renewal applications for on-site consumption of marijuana and marijuana products within medical marijuana dispensaries and adult-use marijuana retailers and related actual costs of administering and implementing Chapter 5.58, including costs of regular inspections authorized by Chapters 5.54 and 5.58;

WHEREAS, based upon the forgoing, the above-mentioned staff report, including any written reports and attachments, and the oral and written testimony received and considered at the above-mentioned public hearing, the City Council now desires to adopt the attached fees pursuant to PMC Sections 5.5.101 and 5.58.101.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the recitals set forth above are true and correct and incorporated herein by this reference.

Section 2. That, pursuant to Chapters 5.54 and 5.58 of Title 5 of the Perris Municipal Code, the City Council hereby establishes and adopts the new and renewal application processing, administration and implementation fees and the related deposit amounts as provided in Attachment 1 of this Resolution.

Section 3. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions. This Resolution shall be effective immediately upon the adoption of Ordinance No. _____.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Perris, California, at a regular meeting held on the ____ day of _____, 2021.

ATTEST:

Michael M. Vargas, Mayor

Nancy Salazar, City Clerk

EXHIBIT 1

APPLICATION PROCESSING ADMINISTRATION AND IMPLEMENTATION FEES

On-Site Consumption of marijuana and Marijuana Products within Medical Marijuana Cannabis Lounges and Commercial Cannabis Lounges Permit Application Processing and Regulatory Permit Fees (Perris Municipal Code Chapters 5.54 and 5.58 and Pursuant to Perris Municipal Code Sections 5.54.101 and 5.58.101)

New Application Processing Fee:

Actual Costs with an Applicant Deposit*: \$13,000

Renewal Application Processing Fee:

Actual Costs with an Applicant Deposit*: \$1,500

* This deposit shall be paid at the time of application/permit filing and will be used to pay for the City's actual costs in processing and regulating new applications as well as renewals. If the City's actual costs exceed the amounts deposited, the applicant will be billed for the costs. Any unused portion of the deposit may be refunded upon the written request of the applicant.

Attachment 3

Riverside County Cannabis Regulation Survey

RIVERSIDE COUNTY CITIES CANNABIS REGULATIONS
August 2021

Cities	Cannabis Permitted	Cannabis Lounges Permitted
Banning	Yes	No
Beaumont	No	No
Blythe	No	No
Calimesa	No	No
Canyon Lake	No	No
Cathedral City	Yes	Yes
Coachella	Yes	Yes
Corona	Yes	No
Desert Hot Springs	Yes	Yes
Eastvale	No	No
Hemet	No	No
Indian Wells	No	No
Indio	No	No
Jurupa Valley	Yes	No
Lake Elsinore	Yes	No
La Quinta	No	No
Menifee	No	No
Moreno Valley	Yes	No
Murrieta	No	No
Norco	No	No
Palm Desert	Yes	No
Palm Springs	Yes	Yes
Perris	Yes	Considering
Rancho Mirage	No	No
Riverside	No	No
San Jacinto	Yes	No
Temecula	No	No
Wildomar	Yes	No

Attachment 4

Cannabis Lounge Regulations Survey

CANNABIS LOUNGE/ON-SITE CONSUMPTION ORDINANCE SURVEY AUGUST 2021

	Cathedral City	Coachella	Palm Springs	West Hollywood	San Francisco	National City
Age Restricted Access	21+	21+	21+	21+	21+	21+
Community Benefit Agreement Required	No	Development Agreement or CUP	No	No	Yes	Yes
Zoning	Light Industrial, Commercial Business Park, Planned Community Commercial Districts	Only existing businesses can be eligible to open	C2, CM, M1P, M1, M2, A Zone, Cannabis Overlay Zone,	CN, CC/SSP, CA, CR	Accessory use for existing cannabis retailers in SF	Tourist Commercial Zone
Design Review Requirement	N/A ¹	N/A	Yes	Yes	Yes	Yes
General Food Consumption Allowed	Yes	No	No	Yes	No	Yes
Edible Food² On-Site Sale & Consumption	Yes	Yes	Yes	Yes	Yes	Yes
Good Standing on Taxes, Licensing	Yes	Yes	Yes	Yes	Yes	N/A
Min SF Lounge	No	No	No ³	No ⁴	No	N/A

¹ Not Available

² Subject to County Environmental Health Food Handling License; Edible cannabis product is not considered food as defined by Section 109935 of the California Health and Safety Code or a drug as defined by Section 109925 of the California Health and Safety Code

³ Maximum of 1,500 SF on the ground floor of Downtown and Uptown areas & 5,000 SF above ground level

⁴ If associated with dispensary can occupy 50% of floor area or 1,500 SF maximum

	Cathedral City	Coachella	Palm Springs	West Hollywood	San Francisco	National City
Noise Control	No	No	No	Yes	Yes	Yes
Odor Control	Yes	Yes	Yes	Yes	Yes	Yes
1-year Operating Track Record	No	No	No	2-year requirement	No	No
Outdoor Consumption Allowed	No	No	No	No	No	No
Physical Entry Separation	Yes	Yes	Yes	Yes	Yes	Yes
Seed to Sale Required	No	No	No	No	No	No
Sensitive Land Use Buffer Required	Yes	Yes	Yes	Yes	Yes	Yes
Separate Lounge Tax	No	No	No	No	No	No
Separate Operating Permit	Yes	Yes	Yes	Yes	Yes	Yes
Indoor Ventilation	Yes	Yes	Yes	Yes	Yes	Yes
Hours of operation	8am-10 pm	Established by Development Agreement	City Council Discretion	6 am to 2 am	Director Discretion	Established by Operational Plan

Attachment 5

Applicant Proposed Framework for Cannabis Lounge

Holistic Inc. Proposed Regulatory Amendments Permitting Cannabis Consumption Lounges

Proposed Amendment to PMC Chapter 5 (5.58 “Adult-Use Marijuana Retailer Regulatory Program”).

Legal Authority:

1. Business and Professions Code § 26200 (g): “(g) ... a local jurisdiction may allow for the smoking, vaporizing, and ingesting of cannabis or cannabis products on the premises of a retailer or microbusiness licensed under this division if all of the following are met:
 - a. (1) Access to the area where cannabis consumption is allowed is restricted to persons 21 years of age or older.
 - b. (2) Cannabis consumption is not visible from any public place or nonage-restricted area.
 - c. (3) Sale or consumption of alcohol or tobacco is not allowed on the premises.”
2. Department of Cannabis Control currently allows onsite consumption as part of the Type 10 Retailer License.
3. Local Control—Localities have the authority to authorize this use under BPC § 26200(g) and related laws and localities have done so.

Whereas the Department of Cannabis Control already allows onsite consumption of cannabis by and through the Type-10 Retail License.

Whereas Perris California allows a variety of commercial cannabis uses to include Type 10 Cannabis Retail,

Whereas the Applicant is a Type 10 Retail Licensee in Perris and wishes to utilize the full authority of the State issued Type-10 Retail License which includes onsite consumption of cannabis,

Whereas the Applicant requests the City of Perris conform its local rules with those of the State of California as it relates to the Type 10 Retail License.

Holistic Inc. Proposed Regulatory Amendments Permitting Cannabis Consumption Lounges

Proposed Amendment: PMC Chapter 5 (5.58 “Adult-Use Marijuana Retailer Regulatory Program”).

1. Full use of the State of California Type 10 Retail license to be allowed per the State of California’s laws.
2. Proposed Sensitive Use Setbacks to be same as Type-10 Retail.
3. Proposed Zoning: Community Commercial, Commercial, and Industrial.
4. Eligibility: Existing Commercial Cannabis Type-10 Adult-Use Retailers.
 - a. *Note: Applicant does not seek to add any more retail locations to the City of Perris and believes the moratorium should be upheld.
5. Operations:
 - a. Shall include rules, laws, codes set forth by the State of California, Bureau of Cannabis Control, and Perris Municipal Code related to commercial cannabis commerce and/or consumption, which include:
 - i. Direction on odor control, security, taxation, and operations.
 - ii. Access to be 21 and over.
 - iii. Consumption shall not be publicly visible.
 - iv. The sale or consumption of alcohol or tobacco on the premises shall not be allowed.
 - v. Requested hours of operation: 6 a.m. to 10 p.m. Monday-Sunday.
 - b. Safety plan to reasonably conform with: The State of California Impaired Driving Taskforce findings and recommendations as well as:
 - i. Safety Plan to include designated manager on site at all times, and a public safety liaison/manager to lodge contact information with the City of Perris.
 - ii. Safety plan to include affirmative actions on behalf of the operator to include any and all applicable safety signage as well as patron education about respecting the local area and alternatives to driving under the influence.
 - iii. Safety plan to include signage about alternative transportation options, the ability to procure alternative transportation options with assistance from the operator, and the education of sales/service persons about identifying patrons who should not be served.
 - iv. Safety plan to include announcements prior to closing that includes requests that patrons respect the local area by controlling noise and utilizing safe transportation.
6. Concurrent commercial cannabis uses and/or co-location to be allowed.
7. Consumption of cannabis shall be limited to smoking, vaping, and ingesting.
8. Taxation: To be taxed through existing Type-10 Retail permit and related local tax statute.
9. Minimum Size: 500 sq. ft. w/no maximum size.



11.C.

CITY OF PERRIS


CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: August 31, 2021

SUBJECT: **Community Services Master Plan 2021-2031** – Adopt a Resolution authorizing approval to enact the Community Services Master Plan 2021-2031

REQUESTED ACTION: ADOPT Resolution No. (next in order) that the City Council approve and adopt the Community Services Master Plan 2021-2031

CONTACT: Arcenio Ramirez, Community Services Manager 

BACKGROUND/DISCUSSION:

The Community Services Master Plan is an update to the 2005 Parks and Recreation Master Plan that was adopted when the population in Perris was approximately 41,000. The population has since nearly doubled to approximately 79,000. The Master Plan is built upon the City's Open Space Element from the General Plan 2030, the Active Transportation Plan 2020, and encompasses the Community Services Department's commitment to enhance the quality of life for all resident in the City. The proposed Master Plan will act as a roadmap for the future and guide the Community Services Department over the next 10 years and beyond.

In September of 2019, the City of Perris was awarded a grant from the National Parks and Recreation Association (NRPA) for \$40,000 to assist in the City's commitment to prioritize that all residents live within a 10-Minute walk of a park. The City utilized the grant funding to contract with professional consultants, Green Play LLC, to engage the community, assess current parks and facilities, and update the Master Plan to incorporate equitable access to parks and community services programs.

The Parks and Recreation Committee reviewed and provided feedback for the draft Community Services Master Plan at their meeting on June 23, 2021 and directed staff to proceed with presenting the plan to the Planning Commission for review. The Planning Commission reviewed the Community Services Master Plan at their meeting on August 4, 2021 and approved Resolution no. 21-14 recommending that the City Council adopt the Community Services Master Plan. With the recommendation for adoption by the Parks and Recreation Committee and the finding of its conformance with the General Plan by the Planning Commission, Community Services staff is requesting that the City Council consider and adopt the Community Services Master Plan based on the information contained on this staff report.

BUDGET (or FISCAL) IMPACT:

None. The plan is a guidance document and funding of future projects and programing will be determined through the City's budget process.

Prepared by: Arcenio Ramirez, Community Services Manager

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Finance Director ER

Attachments:

1. Resolution No. (next in order)
2. Draft Community Services Master Plan (2021-2031)

Due to the size of the file, the document is available at the following weblink:

https://cityofperris-my.sharepoint.com/:b:/g/personal/jestrada_cityofperris_org/EcDeW6bJIVlJpIQD6w5YlagBMdwOJq0JKn4D0dxZagz3eQ?e=fNfftb

Consent:

Public Hearing: X

Business Item:

Presentation:

Other:

ATTACHMENT 1

Resolution Number (next in order)

RESOLUTION NO. (Next in Order)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TO ADOPT THE COMMUNITY SERVICES MASTER PLAN, AND FINDINGS IN SUPPORT THEREOF.

WHEREAS, The City of Perris has undertaken the update of its ten-year, 2005 Parks and Recreation Master Plan which describes the community's physical and social characteristics, existing parks and recreation facilities, and the desired actions to be taken to improve the parks and recreation facilities during the period between 2021 and 2031; and

WHEREAS, the 2005 Parks and Recreation Master Plan was updated to refer to as a Community Services Master Plan, to incorporate the growth in comprehensive services provided by the City of Perris Community Services Department, to include recreation, facilities, public health, parks and development; and

WHEREAS, The City of Perris City Council reviewed the Community Services Master Plan (2021-2031) during the course of a public meeting; and

WHEREAS, the Community Services Master Plan's goal and objectives were developed in response to needs and deficiencies identified by public input from surveys and work sessions; and

WHEREAS, the Community Services Master Plan has been made available for public review in the manner required by law and all comments from the public have been considered by the City of Perris Parks and Recreation Committee; and

WHEREAS, the Community Services Master Plan was developed for the benefit of the entire community, and several public forums were held between May of 2020 to August of 2020 to provide another opportunity for citizens to express opinions, ask questions, and discuss all aspects of the Community Services Master Plan; and

WHEREAS, the Planning Division, in coordination with the Community Services Department, through extensive public outreach, identified the need to deliver parks, programs, and facilities that meet the needs of the City's changing recreation needs and development patterns; and

WHEREAS, the Community Services Master Plan, was reviewed and considered at a duly noticed Parks and Recreation Committee public meeting held on June 23, 2021; and

WHEREAS, notice was duly provided to the public, stake holders of government agencies and all other interested parties; and

WHEREAS, a duly noticed public hearing has occurred concerning the Community Services Master Plan; and

WHEREAS, a City Council public hearing was held on August 31, 2021, at which time all interested persons were given full opportunity to be heard and to present evidence; and

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

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

WHEREAS, the Community Services Master Plan was recommended for Council's adoption by the City of Perris Planning Commission; and

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

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

Section 2. The City Council hereby determines that the Community Services Master Plan meets the definition of a Feasibility or Planning Study under CEQA Guidelines, Section 15262, and is therefore exempt from the California Environmental Quality Act (CEQA).

Section 3. Based on the information contained in the staff report and supporting exhibits and plans, the City Council hereby finds:

- a) The proposed project will not result in a significant adverse effect on the environment and will not negatively affect public health, safety, and welfare as the plan provides comprehensive goals to address the needs and desires related to parks, recreation, facilities, services, and programs to enhance the quality of life for the community.
- b) The Community Services Master Plan is consistent with and will contribute to achieving the goals and objectives established by the Open Space Element section of the City's General 2030 to make informed decisions in addressing the need for land for recreational purposes throughout the City.
- c) The Community Services Master Plan will preserve and enhance the growth of recreation services in the City of Perris by creating a road map for the future and maximize potential growth opportunities for the Community Services Department and community to enjoy.

Section 4. For the foregoing reasons, the City Council shall approve and adopt the Community Services Master Plan (2021 – 2031), based on the information in the staff report and findings contained in the Resolution.

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

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

ADOPTED, SIGNED, and APPROVED this 31st day of August 2021.

Michal M. Vargas, Mayor

ATTEST:

Nancy Salazar, City Clerk

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the foregoing Resolution Number (next in order) was duly adopted by the City Council of the City of Perris at a regular meeting of said City Council on the 31st day of August 2021, and that it was so adopted by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Nancy Salazar, City Clerk

Exhibits:

Exhibit A: Draft Community Services Master Plan (2021-2031)
due to the size of the file, the document is available at the following webpage link:

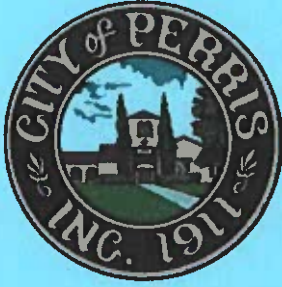
https://cityofperris-my.sharepoint.com/:b:/g/personal/jestrada_cityofperris_org/EcDeW6bJIVIjPlQD6w5YlagBMdwOJq0JKn4D0dxZagz3eQ?e=0cvnBm

ATTACHMENT 2

Draft Community Services Master Plan (2021-2031)

Due to the size of the file, the documents is available at the following weblink:

https://cityofperris-my.sharepoint.com/:b:/g/personal/jestrada_cityofperris_org/EcDeW6bJIVlJpIQD6w5YlagBMdwOJq0Jkn4D0dxZagz3eQ?e=Kg48sN



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

- MEETING DATE:** August 31, 2021
- SUBJECT:** Consideration of a twelve-month contract with the Social Work Action Group (SWAG) for Fiscal Year 2021-2022 Homelessness Services in the City of Perris.
- REQUESTED ACTION:** 1) **Approve** a contract services agreement with the Social Work Action Group (SWAG) for Homelessness Services for Fiscal Year 2021-2022, in an amount not to exceed \$240,630; and 2) **Authorize** the City Manager or her designee to execute all related documents in a form approved by the City Attorney.
- CONTACT:** Michele Ogawa, Economic Development and Housing Manager *MO*

BACKGROUND/DISCUSSION:

In July 2018, the Social Work Action Group (SWAG) began conducting assessments of the homeless population within the City pursuant to its agreement. On June 11, 2019, City Council approved a one-year contract renewal for the Fiscal Year 2019-2020; and on August 25, 2020, City Council approved a ten-month contract renewal for Fiscal Year 2020-2021. The two-month lapse in the 2020-2021 contract agreement was due to ongoing contract negotiations with SWAG during the months of July and August 2020. During these months, SWAG remained available to continue their services while working with staff to finalize the 2020-2021 contract terms. SWAG provided various intervention services to individuals experiencing homelessness under that contract through June 30, 2021; and they have continued to operate in good faith since July 1, 2021, as contract renewal discussions have been under way. SWAG has established collaborations including, but not limited to, the City of Perris Code Enforcement Department, Housing Authority and IT Staff, the Riverside County Sheriff's Department, non-profit agencies, faith-based organizations, and local businesses.

2021-2022 SWAG Contract for Homelessness Services

SWAG's 2020-2021 contract expired on June 30, 2021. Please see table below for information pertaining to both the 2020-2021 contract and the 2021-2022 contract proposal.

	2020-2021 Contract (10-month)	2021-2022 Contract (12-month)
Services Provided	Two full-time Outreach Specialists (40 hours per week) One part-time Outreach Coordinator (10% FTE, or 4 hours per week)	Two full-time Outreach Specialists (40 hours per week) One part-time Outreach Coordinator (50% FTE, or 20 hours per week)
Transportation	Vehicle purchase, insurance, fuel, maintenance, etc.	Vehicle insurance, fuel, maintenance, etc.
Contract Amount	\$180,000	\$240,630

SWAG will provide homelessness intervention services, engage individuals, and address emergencies in the community. SWAG staff will be available in Perris to meet individuals who need assistance, and will provide referrals, case management and case plans, transportation vouchers, bed nights at community shelters, and assessments to determine the cause of homelessness, identify barriers and determine permanent housing needs through Rapid Rehousing (RRH) or Permanent Supportive Housing (PSH). This 2021-2022 contract proposal reflects an overall increase in the level of service in the City. More specifically, the Outreach Coordinator position will increase from a 10% part-time to 50% part-time basis, or from four hours per week to twenty hours per week. This position is dedicated to the administrative components of SWAG's operations, and will relieve the Outreach Specialists of such tasks to provide increased hours of direct street outreach and case management in the field.

Staff has completed the recruitment of an in-house position under the Housing Division which will be specific to administering the City's quality of life efforts. This position will directly manage the contract with SWAG, in addition to City programs related to quality of life and homelessness. Additionally, staff is in the process of exploring the option of further enhancing the City's quality of life efforts, with an increase to the contract with Riverside County Sheriff. This increase would be specific to the addition of two deputy positions, one for Homeless Outreach Team (HOT) services, and one for Community Behavioral Health Assessment Team (CBAT) services. Both positions are more specialized in conducting homeless outreach, as well as addressing issues related to homelessness.

With SWAG's efforts, the City of Perris saw a decrease in the Point-In-Time Count results, from a total of 95 in 2018, 77 in 2019, and 52 in 2020. The County of Riverside did not conduct a Point-In-Time Count of unsheltered individuals for 2021 due to the COVID-19 pandemic. SWAG will provide coordination for the Point-In-Time Count to be conducted in January 2022 in collaboration with the County of Riverside efforts, as per the U.S. Department of Housing and Urban Development (HUD) requirements.

It is recommended that the City Council approve the attached contract services agreement with SWAG for Fiscal Year 2021-2022, in an amount not to exceed \$240,630.

BUDGET (or FISCAL) IMPACT: Funds for this contract in an amount not to exceed \$240,630 will be budgeted from the City's allocation of the American Rescue Plan Act.

Prepared by: Sara Cortés de Pavón, Grants Manager

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Finance Director ER

Attachments: 1. Copy of SWAG's 2021-2022 Contract

Consent:
Public Hearing:
Business Item: August 31, 2021
Presentation:
Other:

ATTACHMENT 1

Copy of SWAG's 2021-2022 Contract

CITY OF PERRIS

CONTRACT SERVICES AGREEMENT FOR HOMELESS SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 1st day of July 2021, by and between the City of Perris, a municipal corporation ("City"), and the Social Work Action Group, a California 501(c)(3) nonprofit corporation ("Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

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

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of Two Hundred Forty Thousand, Six Hundred and Thirty Dollars (\$240,630) ("Contract Sum").

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant shall be paid on a monthly basis for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, Exhibit "C" but not exceeding the Contract Sum. 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. Generally, City shall pay Consultant within thirty (30) days, and no later than forty-five (45) days, from the receipt of an invoice in an approved form.

3.0 COORDINATION OF WORK

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

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

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

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

4.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

(d) Professional Liability or Error and Omissions Insurance. A policy of general liability insurance in an amount not less than \$1,000,000.00 per claim with respect to

loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

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

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

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

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

4.2 Indemnification.

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

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert

witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

5.0 TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until June 30, 2022.

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

6.0 MISCELLANEOUS

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

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

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

6.4 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Perris, 101 North "D" Street, Perris, CA 92570, and

in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

ATTEST:

"CITY"
CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

By: _____
Clara Miramontes, City Manager

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Eric L. Dunn, City Attorney

"CONSULTANT"
SOCIAL WORK ACTION GROUP
A CALIFORNIA CORPORATION

By: _____
Signature

Print Name and Title

By: _____
Signature

Print Name and Title

Affix Corporate Seal

(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 SIGNATURE]

EXHIBIT “A”

SCOPE OF SERVICES



Social Work Action Group
Addressing Homeless in the City of Perris
FY 2021-2022 Strategic Plan

To address the increase of unsheltered homeless individuals in the City of Perris, Social Work Action Group (SWAG) has prepared a Strategic Plan of Action. The Strategic Plan specifically targets unsheltered homeless individuals, families, and encampments to reduce the number of visible homeless residing in the City of Perris. With the assistance of Riverside County Sheriff’s Department, Perris Station, SWAG will identify individuals and geographical areas of concern. SWAG will provide consistent outreach and case management services to those most in need with the ultimate goal of permanent housing. SWAG will build upon our efforts from the last few years in Perris and continue to reduce the homeless population both visibly and documented through the annual Point-in-Time Count. Simultaneously, SWAG will engage, educate, and encourage the community of Perris to collaborate efforts and spread the message of Responsible Compassion.

1. Census of unsheltered homeless

In every community, it is vital to conduct a thorough and comprehensive census of the unsheltered homeless population. City staff, Riverside County Sheriff’s Department, Perris Station, and SWAG will work together to accurately locate, identify, survey and track, through the creation of a by- name list. A comprehensive assessment will provide an in-depth look at the individual, the circumstances and incidents that led to homelessness, such as severe trauma(s). We will also detail one’s connections and support systems in the city to leverage those individuals and incorporate those resources. This information be used to develop an individualized action plan. This will be done on an ongoing basis as new individuals enter the city.

2. Outreach to the unsheltered homeless

Street outreach must be intensive, consistent, and strategic and needs the partnership of law enforcement and successful utilization and navigation of systems of care; behavioral health, and substance abuse treatment. Our team comprises individuals with specialized backgrounds in behavioral health, substance abuse, and social work who have a fundamental understanding of human development and behaviors. When we develop an action plan, we follow a flow chart that directs our activities and interactions with the individual to achieve specific outcomes, both short and long term.

3. Trip Home/ Family Reunification

When an individual is found living on the streets of Perris and wants to reconnect with family or a positive support system, we will initiate the Trip Home/ Family Reunification process. First, SWAG will contact the family/ support system to ensure they are willing to accept and house the individual. SWAG team will contact the family or support system to confirm the individual made it to the destination.

Scope of Services

Social Work Action Group (SWAG) will work in conjunction with the City of Perris to facilitate and lead the overall scope of homeless services for the City of Perris. Full-time, 40 hours per week, Homeless Outreach team members will serve the project. The SWAG homeless services team will follow a Monday-Friday, 7:30am-4:30pm schedule. The term of services will be July 1, 2021-June 30, 2022. SWAG will provide the following activities and services:

- Assist with the organization and facilitation of the Point-in-Time Count for January 2022.
- Respond to homeless service requests made by city staff, and law enforcement in a timely manner.
- Provide crisis stabilization to those experiencing behavioral health/physical emergencies.
- Provide connection to behavioral health and substance abuse treatment services.
- Case manage individuals that are in treatment and temporary living situations to help ensure they do not return to the streets.
- All individuals encountered will be included in the by-name census specifically for the City of Perris.
- Facilitate trips home/family reunification utilizing bus trips for individuals wanting to reunite with an identified support system that is out of the Perris area.
- Individuals found living on the streets will be assisted with obtaining admittance and transportation to emergency shelter, transitional and permanent housing options.
- Conduct Riverside County housing assessments (including VI-SPDAT when applicable) to unsheltered homeless individuals and families and provide navigation services.
- Participate in weekly Coordinated Entry Housing Navigation meetings to advocate and ensure clients are being linked to Riverside County Continuum of Care housing resources.
- Facilitate community asset mapping for strategic coordination and alignment of community resources that serve at-risk/homeless population.
- Participate in monthly Homeless Task Force meetings.
- Connect homeless population to appropriate housing solutions throughout Riverside County.
- Provide support to the City of Perris through trainings, presentations and sharing updates related to trends in regional homeless efforts.
- Assist with coordination and facilitation of Homeless Outreach Community meetings.
- Attend and participate in City Council meetings, as requested.

2021-2022 City of Perris Proposed Twelve (12) Month Service Agreement EXPENSE CATEGORY	FTE	Budget
Outreach & Case Management Services		
Two (2) Outreach Specialists - 40 hrs. per week (case management/linkage to services and housing)	2.0	\$187,704
One (1) Outreach Coordinator - 20 hrs. per week (coordinate homeless services throughout Perris)	0.5	\$46,926
Transportation		\$6,000
TOTAL PROPOSED BUDGET		\$240,630

The following is a projection of costs for the same level of service over the next few fiscal years, based on an estimated 5% cost of living increase.

Year 1	\$ 240,630	July 1, 2021-June 30, 2022
Year 2	\$ 252,661	July 1, 2022-June 30, 2023
Year 3	\$ 265,294	July 1, 2023-June 30, 2024

EXHIBIT "B"

SPECIAL REQUIREMENTS

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AND
THERE IS NO ATTACHMENT

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

Supporting documentation includes the following:

- Invoices
- Employee time sheets including labor distribution form
- Receipts
- Other supporting documentation as required

2021-2022 City of Perris Proposed Twelve (12) Month Service Agreement EXPENSE CATEGORY	FTE	Budget
Outreach & Case Management Services		
Two (2) Outreach Specialists - 40 hrs. per week (case management/linkage to services and housing)	2.0	\$187,704
One (1) Outreach Coordinator - 20 hrs. per week (coordinate homeless services throughout Perris)	0.5	\$46,926
Transportation		\$6,000
TOTAL PROPOSED BUDGET		\$240,630



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: August 31, 2021

SUBJECT: Overview Presentation of SB-1383 City Requirements

REQUESTED ACTION: Receiving information on SB-1383

CONTACT: Bryant Hill, Director of Public Works *BH*

BACKGROUND/DISCUSSION:

In September 2016, Governor Brown signed into law Senate Bill 1383, which requires the State to reduce organic waste disposal by 75% by 2025. In addition, SB-1383 regulations require that jurisdictions are required to conduct education and outreach on organics recycling to all residents, businesses, haulers, solid waste facilities, commercial edible food generators, and other food recovery organizations.

SB- 1383 regulations require the City to adopt and enforce an ordinance by January 1, 2022, which staff is preparing for the next Council meeting.

BUDGET (or FISCAL) IMPACT:

None.

Prepared by: Bryant Hill, Director of Public Works

REVIEWED BY:

City Attorney _____
 Assistant City Manager _____
 Finance Director *ER*

Consent:
 Public Hearing:
 Business Item: X
 Presentation:
 Other: